

JOHN BOGGS
3185 US HWY 27 SOUTH
HAINES CITY, FL 33844

**BYLAWS
OF**

**LAKE REGION MOBILE HOME OWNERS, INC.
A FLORIDA NOT-FOR-PROFIT CORPORATION**

EFFECTIVE FEBRUARY 26, 2013

These are the bylaws of LAKE REGION MOBILE HOME OWNERS, INC. hereinafter called the Association, which is a not-for-profit Association organized under the laws of the state of Florida. These Bylaws are adopted for the purpose of aiding in the governing of the Association.

TERMS

The terms "Assessment", "Association", "Board of Administration", "Bylaws", "Common areas", "Common expenses", "Common surplus", "Cooperative", "Cooperative parcel", "Cooperative property", "Unit", "Unit owner", and "Common areas" shall have the meanings defined in Section 719.103. F.S.

ARTICLE I. CORPORATE OFFICES

The principal office of the Association shall be in the state of Florida in Polk County at LAKE REGION MOBILE HOME VILLAGE (the "Park") located at 31850 US Hwy. 27 S., Haines City, Florida 33844. The Association shall designate a registered office and registered agent in accordance with Florida law and shall maintain them continuously.

ARTICLE II, UNIT OWNERS

Section 1. Qualification and Admission of Unit owners.

Unit owners in this Association shall be limited to owners of mobile homes located upon Cooperative units located in the Park who have purchased membership certificates in the Association and executed a proprietary lease (the "Cooperative parcel") with the Association. The transferee of a Cooperative parcel, either voluntarily, in accordance with those Bylaws, or by operation of law, shall automatically become a Unit owner of the Association if all the requirements established by the Board of Directors, from time to time, have been met. If the membership certificate is vested in more than one person, all of the persons owning the membership certificate shall be eligible to hold office, attend

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1 meetings and act as full Unit owners of the Association, but, as
2 hereinafter indicated, the vote of a membership certificate
3 shall be cast by the "voting Unit owner."
4

5 **Section 2. Annual Meetings.**

6 The annual meeting of the Unit owners shall be held on the
7 fourth Tuesday of February of each year unless otherwise
8 determined by the Board of Directors. The purpose of the annual
9 meeting of Unit owners is to elect Directors, if applicable, and
10 to transact such other matters as may properly come before the
11 Unit owners. However, failure to hold an annual meeting timely
12 shall in no way affect the terms of Officers or Directors of the
13 Association or the validity of actions of the Association. Each
14 Unit owner attending any meeting of the Unit owners shall have
15 the right to participate in the meeting, with reference to
16 designated agenda items only, pursuant to the rules of
17 participation established by the Division. Any Unit owner
18 attending such meetings shall have the right to electronically
19 record and/or videotape the meeting.
20

21 **Section 3. Special Meetings.**

22 Special meetings of Unit owners may be called by the President
23 or by a majority of the Board of Directors then in office or by
24 Unit owners holding ten percent (10%) or more of the outstanding
25 votes of the Association. The purpose of each special meeting
26 shall be stated in the notice and may only include purposes
27 which are lawful and proper for Unit owners to consider.
28

29 **Section 4, Place of Meeting.**

30 All meetings shall be held at the recreation hall of the Park
31 unless otherwise specified by the Board of Directors, in which
32 case such meeting shall be in a location convenient to the Unit
33 owners and located in Polk County, Florida.
34

35 **Section 5. Notice of Meeting.**

36 Not less than sixty (60) days before a scheduled meeting, the
37 Association shall mail or deliver, whether by separate mailing
38 or included in another Association mailing or delivery including
39 regularly published newsletters, to each Unit owner entitled to
40 vote, a first notice stating the place, day and hour of the
41 election of Directors and the purpose or purposes for which the
42 meeting is called. If no election of Directors is required, then
43 the notice shall state that there shall be no election and the
44 names of the members of the Board shall be announced at the
45 meeting. Notice shall be given by or at the direction of the
46 President or the Secretary or the persons calling the meeting to
47 each Unit owner of record entitled to vote at the meeting. If

1 mailed, such notice shall be deemed to have been delivered when
2 deposited in the United States Mail addressed to the Unit owner
3 at his address as it appears on the records of the Association
4 with postage thereon prepaid. Notice shall also be posted in a
5 conspicuous place at the Park at least fourteen (14) continuous
6 days prior to the date of the meeting. An affidavit of
7 compliance with the notice requirements shall be made a part of
8 the official records of the Association or a certificate of
9 mailing provided by the United States Postal Service.

10
11 **Section 6. Waiver of Notice.**

12 A written waiver of notice signed by a Unit owner, whether
13 before or after a meeting, shall be equivalent to the giving of
14 such notice. Attendance of a Unit owner at a meeting shall
15 constitute a waiver of notice of such meeting, except when the
16 Unit owner attends for the express purpose of objecting, at the
17 beginning of the meeting, to the transaction of any business
18 because the meeting is not lawfully called or convened.

19
20 **Section 7. Action Without Meeting.**

21 Any action of the Unit owners may be taken without a meeting,
22 without prior notice and without a vote, if a consent in writing
23 setting forth the action so taken is signed by a majority of
24 Unit owners of the Association. Within ten (10) days after
25 obtaining such authorization by written consent, notice must be
26 given to those Unit owners who have not consented in writing.
27 The notice shall fairly summarize the material features of the
28 authorized action. Any certificate to be filed as a result of
29 the Unit owners action under this section shall state that
30 written consent was given in accordance with Section 607.394.
31 F.S.

32
33 **Section 8. Voting Record.**

34 The Officers having charge of the official records of the
35 Association shall make at least ten (10) days before each
36 meeting of Unit owners, a complete list of the Unit owners
37 entitled to vote at such meeting or any adjournment thereof. The
38 list shall be kept on file at the registered office of the
39 Association or at the principal place of business of the
40 Association, and any Unit owner shall be entitled to inspect the
41 list at any time during usual business hours. The list shall
42 also be produced and kept open at the time and place of the
43 meeting and shall be subject to the inspection of any Unit owner
44 at any time during the meeting. If no such demand is made,
45 failure to comply with the requirements of this section shall
46 not affect the validity of any action taken at such meeting.

