

960078-44

APPLICATION FOR NONPROFIT ASSOCIATION EXEMPTION
SECTION 367.022(7), FLORIDA STATUTES
RULE 25-30.060(3)(g), FLORIDA ADMINISTRATIVE CODE

NAME OF SYSTEM: Lime Tree Village Community Club Association, Inc.

PHYSICAL ADDRESS OF SYSTEM: 5303 Gateway Avenue
Orlando, Fl 32821

MAILING ADDRESS (IF DIFFERENT): _____

COUNTY: Orange

PRIMARY CONTACT PERSON:

NAME: Charles P. LaDue

ADDRESS: 10112 Allenby Court
Orlando, Fl 32821

PHONE #: 407-351-9995

NATURE OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION, PARTNERSHIP, SOLE PROPRIETOR, ETC.) NON-PROFIT CORPORATION

I believe this system to be exempt from the regulation of the Florida Public Service Commission pursuant to Section 367.022(7), Florida Statutes, for the following reasons:

1. The corporation, association, or cooperative is nonprofit. Yes
2. Service will be provided solely to members who own and control it. Yes
3. The utility services provided are:
Water No (Yes or No) Wastewater No (Yes or No)
Lawn Irrigation (sprinkler) system
For utility service not provided, state how handled:

Orange County Public Utilities

4. The billing services will be provided by:

Orange County Public Utilities

DOCUMENT NUMBER-DATE

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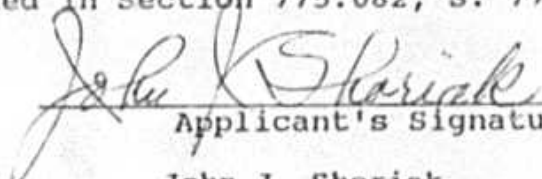
APPLICATION FOR NONPROFIT ASSOCIATION EXEMPTION

5. The service territory is located at: 5303 Gateway Avenue
Orlando, Fl 32821
6. Attached are the articles of incorporation as filed with the Secretary of State and bylaws which clearly show the requirements for membership, that the members' voting rights are one vote per unit of ownership and the circumstances under which control of the corporation passes to the non-developer members.
- Control of the corporation must pass: 1) at 51 percent ownership by the non-developer members or 2) at some greater percentage delimited by a time period not to exceed 5 years from the date of incorporation.
7. Attached is proof of ownership of the utility facilities and the land upon which the facilities will be located or other proof of the applicant's right to continued use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost effective alternative.

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, S. 775.083, or S. 775.084.

1/18/96

(Date)



Applicant's Signature

John J. Shoriak

Applicant's Name (Typed or Printed)

President, LTVCCA, Inc.

Applicant's Title

When you finish filling out the application, the original and four copies of the application, Articles of Incorporation, Bylaws and proof of ownership should be mailed to:

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Lime Tree Village is a subdivision of Williamsburg, a PUD in Orange County. The Village consists of 325 single family detached structure homes on individual building lots, a Recreational Center consisting of a Clubhouse, tennis courts, swimming pool, spa, shuffleboard courts, and other facilities. The management of these facilities and related services is under an elected Board of Directors, which serves without pay or recompense. The Lime Tree Village Community Club Association, Inc. is incorporated as a Florida nonprofit Association, and membership, while open to all property owners in the Village, is non-mandatory. The governing documents of the Association are the Articles of Incorporation and the LTVCCA By Laws.

The village is almost equally divided by a main road, Gateway Avenue. The Developer constructed two lawn irrigation (sprinkler) systems, one serving all properties north of Gateway Avenue, the other serving all properties south of Gateway Avenue. Each system is a continuous, contiguous system, controlled by clocks and valves, and running under and serving all properties in the village. The present water supply consists of two deep wells located on the property, but these are soon to be replaced or supplemented by reclaimed water supplied by Orange County.

