

**ARTICLES OF INCORPORATION
OF
HIGHLANDS AT CREWS LAKE HOMEOWNERS' ASSOCIATION, INC.**

(A Corporation Not For Profit)

We, the undersigned, do hereby associate ourselves together for the purpose of forming a Homeowners' Association.

ARTICLE I

NAME

The name of this Association shall be Highlands at Crews Lake Homeowners' Association, Inc.. (the "Association"), and it shall be located in Polk County, Florida.

ARTICLE II

INITIAL PRINCIPAL OFFICE, REGISTERED OFFICE AND AGENT

The street address of the initial principal and registered office and agent of the Association, until changed by the Board of Directors, shall be 6700 S. Florida Ave., Suite 6, Lakeland, Florida, 33813, and the name of the initial registered agent of the Association at that address is W. Wm. Ellsworth, Jr.

ARTICLE III

PURPOSES AND POWERS

1. The General Purposes and Powers for which the Association is formed are as follows:

A. To enforce those Restrictive Covenants and Conditions pertaining to Highlands at Crews Lake Subdivision as recorded in Official Records Book 4830, Pages 2143 through 2149, Public Records of Polk County, Florida either for its own account or in conjunction with lot owners, and to enact rules of use and regulations pertaining to any parcel of real property or easement that may be conveyed to the Association for the common use of all members.

B. To modify those Restrictive Covenants and Conditions on a reasonable basis to prevent undue hardship in the placement of any structures upon any lot.

C. To manage, construct, repair, maintain and/or improve all drainage easements and/or all drainage retention/detention easements for the use and benefit of all property owners of the Highlands at Crews Lake Subdivision as shown upon and contained within the Plat of Highlands at Crews Lake Subdivision, Plat Book 116, Pages 14 & 15, Public Records of Polk County, Florida. Maintenance and/or improvements shall also include any fences and/or walls, hedges and landscaping areas with or without irrigation attributable thereto and within and/or adjacent to said drainage retention/detention easements. In this regard, the Association shall perpetually operate and maintain said drainage easements and/or drainage retention/detention easements as common property in accordance with the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District which shall include and not be limited to culverts and related appurtenances. It shall have a perpetual easement and/or license of entry over any lot within the Subdivision for these purposes.

D. To manage, construct, maintain, repair and/or improve for the use of its members and their guests and/or invitees all improvements now upon or to be placed (whether by either the present Owner, Sunnyhill Estates, Inc. and/or the Homeowners' Association) on common areas of use including but not limited to walls, fencing, and/or hedging within and along the perimeter of the Subdivision; Subdivision signage; all

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landscaping and irrigation pertaining thereto now upon or to be placed on common areas of use and along and at the Subdivision entrance; as well as stormwater drainage and retention/detention easements within the Subdivision; and all utilities used by the Association and its members as common areas of use. In this regard, it shall have a perpetual easement and/or a license of entry over any lot for the purposes of maintenance, construction and/or repair for these uses herein set forth.

E. To manage the affairs of the Association in all respects, including but not limited to the hiring and/or retaining of necessary employees, secretarial services and/or management services.

F. To place easements of record, if necessary, for utility and/or drainage along any lot line of the Highlands at Crews Lake Subdivision and to construct and/or maintain same. In this regard, it shall have the right to construct and/or maintain a water well(s) within the common areas of the Subdivision together with distribution lines therefrom for the purpose of providing landscape irrigation.

G. To maintain security within the Subdivision. It shall have the right, but not the duty, to enunciate a Neighborhood Crime Watch Security Program or other similar program for the Subdivision as a whole.

H. To obtain insurance at its discretion for loss purposes, whether for casualty or liability, covering all real properties, easements and/or improvements thereupon in the Subdivision and used in conjunction with and for the purpose of this Association and its members in common including, but not limited to, walls and/or fencing within the Subdivision or at the Subdivision entrance, drainage easements and drainage retention/detention easements as shown upon the Plat of the Subdivision, and/or all property of the Association, as well as Officers, Directors, and Committee members and employees of the Association. Further, it may bond, if desired, Officers, Directors and employees of the Association.