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1 **Section 9. Unit owner Quorum and Voting.**

2 Unless otherwise required by the Articles of Incorporation,
3 these Bylaws or the Cooperative Proprietary lease, a quorum of
4 Unit Owners for a meeting of Unit Owners shall be a majority of
5 the designated voting Unit owners of the Association, attending
6 either in person or by proxy, who are entitled to vote at such
7 meeting. If a quorum is present, unless otherwise provided by
8 law, the Articles of Incorporation, these Bylaws or the
9 Cooperative proprietary lease, the affirmative vote of a
10 majority of the Unit owners attending the meeting (either in
11 person or by proxy) entitled to vote on the subject matter shall
12 be the act of the Unit owners except for the election of
13 Directors. After a quorum has been established at a Unit owners'
14 meeting, the subsequent withdrawal of Unit owners, so as to
15 reduce the number of Unit owners entitled to vote at the meeting
16 below the number required for a quorum, shall not affect the
17 validity of any action taken at the meeting or any adjournment
18 thereof. If a quorum is not present when a meeting starts, then
19 a majority of the Unit owners at the meeting may adjourn the
20 meeting from time to time without further notice until a quorum
21 is present except for the election of Directors as provided
22 herein.

23
24 **Section 10. Votes.**

25 *(a) Voting Unit.* Each voting Unit shall be entitled to one (1)
26 vote on each matter submitted to a vote at a meeting of Unit
27 owners. For purposes of voting, if the owner of a Cooperative
28 parcel in the Park consists of more than one owner, that vote
29 shall be indivisible and shall be entitled to one (1) vote and
30 shall be considered as one (1) Unit owner.

31
32 *(b) Designation of Voting Unit owner.* All Unit owners shall
33 register with the appropriate clerk prior to every meeting of
34 the Unit owners at which a vote is to be taken. If a Cooperative
35 parcel is owned by more than one person, the person designated
36 to cast the Unit owner vote shall register with the appropriate
37 clerk prior to every meeting of the Unit owners at which a vote
38 is to be taken, signing with the Registrar of Unit owners
39 indicating that he assumes full responsibility for being the
40 designated voting Unit owner at that meeting only.

41
42 **Section 11. Proxies.**

43 Every Unit owner entitled to vote at a meeting of Unit owners or
44 to express consent or dissent without a meeting, may authorize
45 another Unit Owner or Association officer to act for him by
46 proxy, but no one, other than the Secretary of the Association,
47 shall be authorized to hold more than five (5) proxies. Every

1 proxy shall be in writing and shall be signed by the Unit owner
2 or his otherwise duly authorized attorney in fact. Every proxy
3 shall be effective only for the specific meeting for which it
4 has been given and any lawfully adjourned meeting thereof,
5 except that in no event will a proxy be valid for more than
6 ninety (90) days from the date it was executed. Every proxy
7 shall be revocable at the pleasure of the Unit owner executing
8 it, except as otherwise provided by law. Limited proxies shall
9 be used for votes taken to waive or reduce reserves in
10 accordance with Section 719.106(j)(2), F.S. and for votes taken
11 to amend the Articles of Incorporation or Bylaws and for voting
12 for non-substantive changes to items for which a limited proxy
13 is required and given and for any other matter for which a vote
14 of the Unit owners is required. No proxy of any kind or
15 description may be used for the election of members of the Board
16 of Directors. General proxies may be used for other matters for
17 which limited proxies are not required, and may also be used in
18 voting for non-substantive changes to items for which a limited
19 proxy is required and given. Notwithstanding the provisions of
20 this section, Unit owners may vote in person at Unit owner
21 meetings.
22

23 **Section 12. Absentee Ballots.**

24 In the event absentee ballots are permitted by vote of the Board
25 of Directors, they will only be available to those Unit owners
26 who are physically absent from the Park at the time that the
27 meeting is to be held or who have a physical disability or
28 limitation which makes it impossible for them to attend the
29 meeting. If an absentee ballot is permitted, the secretary of
30 the Association shall mail the ballot to the Unit owner who
31 shall return the ballot to the Secretary no later than three (3)
32 days prior to the meeting. Any absentee ballot may be revoked at
33 the meeting in the event that the Unit owner voting by absentee
34 ballot is present at the meeting. Absentee ballots may be
35 considered for purposes of establishing a quorum only on those
36 matters voted on in the absentee ballot but may not be used for
37 the election of Directors.
38

39 **Section 13. Referendum.**

40 A Referendum of Unit owners may be called by the President or by
41 a majority of the Board of Directors then in office or by Unit
42 owners holding ten percent (10%) or more of the outstanding
43 votes of the Association. The purpose of a referendum shall be
44 stated in the notice and may only include purposes which are
45 lawful and proper for Unit owners to consider. A valid
46 referendum shall be comprised of ballots constituting a majority
47 of the designated voting Unit owners of the Association who are

1 entitled to vote. Unless otherwise provided by law, the Articles
2 of Incorporation, these Bylaws or the Cooperative proprietary
3 lease, the affirmative vote of a majority of the Unit owners
4 submitting ballots shall be the act of the Unit owners and have
5 the same effect as the Annual or a Special called meeting of the
6 Unit owners.

7
8 **ARTICLE III. BOARD OF ADMINISTRATION**

9
10 **Section 1. General Powers.**

11 Subject to the limitations of the Articles of Incorporation,
12 these Bylaws, the Florida Not For Profit Corporation Act, the
13 Mobile Home Act and the Cooperative Act concerning corporate
14 action that must be authorized or approved by the Unit owners of
15 the Association, all corporate powers shall be exercised by or
16 under the authority of the Board of Administration (referred to
17 herein as the "Board of Directors" or "Board"), and the
18 management and affairs of the Association shall be controlled by
19 the Board of Directors for the use and benefit of the Unit
20 owners.