Approximately one year ago the Club amended its By Laws to provide that nonmembers had the option of receiving the irrigation services from the Club for a \$16 monthly fee to cover their share of the maintenance costs, or allow the Club to disconnect the system on their property. Several nonmembers asked that we continue the service and agreed to pay maintenance costs. We became aware of the November 27, 1995 Order from the Public Service Commission regarding Montpelier Village in early December, and immediately stopped all charges to nonmembers for irrigation services. We have no intention of reinstating any of these charges. We do intend to disconnect these services on the individual properties. If it becomes either impossible or extremely difficult to discontinue these services on any individual property, we will continue to supply that property without compensation for such services. Our By Laws contain an Amendment permitting us to charge for such services. We will not exercise any rights under this Amendment, and will take the necessary steps to repeal this Amendment at our next General Meeting.

To sum up our position: we are a nonprofit Florida Corporation, we supply lawn irrigation (sprinkler) services in our Village, we intend to supply these services to our members only, and we are not charging any nonmembers who may be receiving these services at present. If we are forced by the physical nature of our irrigation system to supply such services to a nonmember, we shall do so without compensation of any kind from the nonmember, but we shall make every attempt to discontinue such services.



PUMP AND WELL

PUMP & WELL

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SEP. 5 2 30 PM '84

WARRANTY DEED

O.R. 3550 P.C. 2751

The Grantor, INTERNATIONAL COMMUNITY CORPORATION, a Delaware corporation, in consideration of ten dollars and other valuable considerations received from the Grantee, hereby grants and conveys to the Grantee, LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC., (hereinafter the "Association") whose mailing address is 5303 Gateway Avenue, Orlando, Florida, 32821 the lands in Orange County, Florida, described in Exhibit "A". This conveyance is subject to the following:

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1. Real estate taxes for 1984 and subsequent years.

2. The lands conveyed hereby, and the improvements thereon, shall be used only as a recreational center for the use and enjoyment of all the owners of lots within Lime Tree Village, according to the plat thereof recorded in Plat Book 7, page 72, who have elected to become members of the Association. All owners of lots within Lime Tree Village shall be entitled to membership in the Association. By acceptance of this deed, Grantee covenants not to restrict the rights of any of said owners to become members of the Association and not to unreasonably restrict any member's use of the recreational center. Notwithstanding the foregoing, the Association may impose reasonable rules and regulations pertaining to the use of the recreational center and may assess its members for the costs of operating and maintaining the recreational center, provided that such rules and regulations are fairly and uniformly imposed on all owners.

(G)

3. The restrictions set forth in paragraph 2 hereof are imposed for the benefit of Grantor, the Association, and all owners of lots within said Lime Tree Village, and the Grantor, the Association or any owner of a lot within said Lime Tree Village, or any combination thereof, may enforce the restrictions.

4. For the benefit of all owners of lots within said Lime Tree Village, the Grantee further covenants to maintain the lands conveyed hereby and the improvements thereon in a clean, safe and sightly condition. Any exterior modification to the improvements, including repainting, shall be architecturally and aesthetically compatible with the architectural and aesthetic appearance of other improvements and structures in said Lime Tree Village.

5. Notice of Restrictions on Real Estate imposed by Florida Land Company and others, by an instrument dated June 26, 1972, filed June 30, 1972, and recorded in Official Records Book 2244, page 736 of the public records of Orange County, Florida.

6. Declaration of Restrictions imposed by Florida Land Company, by an instrument dated August 31, 1977, filed September 7, 1977, and recorded in Official Records Book 2814, page 631 of the public records of Orange County, Florida.

7. The lands are located in the Valencia Drainage District and are subject to rules, regulations, and assessments pertaining thereto, as reflected in an instrument dated May 27, 1970, and recorded in Official Records Book

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STATE OF FLORIDA
DOCUMENTARY
DEPT. OF REVENUE
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1948, page 639 of the public records of Orange County, Florida.

8. The lands are located in a special purpose lighting district for Orangewood Shadow Wood Unit 2 and are subject to rules, regulations, and assessments pertaining thereto, as reflected in an instrument recorded in Official Records Book 2887, page 229 of the public records of Orange County, Florida.

The Grantor hereby covenants that the lands are free of all encumbrances except as stated herein, that lawful seisin of and good right to convey the lands are vested in the Grantor, and that the Grantor hereby fully warrants the title to the lands and will defend the same against the lawful claims of all persons whomsoever.