I. To pay utilities together with real estate taxes and assessments, if any, attributable to the improvements within the Subdivision which are owned and/or being maintained by the Association. In this regard, the Association shall pay those utility costs attributable to street and security lighting and poles within the Subdivision until such time that the lot owners of the Subdivision shall be assessed those utility costs via a special lighting assessment ordinance enacted by Polk County, Florida.

J. It shall have the right, but not the duty, to maintain improved or unimproved lots within the Subdivision wherein the lot owner has failed to maintain same in keeping said lot free and clear of debris, litter, trash and/or unsightly weeds and to assess the costs thereof against said lot owner. It shall have an easement and/or license of entry over any lot within the Subdivision for the purposes of this maintenance.

K. To convey for cash, terms and/or exchange Association property; to borrow funds for the purposes of its operations and/or responsibilities; to sue and be sued; to contract for services to provide for the operation and/or maintenance of any property which the Association is so empowered to operate and/or maintain; to require all lot owners within the Subdivision to become and continually be members of the Association; and to transact any and all lawful business. Notwithstanding the foregoing, other than by the present Owner, Sunnyhill Estates, Inc., no common area of the Association or its membership may be mortgaged and/or conveyed without the consent of at least 2/3rds of its lot owner members.

L. To determine, prepare, deliver notice of and collect assessments from the Association members for the purposes of the foregoing and to enforce liens for such assessments uncollected against a lot owner's lot within the Subdivision, with interest, costs and attorney's fees, by legal action, if necessary.

M. To accept from the present Owner, Sunnyhill Estates, Inc., and/or its assigns those grants, conveyances and/or dedications so reserved by the present Owner and/or its assigns as enumerated in those Restrictive Covenants and Conditions recorded in Official Records Book 4830, Pages 2143 through 2149, Public Records of Polk County, Florida, for its use and benefit.

N. To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under said Restrictive Covenants and Conditions; these Articles of Incorporation; its By-Laws, Rules and Regulations.

2. The Membership and Assessments; Annual Meetings of Membership; and Board of Directors:

A. Each initial and subsequent record owner of Lots 1 through 28, inclusive, Highlands at Crews Lake Subdivision, Plat Book 116, Pages 14 & 15, Public Records of Polk County, Florida, shall be initial members of the Association in accordance with Article IV. As a member, each lot owner shall be liable and obligated for payment for maintaining the Association and the cost of maintenance, improvement and operation of the various common areas under the control of the Association, including repayment of any interim loan(s) made in order to fund the Association's obligations in this regard, and any sums that the membership in accordance with these Articles of Incorporation may vote to spend for those purposes as outlined in Article III 1 A-N, inclusive. Each lot membership shall bear equal proportion of each assessment regardless of a lot location, dimension or size. Any unpaid assessment due at anytime, shall be and become the obligation of a subsequent owner of the lot upon purchase of said lot.

B. During the month of September each year, commencing in 2002 and until 2004, the Board of Directors shall establish the amount of the annual Association's maintenance, improvement and operation assessment of the subsequent fiscal year commencing October 1st. Annual assessments shall be payable in advance on or before October 1st of each succeeding year with the initial annual assessment payable on or before October 1st for the fiscal year October 1, 2002 - September 30, 2003. The amount of an annual assessment will depend upon the financial requirements for maintaining the Association; the cost of maintenance, improvement and operation of the common areas under the control of the Association including repayment of any loans for that purpose; and/or for those purposes desired by the membership in accordance with these Articles of Incorporation. Special Assessments for these purposes may, from time to time, be made by the Board of Directors.

During the month of September commencing in 2004, or sooner, the Board of Directors of the Association shall call an initial meeting and thereafter shall call annual meeting(s) of the membership of the Association during October for each subsequent fiscal year commencing October 1st for the purpose of electing members of the Board of Directors; establishing the amount of the Association's annual maintenance, improvement and operation assessment; and conducting old and new Association business for the ensuing fiscal year.