21 *(a) Alterations and/or Changes to common elements.* Changes to
22 common elements primarily involving maintenance; changes or
23 alterations to common elements necessary and/or advisable for
24 compliance with rules, regulations, requirements, and laws of
25 appropriate governing bodies; and changes or alterations to
26 common elements and/or conversion of existing elements for
27 safety or cost effectiveness as deemed solely by the Board of
28 Directors shall not require the approval of any percentage of
29 the Unit Owners even if they are noticeable and/or material.
30 Such alterations and/or changes may be included in the annual
31 budget of common expenses prepared and approved by the Board of
32 Directors. Changes wholly funded by the Social Club, or related
33 organizations, shall, upon approval of the Board of Directors,
34 not require approval of the Unit owners even if they are
35 noticeable or material. All other material changes or
36 alterations to common elements shall require a vote of two-
37 thirds (2/3) of the voting interests of the Unit owners, present
38 in person or represented by proxy, at an annual meeting or
39 special meeting called for that purpose, or by Referendum.

40
41 **Section 2, Number, Qualification, Election and Tenure.**

42 The number of Directors shall be seven (7) and may be increased
43 or decreased from time to time by the vote of a majority the
44 Unit owners present in person or by proxy at the annual meeting
45 of the Unit owner but shall never be less than five (5). The
46 Directors shall serve for two year terms. If the number of
47 Board members is seven (7), three of the Directors shall be

1 elected in even numbered years, and four of the Directors shall
2 be elected in odd numbered years. If the number of Board
3 members is less than seven (7), the terms shall be adjusted such
4 that as equal as possible a number of Board members are elected
5 in any given year. The Directors shall be elected by the Unit
6 owners at the annual meeting of the Unit owners and each
7 Director elected shall serve for their respective term and until
8 their successors have been elected and qualified. The election
9 of the Directors shall be in the following manner:

10

11 *(a) First Notice.* Not less than sixty (60) days before the
12 meeting at which the Directors will be elected, the Secretary of
13 the Association shall mail or deliver, whether by separate
14 mailing or included in another Association mailing or delivery
15 including regularly published newsletters, to each Unit owner
16 entitled to vote, a first notice stating the date, day and hour
17 of the meeting at which the Directors will be elected.

18

19 *(b) Candidates; Nominations; Second Notice.* Any Unit owner or
20 other eligible person desiring to be a candidate for the Board
21 of Directors shall give written notice to the Association not
22 more than sixty (60) days nor less than forty (40) days before
23 a scheduled election. The Board shall hold a special meeting on
24 the fortieth (40th) day before the date of the election. At
25 that meeting, any Unit owner may nominate themselves or another
26 unit owner if the Unit owner has written permission to nominate
27 the other Unit owner. Not less than thirty (30) days before the
28 election meeting, the secretary of the Association shall mail
29 the second notice of the election meeting to all unit owners
30 entitled to vote therein, together with a ballot which shall
31 list all candidates. Upon request of a candidate, the
32 Association shall include an information sheet, no larger than 8
33 1/2 X 11 inches furnished by the candidate not less than thirty-
34 five (35) days before the election, to be included with the
35 mailing of the ballot, with the cost of mailing to be borne by
36 the Association. The Association has no liability for the
37 content of the information sheets provided by the candidates.

38

39 *(c) Qualifications.* To qualify to serve as a Director, the person
40 nominated must be a Unit owner. Any number of Unit owners may
41 be presented as nominees.

42

43 *(d) Balloting.* At the annual meeting, the President shall
44 appoint one (1) of the Unit owners to be a chairperson for the
45 election committee who will select other Unit owners to assist
46 with the election process and the counting of ballots. The
47 election committee may be selected from all areas of the Park

1 with the goal of reasonably fair representation. Every election
2 of Board members, whether regular election or election due to
3 vacancy, resignation or removal, shall be by written ballot or
4 voting machine and shall comply with all rules governing
5 election of Directors as set forth by the Division. Elections
6 shall be decided by plurality of those ballots cast. No quorum
7 shall be required for election of members of the Board of
8 Directors as long as at least twenty percent (20%) of the
9 eligible Unit owners cast proper ballots. No Unit owner shall
10 permit any other persons to vote his ballot, and any such
11 ballots improperly cast shall be deemed invalid. Any Unit owner
12 violating this section may be fined by the Association in
13 accordance with Section 719.303(3) F.S. The regular election of
14 Directors shall occur on the date of the annual meeting of unit
15 owners. In the event less than twenty percent (20%) of the Unit
16 owners cast proper ballots, the date of the adjourned meeting
17 must be set to permit the Association to meet all notice
18 requirements for the election of Directors. Any ballot cast for
19 the election of Directors prior to the adjournment of the
20 meeting shall be marked invalid and must be retained by the
21 Association pursuant to Section 719.104 F.S. The rules
22 promulgated by the Division shall be used to break tie votes.

23
24 *(e) Uncontested elections.* Notwithstanding the provision of this
25 section or the Cooperative Act, an election and balloting are
26 not required unless more candidates file a notice of intent to
27 run or are otherwise nominated than vacancies exist on the
28 Board. In the event no election is necessary, the second notice
29 shall state that the number of candidates does not exceed the
30 number of vacancies and therefore, no election is required. The
31 notice shall also state that the members of the Board will be
32 announced at the annual meeting.

33
34 *(f) Ballot recount.* A ballot recount must be requested in
35 writing within forty eight (48) hours following the election and
36 will be completed within seven (7) working days following the
37 election. The recount will be under the supervision of the
38 chairman of the election committee.

39
40 *(g) Tie vote.* A runoff election shall be held if two (2) or more
41 candidates receive an equal number of votes for the same
42 position and if the number of votes received would have
43 otherwise elected only one of the two or more candidates. The
44 runoff election for that one position shall involve only those
45 candidates receiving that equal number of votes. The runoff
46 election will be under the supervision of the chairman of the
47 election committee. Within seven (7) working days of the

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1 election the Secretary of the Association will mail or deliver
2 to each Unit owner a notice of the date scheduled for the runoff
3 election along with a ballot of candidates with the tie vote and
4 a copy of the candidates' information sheets. The runoff
5 election must be held not less than twenty-one (21) days after
6 the election in which the tie vote occurred and not more than
7 thirty (30) days after the election which the tie vote occurred.
8

9 *(h) Ballot security.* Immediately following an election, all
10 ballots must be secured and placed in a safety deposit box by
11 the chairman of the election committee for a period of thirty
12 (30) days.
13