Dated this 29th day of August, 1984.

Signed in the presence of:

INTERNATIONAL COMMUNITY CORPORATION, a Delaware corporation

Elizabeth M. Van Trump
Anna Ann Garcia
Two witnesses

By *[Signature]*
As its Exec V - President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by Bertson Rasmussen, as Exec V President, on behalf of INTERNATIONAL COMMUNITY CORPORATION, a Delaware corporation, this 29th day of August, 1984.

Gladys B. Noughtaling
Notary Public

(Affix notarial seal)

My commission expires:
Notary Public, State of Florida
My Commission Expires Feb. 2, 1987
Bonded This Day For Business, Fla.



Prepared by: James Park
255 S. Orange Ave.
Orlando FL
(Holland + Knight)

Exhibit A - Warranty Deed
International Community Corporation, Grantor
Lime Tree Village Community Club Association, Inc. Grantee

EXHIBIT A

Part of Lots 26, 27, 38 and 39 of the MURGER SUBDIVISION of Section 7, Township 24 South, Range 29 East, Plat Book "E", pages 22 and 23 together with part of Lots 7, 11, 12 and 15 of Orangewood Place of Shadow Wood Unit 1, Plat Book 6, pages 2 through 8, all part of the public records of Orange County, Florida, described as follows:

Begin at PRM #44 and/or the intersection of the west line of said Unit 1 with the north line of Gateway Avenue; thence north 02°12'55" west 330.88 feet to PRM #9; thence north 29°34'09" east 125.31 feet; thence north 60°25'51" west 250.00 feet; thence south 29°34'09" west 255.00 feet; thence south 14°14'50" west 437.14 feet; thence south 10°37'01" east 78.89 feet to a point on a curve concave southeasterly having a radius of 771.39 feet; thence run 369.27 feet along the arc of said curve to PRM #43 and the PCC of a curve having a radius of 1964.86 feet; thence run 54.82 feet along the arc of said curve to PRM #44 and the point of beginning;

Less that area shown as "Common Area E" according to the Plat of Lime Tree Village as recorded in Plat Book 7, Page 72, Public Records of Orange County, Florida;

TOGETHER WITH a perpetual, non-exclusive easement over and across Tract B, ORANGEWOOD SHADOWWOOD UNIT 2, according to the plat thereof recorded in Plat Book 7, page 37, public records of Orange County, Florida, for access to an irrigation well located thereon and for the operation and maintenance of said well.

(grantors)

TOGETHER WITH all the developers/interest in the fresh water irrigation system in Lime Tree Village, Plat Book 7, Page 72 and Plat Book 8, Page 35, also water well and pumps and motors in well no. 1 on the Lime Tree Club House grounds and well no. 2 on Tract "B" Lime Tree Village.

ELCC
TMM

The easements and right of access to all lots in Lime Tree Village for the purpose of repair

19183-34WDEXA:91

and maintenance of the irrigation (sprinkler) system in said Lime Tree Village.

ALSO THERE is no obligation to furnish water from well No 1 or well No 2 in Lime Tree Village to any lot or lot owner in Montpellier Village or Windmill Pointe Village in Williamsburg, Orange County, Fl.

RECORDED & RECORD VERIFIED

Thomas H. Huber
County Comptroller, Orange Co., Fla.

State of Florida COPY



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on July 2, 1991, to Articles of Incorporation for LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N02116.

May 1991

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
10th day of July, 1991.



Jim Smith

Jim Smith
Secretary of State

ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION

Pursuant to the provision of Chapter 617, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: The name of the corporation is:

LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC.

SECOND: The following amendment(s) to the articles of incorporation was (were) adopted by the corporation:

ARTICLE XII INDEMNIFICATION

Every director and officer of the Association, and every member of the Association who has served or is serving the Association at the request of the Board of Directors, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, imposed upon or reasonably incurred by such person, and not otherwise covered by insurance, in connection with any proceeding or any settlement of any proceeding to which such person may be a party or in which such person may become involved by reason of that person serving or having served the Association at its request, whether or not that person is a director or officer or is serving at the time the expenses or liabilities are incurred.

