

Prepared by ~~and return to:~~
William A. Tompkins, Jr., Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

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R- MAGNOLIA POINTE DEVELOPMENT
INC.
17400 FOUNTAIN BLEAU
CLERMONT, FL 34711

DECLARATION OF CONDOMINIUM
OF
CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE
CLERMONT, FLORIDA

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EXHIBIT "C"

**ARTICLES OF INCORPORATION
OF
CHATEAU CONDOMINIUMS AT
MAGNOLIA POINTE CONDOMINIUM ASSOCIATION, INC.**

FILED

1999 MAY 25 PM 1:30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
CHATEAU CONDOMINIUMS AT
MAGNOLIA POINTE CONDOMINIUM ASSOCIATION, INC.**

The undersigned, being of legal age and competent to contract, for the purpose of organizing a not for profit corporation pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation, and does hereby agree and certify as follows:

**ARTICLE I Book 1830 Page 1402
Name**

The name of this Corporation shall be Chateau Condominiums at Magnolia Pointe Condominium Association, Inc. The street address of the initial principal office and mailing address of the corporation is 17400 West State Road 50, Clermont, Florida 34711.

**ARTICLE II
Commencement of Corporate Existence**

This Corporation shall commence corporate existence upon the filing and acceptance of the Articles of Incorporation and shall have perpetual existence unless sooner dissolved according to law.

**ARTICLE III
Purposes and General Powers**

The Association is organized for the purpose of providing an entity under the Florida Condominium Act ("the Act") for the operation of a condominium located in Lake County, Florida, and known as Chateau Condominiums at Magnolia Pointe, a condominium to be created under the Declaration of Condominium ("the Declaration").

This Corporation shall have all of the powers enumerated in the Florida Not For Profit Corporation Act which are not inconsistent with the powers allowed by the Act as the same now exists and as hereafter amended, and all such other powers as are permitted by applicable law.

**ARTICLE IV
Membership**

The members of this not for profit corporation shall be qualified and admitted as set forth in the Bylaws of this Corporation.

ARTICLE V
Initial Registered Office and Agent

The initial registered office of this Corporation shall be located at Clayton & McCulloh, 1065 Maitland Center Commons Blvd., Maitland, Florida 32751, and the initial registered agent of the Corporation at that address shall be Kenneth M. Clayton, Esquire. The Corporation may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles of Incorporation.

Book 1830 Page 1403

ARTICLE VI
Initial Board of Directors

This Corporation shall have three directors initially. The method of election of the directors is set forth in the Bylaws of the Corporation. The number of directors may be either increased or diminished from time to time as provided in the Bylaws. The name and street addresses of the initial directors of this Corporation are:

<u>NAME</u>	<u>ADDRESS</u>
Daniel J. Decker	12543 Magnolia Court Cove Clermont, FL 34711
James Joseph Decker	603 Lakeshore Blvd. Howey In The Hills, FL 34737
Angela S. Decker	12543 Magnolia Court Cove Clermont, FL 34711

Directors may be removed without cause.

ARTICLE VII
Incorporator

The name and street address of the person signing these Articles as Incorporator is:

Daniel J. Decker
12543 Magnolia Court Cove
Clermont, FL 34711

ARTICLE VIII

Bylaws

Except as otherwise provided by law, the power to adopt, alter, amend or repeal the Bylaws shall be vested in the Board of Directors.

Book 1830 Page 1404

ARTICLE IX

Indemnification

In addition to any rights and duties under applicable law, the Corporation shall indemnify and hold harmless all its directors, officers, employees and agents, and former directors, officers, employees and agents from and against all liabilities and obligations, including attorneys' fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees and agents in their capacity as such except for willful misconduct or gross negligence.

ARTICLE X

Amendment

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation. Said Articles may be amended by a vote of two-thirds (2/3) of the total membership.


ARTICLE XI

Headings And Captions

The headings or captions of these various Articles are inserted for convenience and none of them shall have any force or effect, and the interpretation of the various Articles shall not be influenced by any of said headings or captions.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a not for profit corporation pursuant to the laws of the State of Florida to do business both within and without the State of Florida, hereby makes and files these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribes thereto and hereunto sets his hand and seal this ____ day of May, 1999.