14 Section 3. Annual Meeting.

15 The Board of Directors shall hold its annual meeting at the same
16 place as and immediately following each annual meeting of Unit
17 owners for the purpose of the election of Officers and the
18 transaction of such other business as may come before the
19 meeting. However another place and time for such meeting may be
20 fixed by written consent of all of the Directors, and proper
21 notice to the Members.
22

23 Section 4. Regular Meetings.

24 Regular meetings of the Board of Directors may be held at such
25 time and at such place as shall be determined from time to time
26 by the Board of Directors. Unit owners shall have the right to
27 attend any meeting of the Board of Directors at which a quorum
28 of the Board is present. Each Unit owner attending any meeting
29 of the Board of Directors shall have the right to participate in
30 the meeting with reference to designated agenda items only
31 pursuant to the guidelines of participation established by the
32 Board of Directors and Florida law. Any Unit owner attending
33 said meeting shall have the right to electronically record
34 and/or videotape the meeting subject to the rules established by
35 the Division. Any item not included on the agenda may be taken
36 up by the Board on an emergency basis by a vote of at least a
37 majority plus one vote of the members of the Board. Such
38 emergency action shall be noticed and ratified at the next
39 regular meeting of the Board.
40

41 Section 5. Special Meetings.

42 Special meetings of the Board of Directors may be called by the
43 Chairman of the Board (if there is one), the President, or any
44 Director. The person or persons authorized to call special
45 meetings of the Board of Directors may fix a reasonable time and
46 place for holding them. Unit owners attending special meetings

1 shall have the same rights and privileges as stated above in
2 section 4 of this Article.

3
4 **Section 6. Telephone Meetings.**

5 Directors may participate in meetings of the Board of Directors
6 by means of a conference telephone or similar communications
7 equipment by which all persons participating can hear each other
8 at the same time, and participation by such means shall
9 constitute presence in person at such a meeting.

10
11 **Section 7. Action Without Meeting.**

12 Any action of the Board of Directors may be taken without a
13 meeting if a consent in writing setting forth the action so
14 taken signed by all of the Directors is filed in the minutes of
15 the Board of Directors. Such consent shall have the same effect
16 as a unanimous vote.

17
18 **Section 8. Notice and Waiver.**

19 Except in case of emergency, notice of time and place of any
20 meeting of the Board of Directors shall be given by notice
21 posted in a conspicuous place in the Park/community at least
22 forty eight (48) continuous hours prior thereto, and to each
23 director by written notice delivered personally, by mail, or by
24 electronic transmission to each Director at his/her address if
25 the Director(s) consent(s) to receiving notice electronically,
26 at least forty-eight (48) continuous hours prior thereto. If
27 mailed, such notice shall be deemed to be delivered when
28 deposited in the United States Mail with postage prepaid. Any
29 Director may waive notice of any meeting, either before, at, or
30 after such meeting by signing a waiver of notice. The attendance
31 of a Director at a meeting shall constitute a waiver of notice
32 of such meeting and a waiver of any and all objections to the
33 place of such meeting or the manner in which it has been called
34 or convened, except when a Director states at the beginning of
35 the meeting any objection to the transaction of business because
36 the meeting is not lawfully called or convened. Any meeting at
37 which non-emergency special assessments, or at which amendment
38 to the rules regarding Unit use will be considered shall be
39 mailed or delivered to the Unit owners and posted conspicuously
40 in the Park/community not less than fourteen (14) continuous
41 days prior to the meeting. An affidavit stating that the
42 Association has complied with the notice requirements shall be
43 made a part of the official records of the Association.

44
45 **Section 9. Quorum and Voting.**

46 A majority of Directors in office shall constitute a quorum for
47 the transaction of business except as otherwise provided in the

1 Cooperative Act or these By-laws. The vote of a majority of
2 Directors present at a meeting at which a quorum is present
3 shall constitute the action of the Board of Directors. If less
4 than a quorum, is present, then a majority of those Directors
5 present may adjourn the meeting from time to time until a quorum
6 is present. Unless a day, time and place of the reconvened
7 meeting is set forth at the meeting of the Board of Directors in
8 which a quorum is not present, compliance with all of the notice
9 requirements set forth herein is required for any reconvened
10 meeting.

11
12 **Section 10. Vacancies.**

13 (a) *Resignation or death.* Any vacancy occurring in the Board of
14 Directors by reason of resignation or death may be filled by the
15 affirmative vote of a majority of the remaining Directors even
16 though it may be less than a quorum of the Board of Directors,
17 unless otherwise provided by law, the Articles of Incorporation,
18 or these By-laws. A Director selected by the Board to fill a
19 vacancy shall hold office only until the next election of
20 Directors by the Unit owners. Any such election shall be to
21 fill the remaining term of that previous Board member, if any.
22 Any directorship to be filled by reason of an increase in the
23 number of Directors shall be filled by election at an annual
24 meeting of Unit owners or a special meeting of Unit owners
25 called for that purpose.

26
27 (b) *By recall.* A vacancy occurring on the Board as a result of
28 a recall where less than a majority of the Board members are
29 removed, may be filled by the affirmative vote of a majority of
30 the remaining Directors, notwithstanding any provision to the
31 contrary contained in the Cooperative Act. If vacancies occur on
32 the Board as a result of a recall and a majority or more of the
33 Board members are removed, the vacancies shall be filled in
34 accordance with procedural rules adopted by the Division, which
35 rules need not be consistent with the Cooperative Act or these
36 By-laws. If more than a majority of the Board is recalled and
37 the Division has failed to promulgate rules, the Unit owners may
38 exercise their remedies under Section 719.1064. F.S. or any
39 other statutory or regulatory remedy. Exercise of one remedy
40 will not preclude the Association from electing other remedies.

41
42 **Section 11. Recall and Removal.**

43 (a) *Recall meeting.* At a meeting of Unit owners called expressly
44 for that purpose, any Director or Directors may be removed from
45 office, with or without cause, by vote or an agreement in
46 writing of a majority of the voting interests of all the Unit
47 owners then entitled to vote at an election of Directors. A

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1 special meeting of the Unit owners to recall a member or members
2 of the Board may be called by ten percent (10%) of the Unit
3 owners giving notice of the meeting at least five (5) days
4 before the meeting and stating the purpose of the meeting. The
5 vacancies unfilled shall be filled in accordance with provisions
6 in these Bylaws for vacancies.