However, the indemnification provided for herein will only apply to the extent that the Board of Directors, or where applicable a court of competent jurisdiction, determines that the individual involved did not participate in conduct which amounted to either: (a) a violation of the criminal law, unless the person had no reasonable cause to believe the conduct was unlawful; or (b) the transaction from which the person derived an improper personal benefit; or (c) willful misconduct or conscious disregard for the best interests of the corporation.

The foregoing right of indemnification shall be in addition to all other rights of indemnification that these persons may be entitled to.

THIRD: The amendment(s) was (were) adopted by the Board of Dir. on the 5 day of February, 19 91

FOURTH: The above amendment(s) was (were) approved by a majority of the members of the corporation on the 19 day of March, 19 91.

Dated 6/1/91, 1991

Norma Haro

Notary Public, State of Florida at Large
My Commission Expires May 7, 1992
Bonded Thru Brown & Brown, Inc.

Lime Tree Village Community Club
Association, Inc.,
Corporation Name

By Charles P. [Signature]
President or Vice President

By Phyllis C. White
Secretary or Assistant Secretary

FILED
JUL - 2 PM 2:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF Florida
COUNTY OF Orange

Before me, the undersigned authority, personally appeared Paul L. Ladd
to me well known to by the person(s) who executed the foregoing articles of amendment to ar-
ticles of incorporation and acknowledged before me, according to law, that he made and sub-
scribed the same for the purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24 day of May
1991

Donna Haro
Notary Public

RECEIVED
MAY 24 1991
NOTARY PUBLIC
STATE OF FLORIDA

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires May 7, 1993
Bonded Thru Brown & Brown, Inc.



MAR 26 1984

FLORIDA DEPARTMENT OF STATE

George Firestone
Secretary of State

D.W. McKinnon, Director
Division of Corporations
904/488-9636

Mrs. Nettie Sims, Chief
Bureau of Corporate Records
904/488-9383

March 23, 1984

Graham, Marlowe & Appleton
Attorneys at Law
P.O. Drawer 1690
Winter Park, FL 32790

Dear Mr. Clark:

The Articles of Incorporation for LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC. were filed on March 22, 1984, and assigned charter number N02116. Your check for \$38.00 covering the various fees has been received.

Enclosed is a certified copy of the articles.

Should you have any questions regarding this matter, please telephone (904) 488-9005, the Non-Profit Filing Section.

Sincerely,

D. W. McKinnon, Director
Division of Corporations

DWM:th

ARTICLES OF INCORPORATION OF
LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC.
(A corporation not for profit)

The undersigned subscribers and directors hereby file the Articles of Incorporation of Lime Tree Village Community Club Association, Inc. LTVCCA, pursuant to F.S. 617.02.

ARTICLE I

The name of the Corporation shall be LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC. hereinafter referred to as "Club Association", and shall have as its mailing address 5303 Gateway Avenue, Orlando, Florida 32821.

ARTICLE II

The purpose for which the Corporation is organized is to promote the recreation, health, safety and welfare of residents and operate the recreational facilities not for profit but solely for the mutual advantages of the members, and to present a unified effort to the members in protecting the value of the property of the members in LIME TREE VILLAGE COMMUNITY CLUB ASSO. INC., Orange County, Florida; and to engage in such other activities as may be to the mutual benefit of the owners of the property in LIME TREE VILLAGE, according to the plat thereof recorded in Plat Book 7, pages 72-74, of the Public Records of Orange County, Florida, and LIME TREE VILLAGE REPLAT, according to the Plat thereof as recorded in Plat Book 8, Page 35, of the Public Records of Orange County, Florida, hereinafter referred to as the "Property".