C. A call for an Association meeting shall be in writing; shall state the meeting's purpose; shall designate the date (which shall be no less than 10 days from the date the call is mailed), time and place of said meeting; and shall be mailed to all lot owners at the last addresses for said owners shown on the books and records of the Association or to the lot owner's addresses as shown on the Polk County Tax Rolls. Any annual election of the Board of Directors, the fiscal year's annual assessments and charges, and other business of the Association shall be determined at the annual meeting by the affirmative written vote of a majority of those lot owners present, in person or represented by proxy, at said meeting who, in voting, either affirmatively or negatively in writing, shall be a member of the Association in accordance with Article IV.

D. Following the Association annual meeting, written annual assessments voted for by the membership for any of those purposes enumerated in Article III 1 A-N, inclusive, shall be mailed by the Association to all lot owners who are members in accordance with Article IV. Annual assessments and charges shall apply to the fiscal year, shall be deemed to be due on or before

October 1st of each year, and shall be payable in one annual installment. Sums thus collected by the Association shall be held and expended by it for the sole purposes that said assessments were made.

ARTICLE IV

MEMBERS

Each initial and subsequent record owner of Lots 1 through 28, inclusive, Highlands at Crews Lake Subdivision, Plat Book 116, Pages 14 & 15, Public Records of Polk County, Florida, as provided in Article III 2 A is and shall be a mandatory member of the Association as long as that lot is owned. Each lot owner shall pay the annual and/or any special assessments which may from time to time be fixed by the Board of Directors of the Association. The membership of the Association may include as additional future members those owners of all or a part of said real properties adjacent to the Subdivision as herein referenced within the remaining portion of the West 1/2 of the NW 1/4 and within the West 1/2 of the East 1/2 of the NW 1/4 of Section 23, Township 29 South, Range 24 East, Polk County, Florida.

There shall be a \$100 initial membership fee per lot payable by an owner upon lot acquisition from the present Owner, Sunnyhill Estates, Inc. The initial membership fees paid to the Association upon lot acquisition may be used for the payment of expenses by and/or reimbursements from the Association necessary for the purposes of its operation and responsibilities which shall include but not be limited to maintaining the corporation as required by the State of Florida, filing its annual tax returns, paying its property taxes and utility expenses, maintaining its insurance coverage, opening and maintaining its bank account, up-keeping and maintenance of common areas and improvements thereon; and the repayment of any interim loan(s) made by the present Owner in order to fund the Association's obligations in this regard.

Membership shall be on the terms and conditions set forth herein as regulated by the Board of Directors of the Association, and it shall be appurtenant to and may not be separated from the ownership of any lot as outlined in Article III 2 A. Membership shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be on a fiscal year basis and shall automatically be transferred during a fiscal year with the transfer of lot ownership so as to be continuous with lot ownership. Each lot owner upon acquisition of a lot from the present Owner, Sunnyhill Estates, Inc., shall in addition to the payment of the initial membership fee also be obligated at that time to repay to the present Owner, Sunnyhill Estates, Inc., said lot's prorata share as of the date of acquisition any current annual and/or special assessment that has been paid. Otherwise, there shall be no proration, except as between lot owners of membership assessments; and any unpaid assessments due at that time shall be and become the obligation of a new lot owner upon the purchase of said lot.

A member not in good standing with the Association shall include a member that has failed to pay any assessments, charges and/or costs of the Association during the time-period allowed for the payment of same. A member not in good standing with the Association may be denied the right to vote at the Association meetings or to hold office within the Association.

ARTICLE V

VOTING

The Association shall have one class of voting membership made up of all lot owners as outlined in Article III 2 A and Article IV. Each member shall be entitled to one vote for each lot owned; provided, however, that said lot shall not be delinquent at the time that a vote shall be taken as to any assessments attributable to the lot as provided herein. When more than one person or entity holds an ownership interest in any lot, all such persons shall be members; however, any vote of such lot shall be exercised as such members may determine among themselves by only one member designated in writing to the Association. In no event shall more than one vote be cast with respect to any one lot.