7
8 *(b) Majority vote.* If the recall is approved by a majority of
9 all voting interests by a vote at a meeting, the recall shall be
10 effective as provided herein. The Board shall duly notice and
11 hold a Board meeting within 5 full business days of the
12 adjournment of the unit owner meeting to recall one or more
13 Board members. At the meeting, the Board shall either certify
14 the recall, in which case such member or members shall be
15 recalled effective immediately and shall turn over to the Board
16 within 5 full business days any and all records and property of
17 the association in their possession.

18
19 *(c) Certification.* If the proposed recall is by an agreement in
20 writing by a majority of all voting interests, the agreement in
21 writing or a copy thereof shall be served on the association by
22 certified mail or by personal service in the manner authorized
23 by chapter 48 and the Florida Rules of Civil Procedure. The
24 board of administration shall duly notice and hold a meeting of
25 the board within 5 full business days after receipt of the
26 agreement in writing. At the meeting, the board shall either
27 certify the written agreement to recall members of the board, in
28 which case such members shall be recalled effective immediately
29 and shall turn over to the board, within 5 full business days,
30 any and all records and property of the association in their
31 possession, or proceed as described in subparagraph (d).

32
33 *(d) Arbitration.* If the Board determines not to certify the
34 written agreement to recall members of the Board, or does not
35 certify the recall by a vote at a meeting, the Board shall,
36 within 5 full business days after the board meeting, file with
37 the division a petition for binding arbitration pursuant to the
38 procedures of Section 719.1255, F.S. For purposes of this
39 paragraph, the unit owners who voted at the meeting or who
40 executed the agreement in writing shall constitute one party
41 under the petition for arbitration. If the arbitrator certifies
42 the recall as to any member of the board, the recall shall be
43 effective upon mailing of the final order of arbitration to the
44 association. If the association fails to comply with the order
45 of the arbitrator, the division may take action pursuant to s.
46 719.501. Any member so recalled shall deliver to the board any
47 and all records and property of the association in the member's

1 possession within 5 full business days of the effective date of
2 the recall.

3
4 **Section 12. Resignations.**

5 Any Director may resign at any time by submitting a written
6 resignation which shall take effect at the time and as specified
7 in the notice of resignation or if no time is specified, at the
8 time of receipt by the President or Secretary. The acceptance of
9 a resignation shall not be necessary to make it effective.

10
11 **Section 13, Presumption of Assent.**

12 A Director of the Association who is present at a meeting of the
13 Board of Directors at which action on any corporate matter is
14 taken shall be presumed to have assented to the action taken
15 unless he votes against such action or abstains from voting
16 because of an asserted conflict of interest. A vote or
17 abstention for each member present shall be recorded in the
18 minutes of the meeting.

19
20 **Section 14. Compensation.**

21 The Directors shall not receive any stated salary for their
22 services as Directors or as Members of any committees but may
23 receive reimbursement for actual expenses.

24
25 **Section 15. Unit owner written inquiries .**

26 When a Unit owner files a written inquiry by certified mail
27 with the Board, the Board shall respond in writing to the Unit
28 owner within thirty (30) days of the receipt of the inquiry .
29 The Board's response shall either give a substantive response to
30 the inquirer , notify the inquirer that a legal opinion has
31 been requested or notify the inquirer that advice has been
32 requested from the Division. If the Board requests advice from
33 the Division, the Board shall, within ten (10) days of receipt
34 of the advice, provide in writing a substantive response to the
35 inquirer. If a legal opinion is requested, the Board shall,
36 within sixty (60) days after the receipt of the inquiry, provide
37 a substantive response to the inquirer. The failure to provide a
38 substantive response to the inquirer as provided herein
39 precludes the Board from recovering attorney's fees and costs in
40 any subsequent litigation, administrative proceeding, or
41 arbitration arising out of the inquiry .

42
43 **ARTICLE IV. OFFICERS**

44
45 **Section 1. Officers.**

46 The Officers of this Association shall be a President, one or
47 more Vice Presidents, Secretary and Treasurer, each of whom

1 shall be elected by the Board of Directors. A Chairman of the
2 Board, and such other Officers and assistant Officers as may be
3 deemed appropriate may be elected by the Board of Directors from
4 time to time. Any two or more offices may be held by the same
5 person. A failure to elect a President, Secretary or Treasurer
6 shall not affect the existence of the Association.

7
8 **Section 2. Election and Term of Office.**

9 The Officers of the Association shall be elected annually by the
10 Board of Directors at its meeting after each annual meeting of
11 Unit owners. If the election of Officers shall not be held at
12 such meeting, such election shall be held as soon thereafter as
13 may be convenient. Each Officer shall hold office until his/her
14 successor shall have been duly elected and shall have qualified,
15 or until his/her death, or until he/she shall resign or shall
16 have been removed in the manner hereinafter provided.

17
18 **Section 3. Removal.**

19 Any Officer may be removed from office at any time, with or
20 without cause, on the affirmative vote of a majority of the
21 Board of Directors whenever, in its judgment, the best interests
22 of the Association will be served thereby. Removal shall be
23 without prejudice to any contract rights of the person so
24 removed; but election of an Officer shall not of itself create
25 contract rights.

26
27 **Section 4. Vacancies.**

28 Vacancies of offices, however occasioned, may be filled at any
29 time by election by the Board of Directors for the unexpired
30 terms of such offices.

31
32 **Section 5. Duties.**

33 The Chairman of the Board, or the President if there is no
34 Chairman of the Board, shall preside at all meetings of the
35 Board of Directors and of the Unit owners. The President shall
36 be the chief executive officer of the Association. A Vice
37 President shall, in the case of the absence or disability of the
38 President, perform all of the duties of the President. The Vice
39 President shall perform such other duties as may be assigned by
40 the Board of Directors or the President. The Secretary shall
41 keep a record of the proceedings of the meetings of the Board of
42 Directors and the meetings of the Unit owners of the
43 Association. The Secretary shall also keep an accurate record of
44 the attendance at meetings and shall have charge of the
45 Association seal and shall affix the Association seal to such
46 instruments as are authorized by the Board of Directors. The
47 Treasurer shall have charge of the funds of the Association and

1 shall keep a correct account of all monies received and
2 disbursed by the Association. The Treasurer shall present a
3 financial report to the Board of Directors at each regular Board
4 meeting for the period since the date of the last Board meeting.
5 The Treasurer shall also present a report of the receipts and
6 disbursements for the previous year and a budget for the
7 upcoming year at each annual meeting of the Association. Subject
8 to the foregoing, the Officers of the Association shall have
9 such powers and duties as usually pertain to their respective
10 offices and such additional powers and duties specifically
11 conferred by law, by the Articles of Incorporation, these
12 Bylaws, or as may be assigned to them from time to time by the
13 Board of Directors.