INCORPORATOR

 (SEAL)
Daniel J. Decker

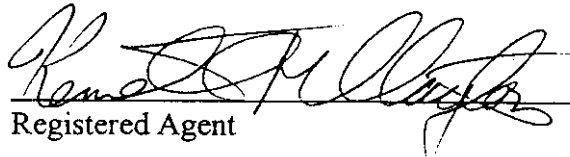
**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 607.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the Corporation is CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE CONDOMINIUM ASSOCIATION, INC.
2. The name and address of the Registered Agent and office is:

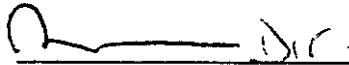
Kenneth M. Clayton, Esquire
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, Florida 32751

Having been named as Registered Agent to accept service of process for CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE CONDOMINIUM ASSOCIATION, INC., at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

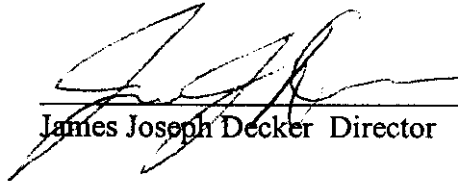

Registered Agent

Date: May 24, 1999

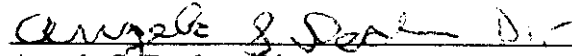
Dated the 25th day of April, 2000.



Daniel J. Decker Director



James Joseph Decker Director



Angela S. Decker Director

EXHIBIT "D"

**BYLAWS
OF
CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE
CONDOMINIUM ASSOCIATION, INC.**

BYLAWS
OF
CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE
CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

These are the Bylaws of **CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida ("the Association"), organized for the purpose of operating that certain condominium located in Lake County, Florida, and known as **CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE**, a condominium ("the Condominium").

1.1 Principal Office. The principal office of the Association shall be at 12543 Magnolia Cove Court, Clermont, Florida 32711, or at such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

1.4 Definitions. For convenience, these Bylaws shall be referred to as "the Bylaws"; the Articles of Incorporation of the Association as "the Articles"; and the Declaration of Condominium for the Condominium as "the Declaration." The other terms used in these Bylaws shall have the same definitions and meanings as those in F.S. Chapter 718, the Condominium Act ("the Act"), as well as those in the

Declaration and the Articles, unless otherwise provided in these Bylaws or unless the context otherwise requires. The term "Developer" shall refer to Magnolia Pointe Development, Inc., a Florida corporation and its successors or assigns. The term "Unit Owners" shall refer to the fee simple record title owners of condominium parcels within the Condominium, and as that term is further defined in the Declaration.

II. MEETINGS OF MEMBERS AND VOTING

2.1 Annual Meeting. The annual meeting of the members shall be held on the date and at the place and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 Special Meetings. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of a written request from at least 10% of the voting interests of the Association. Requests for a meeting by the members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting. The provisions of this Section of these bylaws, as applicable, shall be modified by the provisions of F.S. 718.112(2)(e), concerning budget meetings; F.S. 718.112(2)(j), concerning recall; F.S. 718.112(2)(f), concerning budget reserves; and F.S. 718.301(1)-(2), concerning election of Directors by Unit Owners other than the Developer.

2.3 Notice of Annual Meeting. Written notice of the annual meeting shall be mailed or hand

delivered to each Unit Owner at least 14 days and not more than 60 days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the Condominium property at least 14 continuous days before the annual meeting. An Officer of the Association shall provide an Affidavit or United States Post Office Certificate of Mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

2.4 Notice of Special Meetings, Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings generally shall be in writing, state the place, day, and hour of the meeting, and state the purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Unit Owner at the address that appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Notice of Budget Meeting. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the Association a notice and a copy of the proposed annual budget, not less than 14 days before the meeting at which the Board will consider the budget.

2.6 Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board of Directors requires assessment against the Unit Owners for any calendar year exceeding 115% of the assessment for the preceding year (less any lawfully excluded items), the Board, on written application of

10% of the voting interests to the Board, shall call a special meeting of the Unit Owners within 30 days, on not less than 10 days' written notice to each Unit Owner.

2.7 Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests which gives notice of the meeting as required for a meeting of Unit Owners, and states the purpose of the meeting. The notice must be accompanied by a dated copy of a signature list of at least 10% of the Unit Owners. The meeting shall be held not less than 10 days nor more than 60 days from the date the notice of the meeting is given.

2.8 Notice of Meeting to Elect Nondeveloper Directors. Within 75 days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call an election for the members of the Board of Directors, and shall give at least 60 days notice thereof.