ARTICLE VI

MANAGEMENT

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: President, Vice-President and Secretary/Treasurer and such other officers as the Board of Directors shall appoint. The officers shall be elected by the Board of Directors at the meeting of the Board of Directors immediately following the initial membership meeting of the Association in 2004, or sooner, and likewise annually thereafter. The President and Vice-President shall be members of the Board of Directors, but no other officer need be a member of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible. The Board of Directors and/or President may from time to time appoint committees of the Association whose members need not be Association members for advisory purposes to the Board of Directors and/or officers of the Association, as the case may be.

No member of the Board of Directors or any officers or any committee member of the Association shall be personally liable to any member of the Association, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person or group; provided that such person or group has, upon the basis of such information as may be possessed by them, acted in good faith, without willful or intentional misconduct.

ARTICLE VII

LIENS

The Association shall be empowered through its officers and/or Board of Directors to place a charging lien against a lot owner's lot within the Subdivision for nonpayment of such assessments, charges and/or costs that have been properly made hereunder and in accordance with these Articles of Incorporation, the By-Laws, Rules and Regulations of the Association, and to prosecute said lien through civil action for foreclosure against the lot owner's lot in accordance with the laws of the State of Florida. Removal of said lien shall require the lot owner to pay said lien amount in full, including interest at the lawful rate allowed by law, recording costs and attorney fees. A resulting charging lien for failure of payment shall not be deemed to constitute a default of any mortgage upon said lot unless specifically referenced as such in said mortgage. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot whether originating before or after said lien shall have been placed thereupon. In addition, any financial institution holding a mortgage, on any lot and taking tide therein after default through foreclosure or otherwise, shall have no obligation for the collection and/or the payment of accrued and uncollected assessments, charges and/or costs on the part of the Association that have accrued to the date that it has taken title to said lot; however, said lien shall not be discharged as to a subsequent third party purchaser of said lot until it shall have been paid in full in accordance herewith.

ARTICLE VIII

OFFICERS

The names of the initial Officers of this Association and who are to serve until the first election of Officers by the Board of Directors are:

W. Wm. Ellsworth, Jr.	-	President
D. Joel Adams	-	Vice-President
Linda S. Fuller	-	Secretary/Treasurer

ARTICLE IX

DIRECTORS

1. The Association shall have three (3) directors initially. Thereafter, at the initial membership meeting of the Association in 2004, or sooner, the number of Directors may be either increased or diminished from time to time (but shall never be less than three (3)) and elected by a majority of the membership present at any authorized meeting.

2. The names and addresses of the persons who are to serve on the initial Board Directors are:

W. Wm. Ellsworth, Jr.	-	6700 S. Florida Avenue, Suite #6 Lakeland, Florida 33813
D. Joel Adams	-	4110 S. Florida Avenue Lakeland, Florida 33813
Linda S. Fuller	-	6700 S. Florida Avenue, Suite #6 Lakeland, Florida 33813

3. The initial directors shall serve until the first annual meeting of the Association and thereafter as provided for herein.

4. At each annual meeting of the Association, the Association members shall elect the members of the Board of Directors by a plurality of the votes cast at such election, and such Board members shall serve until the next annual meeting of the Association.

5. The Board of Directors shall see that all assessments shall be assessed equally against all lot owners as outlined in Article III 2 A and Article IV. Where there are multiple owners of any lots, such owners shall be jointly and severally liable for the payment of all Assessments.

6. The Board of Directors, from time to time, may adopt By-Laws of the Association which may be amended or rescinded by them. In addition, any By-Laws so adopted may be amended, modified or rescinded at any Association meeting by a majority vote of the members present.

7. In the event of the removal, resignation, death or other vacancy of a member of the Board of Directors, the vacancy shall be filled by the remaining Board of Directors. The replacement member of the Board of Directors shall serve the remainder of the term of his or her predecessor.