14

15 **Section 6. Salaries.**

16 Officers of the Association shall serve without compensation,
17 except that they may be reimbursed for out of pocket expenses
18 incurred in conducting their duties as Officers.

19

20 **Section 7. Delegation of Duties.**

21 In the absence or disability of any Officer of the Association
22 or for any other reason deemed sufficient by the Board of
23 Directors, the Board may delegate his powers or duties to any
24 other Officer or to any other Director.

25

26 **ARTICLE V. EXECUTIVE AND OTHER COMMITTEES**

27

28 **Section 1. Creation of Committees.**

29 The Board of Directors may, by resolution passed by a majority
30 of the whole Board, designate an Executive Committee and/or one
31 or more other committees.

32

33 **Section 2. Executive Committee.**

34 The Executive committee (if there is one) shall consult with and
35 advise the Officers of the Association in the management of its
36 affairs and shall have and may exercise, to the extent provided
37 in the resolution of the Board of Directors creating such
38 Executive Committee, such powers of the Board of Directors as
39 can be lawfully delegated by the Board.

40

41 **Section 3. Other Committees.**

42 Such other committees shall have such functions and may exercise
43 such power of the Board of Directors as can be lawfully
44 delegated to the committee, to the extent provided in the
45 resolution or resolutions creating such committee or committees.

46

47

1 **Section 4. Meetings.**

2 Regular meetings of the Executive Committee and other committees
3 at which a quorum of Directors is present must abide by all
4 notice requirements for meetings of the full Board of Directors
5 as set forth herein and may be held at such time and at such
6 place as shall from time to time be determined by the Executive
7 Committee or such other committees, and special meetings of the
8 Executive Committee or such other committees may be called by
9 any member thereof upon notice to the other members of such
10 committee in the manner provided in these Bylaws pertaining to
11 notice for Directors' meetings. Unit owners shall have the right
12 to participate in meetings of committees as defined by Section
13 719.103, F.S..
14

15 **Section 5. Vacancies.**

16 Vacancies on the Executive committee or on other committees
17 shall be filled by the Board of Directors then in office at any
18 regular or special meeting of the Board of Directors.
19

20 **Section 6. Quorum.**

21 At all meetings of the Executive Committee or other committees,
22 a majority of the committee's members then in office shall
23 constitute a quorum for the transaction of business.
24

25 **Section 7. Manner of Acting.**

26 The acts of a majority of the members of the Executive committee
27 or other committees present at any meeting at which there is a
28 quorum shall be the act of such committee.
29

30 **Section 8. Minutes.**

31 The Executive Committee (if there is one) and the other
32 committees shall keep regular minutes of their proceedings and
33 report the same to the Board of Directors when required.
34

35 **ARTICLE VI, MEMBERSHIP CERTIFICATES**

36 **Section 1. Form and Issuance.**

37
38 Members of the Association shall be issued certificates signed
39 by the President or a Vice President, and by the Secretary or an
40 Assistant Secretary. Each Membership certificate shall state the
41 following: (a) the name of the Association; (b) that the
42 Association is organized under the laws of the State of Florida;
43 and (c) the name of the person or persons to whom issued. The
44 Membership certificate itself shall convey no rights or
45 privileges, but shall only be for identification.
46
47

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

1 **Section 2. Lost, Stolen or Destroyed Certificates.**

2 The Association may issue a new Membership certificate in the
3 place of any certificate previously issued if the Unit owner
4 named in the certificate (a) makes proof in affidavit form that
5 it has been lost, destroyed or stolen; (b) requests the issuance
6 of a new certificate; and (c) satisfies any other reasonable
7 requirements imposed by the Association.
8

8

9 **Section 3. Transfer fees.**

10 The assignment, sale, mortgage, lease, sublease or other
11 transfer of a Cooperative unit is subject to approval by the
12 Association pursuant to these By-laws and the master proprietary
13 lease. The Association may impose a fee in connection with the
14 approval of the assignment, sale, mortgage, lease or sublease of
15 cooperative units that shall not exceed \$100.00 per applicant
16 other than husband/wife or parent/dependent child, which is
17 considered one applicant. However, if the lease or sublease is a
18 renewal of a lease or sublease with the same lessee or sub
19 lessee, no charge shall be made. The Board of Directors shall
20 have the authority to require a security deposit from sub
21 lessees (renters) in an amount not to exceed the equivalent of
22 one (1) month's rent. The security deposit shall protect against
23 damages to the common areas or Cooperative property. Within
24 fifteen (15) days after a tenant vacates the premises, the
25 Association shall refund the full security deposit or give
26 written notice to the tenant of any claim made against the
27 security. Disputes under this paragraph shall be handled as
28 disputes concerning security deposits under Section 83.49, F.S.
29

29

30 **ARTICLE VII. BOOKS, RECORDS AND REPORTS**

31

32 **Section 1. Financial Report.**

33 The Association shall provide an annual complete financial
34 report of actual receipts and expenditures for the previous
35 twelve (12) months to the Unit owners of the Association and to
36 the Division not later than sixty (60) days after the close of
37 each fiscal year of the Association. The financial report shall
38 be prepared from and in accordance with the books of the
39 Association, in conformity with generally accepted accounting
40 principles applied on a consistent basis and shall be prepared
41 in compliance with and shall include all of the items required
42 by Section 719.104, F.S..
43

43

44 **Section 2. Inspection of Association Records.**

45 Any person who is a Unit owner of the Association shall have the
46 right, for any proper purpose and at any reasonable time, on
47 written demand stating the purpose thereof, to examine and make

47

1 copies from the relevant books and records of accounts, minutes,
2 and records of Unit owners of the Association as specified in
3 Section 719.104(2), F.S.. If such request is received by the
4 Association before the financial statements are available for
5 its last fiscal year, the Association shall provide such
6 financial statements as soon as they become available, but in no
7 event later than sixty (60) days from the fiscal year end. In any
8 event, the financial statements must be available within (60)
9 days after the close of the last fiscal year. Additionally,
10 financial statements shall be filed in the registered office of
11 the Association in Florida and shall be kept for at least seven
12 (7) years.