In addition to the powers otherwise provided by law, the corporation shall have the power to:

(1) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Club Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Official Records Book 2959, Page 1427, Public Records of Orange County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(2) As provided in the Bylaws, to fix, levy, collect and enforce payment by any lawful means, all charges or dues pursuant to the terms of the Declaration, or any Membership Agreement for the purpose of promoting the recreation, health, safety and welfare of the Members of the Club Association to pay all expenses in connection therewith and all office and other expenses incident to the business of the Club Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Club Association, and including, but not limited to the following:

A. Payment of operating expenses of the Club Association;

B. Lighting, improvement and beautification of the Recreation Facilities, including buildings, access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs, and costs of controlling and

C. Garbage collection and trash and rubbish removal for the Club, but only when and to the extent specifically authorized by the Club Association;

D. Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Club Association;

E. Repayment of deficits incurred by the Club Association, if any, in making capital improvements to or upon the Recreation Facilities, and/or in furnishing the services and facilities provided herein to or for the Members of the Club Association;

F. Repayment of funds and interest thereon, which have been or may be borrowed by the Club Association for any of the aforesaid purposes;

G. Doing any other thing necessary or desirable, in the judgment of the Club Association, to keep the Recreation Facilities neat and attractive or to preserve or enhance the value of the Recreation Facilities, or to eliminate fire, health, or safety hazards or, which in the judgment of the Club Association, may be of general benefit to the Members;

H. Providing lawn maintenance services to the members of the Club Association including operation of fresh water sprinkler systems, but only when and to the extent, and upon terms specifically authorized by the Club Association;

I. Enforce by any appropriate means, including the bringing of court action, any and all covenants, restrictions and agreements applicable to the Property;

J. Own, lease, acquire, build, operate and maintain the Recreation Facilities including roads, recreation parks, playgrounds, swimming pools, golf courses, commons, streets, footways, including buildings, structures, personal property incident thereto;

K. Contracting for and employing persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Club Association, and the Recreation Facilities.

(3) Borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(4) Dedicate, or transfer all of the property owned by the Club Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, as evidenced by an instrument that has been signed by two-thirds (2/3) of the members, agreeing to such dedication, or transfer; and such transfer shall be only as authorized in the "Declaration."

(5) Participate in mergers and consolidations with other nonprofit organizations organized for the same purposes or annex additional residential property and Common Area, provided that such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members.

(6) Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by Law may now or hereafter have or exercise.

ARTICLE III

Every person or entity who is a record Owner of a fee simple or undivided fee simple interest in any lot in the Property shall be eligible to become a Member of the Club Association, and shall become a Member of the Club Association, upon execution and delivery of the form of membership association prescribed by the Association and payment of the membership fees prescribed therein, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

ARTICLE IV

This corporation shall have perpetual existence.

ARTICLE V

The names of the persons constituting the First Board of Directors and who will serve until the first election are:

Sol Gruber

Bernie MacHell

Patrick Devine

Matt Siegel

Clyde Gabler

ARTICLE VI

The business and affairs of the Corporation shall be managed by a Board of Directors of not less than five (5) nor more than nine (9), who shall be elected annually. The Board of Directors shall consist of the following officers: President; 1st Vice President; 2nd Vice President; 3rd Vice President; 4th Vice President; 5th Vice President; 6th Vice President; Secretary; and Treasurer.

The duties of the officers shall be prescribed by the By-Laws of the Corporation.

Liability-The Board of Directors shall not be liable to the membership for any mistake of judgment or otherwise, and shall only be liable for their own individual misconduct or bad faith.

Indemnification-The Board of Directors of the Club will be protected against legal action to compensate for damage, loss or expense by any member, guest or the public by an adequate and proper insurance policy of indemnity.

ARTICLE VII

The By-Laws of the Association shall be adopted by the first Board of Directors. Thereafter, the By-Laws may be amended at a regular or special meeting of the members, by a vote of 2/3 of a majority of a quorum of members present in person or by proxy.

ARTICLE VIII

The names and residences of the subscribers hereto are as follows:

- Sol Gruber 10406 Kingsbrook Lane, Orlando, FL 32821
- Bernie Mackell 10321 Kingsbrook Lane, Orlando, FL 32821
- Matt Siegel 10142 Donhill Court, Orlando, FL 32821
- Patrick Devine 5350 Twine Street, Orlando, FL 32821
- Clyde W. Gabler 10623 Deergrass Lane, Orlando, FL 32821

ARTICLE IX

Amendments to the Articles of Incorporation may be proposed by ten percent (10%) of the membership and adopted by a two-thirds (2/3) vote of the membership as provided in the By-Laws.