ARTICLE X

AMENDMENTS

The Association through its membership shall have the right to amend, modify and/or rescind any or all of the Restrictive Covenants and Conditions pertaining to Highlands at Crews Lake Subdivision as recorded in Official Record Book 4830, Pages 2143 through 2149, Public Records of Polk County, Florida, by amendment, modification and/or rescission thereof upon the written direction of 75% or more of the membership in the Association.

Other than the foregoing right of the membership to amend, modify and/or rescind said Restrictive Covenants and Conditions pertaining to Highlands at Crews Lake Subdivision hereinabove referenced, other amendments to these Articles of Association may be approved by

the Board of Directors, proposed by them to the members and approved at any meeting by a two-thirds (2/3) vote of the members present, provided that no less than ten (10) days notice by mail shall have been given to all members, setting forth the proposed amendment(s), modification(s) and/or rescission(s) to these Articles of Association.

However, notwithstanding the foregoing, no amendment, modification, and/or rescission to those Restrictive Covenants and Conditions recorded in Official Records Book 4830, Pages 2143 through 2149, Public Records of Polk County, Florida or these Articles of Incorporation may be made that would in any way exclude mandatory membership of each lot owner of the Subdivision or affect the surface water management system of Highlands at Crews Lake Subdivision, including the water management portions of the common areas contained therein, and the requirement that the Association shall operate and maintain said surface water management system as permitted by the Southwest Florida Water Management District unless prior approval thereof is obtained from the Southwest Florida Water Management District.

ARTICLE XI

TERM

This Association shall have perpetual existence; however, if the Association shall become dissolved by law, or otherwise, and not reinstated in accordance with the laws of the State of Florida, then and in that event, the drainage easements and/or drainage retention/detention easements as shown on the Plat of Highlands at Crews Lake Subdivision, Plat Book 116, Pages 14 & 15, Public Records of Polk County, Florida, shall be conveyed by the last surviving member(s) of the Board of Directors of the Association or their successors to an appropriate local governmental agency; or if not accepted, they shall be dedicated to a similar non-profit corporation chartered under the laws of the State of Florida by the members hereof for the purposes herein set forth.

IN WITNESS WHEREOF, the undersigned, as incorporator and subscriber to these Articles of Incorporation, have hereunto set their hands and seals at Lakeland, Polk County, Florida, this 24th day of October, 2001.

SUBSCRIBER


W. Wm. Ellsworth, Jr.

ADDRESS

6700 S. Florida Avenue, Suite #6
Lakeland, Florida 33813

ACKNOWLEDGMENT

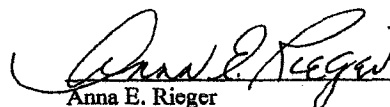
STATE OF FLORIDA
COUNTY OF POLK

The foregoing, Articles of Incorporation of Highlands at Crews Lake Property Owner's Association, Inc., was acknowledged before me by W. Wm. Ellsworth, Jr., who is personally known to me and to be the person who executed the foregoing Articles of Incorporation as an Incorporator and Subscriber thereof of Highlands at Crews Lake Homeowners' Association, Inc. and who acknowledged before me that he has executed them for the purposes herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the State and County aforesaid this 24th day of October, 2001.

(Notarial Seal)




Anna E. Rieger
Notary Public - State of Florida

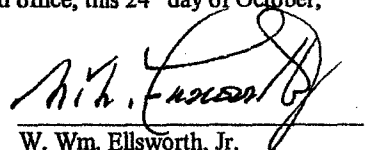
**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In pursuance of Chapter 48.091 and Chapter 617.023, Florida Statutes, the following is submitted, in compliance with said Act:

That Highlands at Crews Lake Homeowners' Association, Inc. desiring to organize a corporation not-for-profit under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, 6700 S. Florida Avenue, Suite 6, Lakeland, Polk County, Florida 33813, has named W. Wm. Ellsworth, Jr, whose address is 6700 S. Florida Avenue, Suite 6, Lakeland, Polk County, Florida 33813, as its Agent to accept Service of Process within the State.

ACKNOWLEDGEMENT

Having been named to accept Service of Process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office, this 24th day of October, 2001.


W. Wm. Ellsworth, Jr.
Resident Agent

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