13

14 **Section 3. Financial Statements.**

15 If required by the Division, the Association shall also provide
16 a copy of the financial report to the Division unless the
17 preparation of the financial statement is waived by the Unit
18 owners. The financial statement may be a review, compilation and
19 review or audit, as required by the Division, and is a separate
20 report from the financial report required by Section 719.104,
21 F.S.

22

23 **Section 4. Bonding.**

24 All persons who control or disburse funds of the Association
25 shall be bonded in the principal sum of not less than \$50,000.00
26 for each such person. The Association shall bear the cost of
27 bonding, unless otherwise provided by contract between the
28 Association and an independent management company. If the
29 Association has retained an independent management company
30 licensed pursuant to Chapter 468, F.S., said management company
31 must provide evidence of compliance with this section unless the
32 duties do not include the controlling or distribution of funds.
33 "Persons who control or disburse funds" is defined as the
34 President and Secretary of the Association and any person
35 authorized to sign checks on the accounts of the Association.

36

37

ARTICLE VIII. BUDGET

38

39 A proposed annual budget of common expenses shall be prepared by
40 the Board of Directors and a copy sent to the Unit owners at
41 least thirty (30) days prior to the meeting at which the budget
42 will be considered. The meeting shall be open to all Unit
43 owners.

44

45 The budget shall show the amounts budgeted by accounts and
46 expense classifications, including but not limited to reserve
47 accounts for capital expenditures, deferred maintenance, roof

1 replacement, building painting, pavement resurfacing,
2 administration of the Cooperative, management fees, maintenance,
3 taxes, insurance, security provisions, other expenses, operating
4 capital, and fees payable to the Division.
5

6 The proposed annual budget of common expenses shall be detailed
7 and shall show the amounts budgeted by accounts and expense
8 classifications including, if applicable, but not limited to,
9 those expenses listed in Section 719.504(20), F.S. In addition
10 to annual operating expenses, the budget shall include reserve
11 accounts for capital expenditures and deferred maintenance.
12 These accounts shall include, but not be limited to, roof
13 replacement, building painting, and pavement resurfacing
14 regardless of the amount of deferred maintenance expense or
15 replacement cost, and for any other items for which the deferred
16 maintenance or replacement cost exceeds \$10,000.00. The amount
17 to be reserved shall be computed by means of a formula which is
18 based upon estimated remaining useful life and estimated
19 replacement cost or deferred maintenance expense of each reserve
20 item. The Association may adjust replacement reserve assessments
21 annually to take into account any changes in estimates or
22 extensions (or lessening) of the useful life of a reserve item
23 caused or otherwise affected by deferred maintenance. The
24 foregoing shall not apply to any budget in which the Unit owners
25 of the Association have, by vote of the majority of Unit owners
26 present at a duly called meeting of the Association, determined
27 for a fiscal year to provide no reserves or reserves less
28 adequate than required by the foregoing section. If a meeting of
29 the Unit owners has been called to determine to provide no
30 reserves or reserves less adequate than required, and such
31 result is not
32 attained or a quorum is not attained, the reserves as included
33 in the budget shall go into effect. Reserve funds and any
34 interest accruing thereon shall remain in the reserve account
35 for authorized reserve expenditures, unless their use for other
36 purposes is approved in advance by a vote of the majority of the
37 voting interests held by Unit owners present at a duly called
38 meeting of the Association.
39

40 The budget shall be adopted at a meeting of the Directors of the
41 Association. The Board of Directors may, in any event, propose a
42 budget to the Unit owners at a meeting of Unit owners or by
43 writing, and if the budget or proposed budget is approved by a
44 majority of the Unit owners present in person or by proxy at the
45 meeting, or by a majority of all Unit owners in writing, the
46 budget shall be adopted. If a meeting of the Unit owners has
47 been called and a quorum is not attained or a substitute budget

1 is not adopted by the Unit owners, the budget adopted by the
2 Board of Directors shall go into effect as scheduled.

3
4 If the budget adopted by the Board requires Assessment against
5 the Unit owners in any fiscal or calendar year exceeding 115
6 percent (115%) of such Assessments for the preceding year, a
7 special meeting of the Unit owners shall be held upon written
8 application of ten percent (10%) of the Unit owners. Not less
9 than ten (10) days' written notice shall be given to each Unit
10 owner, but the meeting shall be held within thirty (30) days of
11 delivery of such application to the Board. At the special
12 meeting, Unit owners may consider and enact a revision of the
13 budget or recall any or all members of the Board by following
14 procedures set forth in the Florida Cooperative Act. Election of
15 replacement Directors shall be as provided in the Cooperative
16 Act, these By-laws or as set forth in rules promulgated by the
17 Division.

18
19 In determining whether assessments exceed 115 percent (115%) of
20 similar Assessments for prior years, any authorized provisions
21 for reasonable reserves for repair or replacement of Cooperative
22 property, anticipated expenses by the Association which are not
23 anticipated to be incurred on a regular or annual basis, or
24 Assessments for betterments to the Cooperative property shall be
25 excluded from computation.

26
27 Within sixty (60) days following the end of the fiscal year the
28 Board shall mail or furnish by personal delivery to each Unit
29 owner a complete financial report of actual receipts and
30 expenditures for the previous twelve (12) months. The report
31 shall show the amount of receipts by accounts and receipt
32 classifications and shall show the amount of expenses by
33 accounts and expense classifications including, but not limited
34 to: costs of security, professional and management fees and
35 expenses, taxes, costs for recreational facilities, expenses for
36 refuse collection and utility services, expenses for lawn care,
37 costs for building maintenance and repair, insurance costs,
38 administrative and salary expenses, general reserves,
39 maintenance reserves, and depreciation reserves.