2.9 Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership.

2.10 Voting.

1. Members Voting Rights. The Owner(s) of each Unit shall be entitled to one vote for each Unit owned. If a Unit Owner owns more than one Unit, such individual shall be entitled to one vote for each Unit owned. Any 2 Units which have been combined into one living area shall be deemed to be 2 Units (as if they had not been so combined) and shall therefore be entitled to 2 votes to be cast by its Owner. The vote of a Unit shall not be divisible.

2. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

2.11 Membership-Designation of Voting Member. Persons or entities shall become members of the Association on the acquisition of fee simple title to a Unit in the Condominium after approval of the acquisition in the manner provided in Sections 18.1 and 18.2 of the Declaration. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person (other than a husband and wife), or a corporation, partnership, or other artificial entity, the voting interest of that Unit shall be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Association in its official records.

2.12 Proxies; Powers of Attorney. Voting interests may be exercised in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him or her, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for more than 90 days after the date of the first meeting for which it was given, and may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be

signed by the Unit Owner or by the designated person mentioned in Section 2.11 of these Bylaws, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting the authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution is not authorized.

2.13 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that when meetings have been called to consider the enactment of a budget to replace a proposed budget that exceeds 115% of the assessments for the preceding year, the meetings may not be adjourned for lack of a quorum and if a quorum is not present the excessive budget shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.14 Waiver of Notice. Unit Owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at, or after the meeting for which the waiver is given.

2.15 Action by Members Without a Meeting. Unit Owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed

elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles, or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the members, and responses received after that time period shall not be considered.

2.16 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized representative of the member, and Board members. The minutes shall be retained by the Association for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

2.17 Order of Business. The order of business at annual meetings of members and, as far as practical, at other members' meetings, shall be:

- a. Call to order.
- b. Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside.
- c. Calling of the roll, certifying of proxies, determination of a quorum.
- d. Proof of notice of meeting or waiver of notice.
- e. Reading and disposal of any unapproved minutes.
- f. Reports of Officers.
- g. Reports of committees.

- h. Appointment of inspectors of election.
- i. Determination of number of Directors.
- j. Election of Directors.
- k. Unfinished business.
- l. New business.
- m. Adjournment.

2.18 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board of Directors acting alone:

- a. Amendments to the Declaration, except those made by the Developer recording a Certificate of Surveyor, or as otherwise provided specifically in the Declaration.
- b. Merger of two or more independent condominiums of a single complex to form a single condominium.
- c. Purchase of land or recreation lease.
- d. Cancellation of grants or reservations made by the Declaration, a lease, or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners other than the Developer, that provides for operation, maintenance, or management of the Condominium Association or property serving the Unit Owners.
- e. Exercise of option to purchase recreational or other commonly used facilities lease.
- f. Providing no reserves, or less than adequate reserves.
- g. Recall of members of Board of Directors.
- h. Other matters contained in the Declaration, the Articles, or these Bylaws that specifically

require a vote of the members.

III. DIRECTORS

3.1 Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the Board may decide. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either Unit Owners, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after ceasing to meet those requirements. Such a person so serving shall resign or be deemed to have resigned as Director no later than the occurrence of the event which results in the qualifications no longer being met.

3.2 Election of Directors. Directors shall be elected at the annual meeting in the following manner:

a. The Board of Directors shall be elected by written ballot or voting machine.

b. Proxies shall not be used to elect the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless a majority of the Unit Owners by affirmative vote approve the use of proxies for that purpose.

c. The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each Unit Owner no less than 60 days before the scheduled election. The Association shall mail or deliver to the Unit Owners at the addresses listed in the official

records of the Association a second notice of the election, ballot, and any information sheets timely submitted by the candidates prior to the scheduled election. The information sheets shall not contain any communication from the Board that endorses, disapproves, or otherwise comments on any candidate.

3.3 Term. Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his or her successor is duly elected and qualified or until he or she is removed in the manner provided in Section 3.5. of these Bylaws. However, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, the members may vote to create classes of directorships having a term of one, two, or three years so that a system of staggered terms will be initiated.

3.4 Vacancies. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director. If a system of staggered terms is initiated by the members of the Association, then the remaining term of any vacating Director shall be filled from the time of the next election of Directors by the normal members election process.

3.5 Removal. Any Director may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners may be called for this purpose by 10% of the voting interests on giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the special meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. No