40 41 **ARTICLE IX. COSTS AND ASSESSMENTS**

42 43 **Section 1. Costs.**

44 All costs of operating, debt retirement, interest, other
45 expenses and a reserve fund shall be shared according to the
46 Schedule of Common Assessments established by the Board of

1 Directors. The Schedule of Common Assessments shall not be
2 changed except by the written consent of those Unit owners
3 affected.

4
5 **Section 2. Assessments.**

6 All Assessments shall be made monthly in amounts sufficient to
7 provide funds in advance for payment of all anticipated current
8 operating expenses, and for all unpaid operating expenses
9 previously incurred and collected monthly and shall specify what
10 portion is to cover debt retirement and what portion is to cover
11 maintenance and other costs.

12
13 **Section 3. Contingency Fund.**

14 Sufficient funds shall be retained from the monthly payments to
15 maintain a contingency fund, to be used by the Board for other
16 than daily expenses.

17
18 **Section 4. Late Fees.**

19 The Board may establish and enforce the payment of late fees for
20 Assessments not paid within five (5) calendar days from their
21 due date. In addition, the Association may levy an
22 Administrative late fee of the greater of five percent (5%) of
23 the Assessment due or twenty five dollars (\$25. 00) per
24 Assessment due.

25
26 **Section 5. Enforcement**

27 The Board of Directors may enforce the payment of Assessments,
28 fees properly imposed by the Board, and interest that has
29 accrued on such unpaid assessments and fees by any method
30 provided by law, including but not limited to the filing of a
31 claim of lien, foreclosure of the Unit owner's interest in the
32 Association and/or Unit, and a civil suit for damages. The
33 choice of any remedy by the Directors does not constitute an
34 election or the waiver of any remedy. Any lien established by
35 the Association shall also include and secure reasonable
36 attorney's fees incurred by the Association incident to the
37 collection of the rents and Assessments for enforcement of such
38 lien. In any foreclosure, the Unit owner shall pay a reasonable
39 rent for the Cooperative parcel. If any Assessment is not paid
40 within thirty (30) days after the delinquency date, which shall
41 be set by the Board of Directors, the Assessment shall bear
42 interest from the date due to the date payment in full is made,
43 at the highest rate allowed by law, and the Association may at
44 any time thereafter bring an action to foreclose the lien
45 against the Unit owner in a like manner as a foreclosure of a
46 mortgage on real property, or a suit on the personal obligation
47 against the Unit owner, and there shall be added to the amount

1 of such Assessment the cost of preparing and filing the
2 complaint in such action including reasonable attorney's fee,
3 and in the event that a judgment is obtained, such judgment
4 shall include interest on the Assessment as provided, and a
5 reasonable attorney's fee to be fixed by the court, together
6 with costs of the action.
7

8 **Section 6. Subordination to lien of mortgages.**

9 The lien of the Assessments for which provision is herein made,
10 as well as in any other article of these By-laws, shall be
11 subordinate to the lien of any first mortgage to a federal or
12 state chartered bank, mortgage company, life insurance company,
13 federal or state savings and loan association or real estate
14 investment trust which is perfected by law prior to the
15 enforcement of a claim of lien for any such unpaid Assessments
16 by the Association. Such subordination shall apply only to the
17 Assessments which have become due and payable prior to a sale or
18 transfer of such Cooperative unit by deed in lieu of foreclosure
19 of such Cooperative unit or pursuant to a decree of foreclosure,
20 and in any other proceeding in lieu of foreclosure of such
21 mortgage, provided however, any such Unit owner shall be liable,
22 following such sale, for a pro rata share of any unpaid
23 Assessments against such cooperative unit accruing prior to such
24 sale, in common with all other Unit owners. No sale or transfer
25 shall relieve any Unit owner from liability for any Assessments
26 thereafter becoming due, nor from the lien of any such
27 subsequent Assessment. The written opinion of the Association
28 that the lien is subordinate to a mortgage shall be dispositive
29 of any question of subordination.
30

31 **ARTICLE X. NOT FOR PROFIT OPERATION**

32
33 The Association will not have or issue shares of stock. No
34 dividends will be paid. No part of the income or assets of the
35 Association will be distributed to its Unit owners, Directors or
36 Officers without full consideration. The Association may
37 contract in due course with its Unit owners, Directors and
38 Officers without violating this provision.
39

40 **ARTICLE XI. FISCAL YEAR**

41
42 The fiscal year of the Association shall end on December 31 of
43 each year.
44

45
46 CERTIFICATION ON LAST PAGE
47 STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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ARTICLE XII. SEAL

The Association seal shall bear the name of the Association between two concentric circles and in the inside of the inner circle shall be the year of incorporation, and the words a "Florida Not For Profit Corporation" shall appear on the seal.

ARTICLE XIII. INDEMNIFICATION

The Association shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the Florida General Corporation Act and the Florida Not For Profit Corporation Act.

ARTICLE XIV. AMENDMENTS

These By-laws may be repealed or amended, and new By-laws adopted by a two-thirds (2/3) vote of the Unit owners present in person or represented by proxy at an annual meeting or a special meeting of the members called for that purpose. Text of the proposed change shall be posted in a conspicuous place in the Park/community at least four (4) continuous weeks prior to the called meeting. No By-law shall be revised or amended by reference to the title or the number alone.

Proposals to amend existing By-laws shall contain the full text of the By-laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that the above procedure would hinder understanding of the proposal, it is not necessary to use the above procedure. Instead, the following notation must appear immediately preceding the proposed:

"Substantial rewording of By-law. See By-law (insert appropriate article and section number) for present text."

ARTICLE XV. ARBITRATION

Internal disputes among Unit owners, Associations and their agents and assigns may be subject to voluntary binding arbitration in accordance with Section 719.1255, F. S., as the same may be amended from time to time.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

1 The foregoing Bylaws have been approved by the Unit Owners
2 this 26th day of February, 2013.

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4
5
6
7

LAKE REGION MOBILE HOME OWNERS, INC.

By: *JoTT Boggs*
Secretary



I hereby certify that the foregoing is a true copy of the record in my office this day, Mar 22, 2013. Redacted Unredacted/law
Stacy M. Butterfield, Clerk of Court, Polk County, Florida
By *Stacy M. Butterfield* Deputy Clerk