ARTICLE X

The Club Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, the undersigned have subscribed their names respectively to the Articles of Incorporation of, LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC. a corporation not for profit, on this 2nd day of MARCH, 1984.

Sol Gruber
Bernie Mackell
Matt Siegel

Patrick J. Devine
Clyde W. Gabler

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared CLYDE W. GABLER, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed these Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the state and county aforesaid, this 5th day of MARCH, 1984.

Jane Hudak
 Notary Public
 My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXPIRES MAR 29 1985
 BOARD JIRU GITHRA 175, UNDERWATER

CERTIFICATE DESIGNATING REGISTERED OFFICE AND REGISTERED AGENT

LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC.

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

1. LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC., a Corporation Not-For-Profit, desiring to organize under and in accordance with laws of the State of Florida with its registered office, as indicated in the Articles of Incorporation, at 5303 Gateway Ave. Orlando, Florida 32821, has named Scott D. Clark, whose business office is located at 369 North New York Ave., Winter Park, Florida 32790, County of Orange, State of Florida, its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been designated as the Registered Agent for LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC., I hereby accept the designation and agree to act as the Registered Agent of said corporation.

By: Scott D. Clark
Scott D. Clark

Dated: MARCH 13, 1984

FILED
MAR 22 PM 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS

OF

LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC.

as revised September 21, 1994

BY LAWS
OF
LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC., hereinafter referred to as the "Club Association". The principal offices of the corporation shall be located at 5303 Gateway Avenue, Orlando, Florida 32821, but meetings of members and directors may be held at such places within the State of Florida, County of Orange, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Club Association" shall mean and refer to LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC., and its successors and assigns.

Section 2. The "Property" shall mean and refer to that certain real property described in the Plat of LIME TREE VILLAGE, according to the Plat thereof as recorded in Plat Book 7, pages 72 through Page 74 and LIME TREE VILLAGE REPLAT, according to the Plat thereof as recorded in Plat Book 8, Page 35, both of the Public Records of Orange County, Florida.

Section 3. "Club Area" shall mean all real property owned by the Club Association for the common use and enjoyment of the members.

Section 4. "Lot" shall mean and refer to any plot of land shown as a Lot upon the recorded subdivision maps of the properties with the exception of the Club Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the property recorded in the Office of the Comptroller of Orange County, Florida at O. R. Book 2959, page 1427, as amended from time to time.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation.

Section 8. "Good Standing". A member in good standing is one whose dues and assessments are paid through the current month.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual meeting. There shall be general membership meetings of the members of the Club Association at such places as may be designated, on the third (3rd) Wednesday in January; on the second Wednesday in May; and on the second Wednesday in November each year, if not a legal holiday under the laws of the state of Florida; and if a legal holiday, then on the next succeeding business day, at 7:30 p.m., for the transaction of such business as shall come before the meeting. All nominations for office on the Lime Tree Board of Directors shall be made at the November meeting.

Section 2. Special Meetings. Special meetings of the members shall be held whenever called by the Board of Directors or by written request of one fourth (1/4) of the members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting, stating the time, place, and in general terms the purpose or purposes thereof shall be sent by mail to the last known address of all members at least fifteen (15) days prior to the meeting.

Section 4. Proxy. Each member may cast his vote, either in person or by proxy, for each lot owned in fee simple by that particular member, solely or jointly, or by a corporation owning a lot or lots. Any proxy granted is revocable and will automatically cease should the member granting said proxy convey his lot. All proxies shall be in writing and signed by the member and shall be filed with the Secretary no later than four PM (4:00 PM) of the day preceding the meeting to which the proxy applies. Any proxy shall be limited to an issue or issues to be voted on at that particular meeting. All proxies shall be recorded by the Secretary and shall be voted by the President of the Club, unless otherwise designated. Such vote shall be in accordance with the written instructions of the signer of the proxy if such instructions are part of the proxy. All recorded proxies shall count as members present to satisfy the numerical requirements for a quorum. All recorded proxies shall be retained for a period of one (1) year after the meeting to which they apply, and shall be open to inspection by any Club member upon request. There shall be no restriction as to the number of proxies that may be voted by any club member in good standing, provided that such proxies shall be validly executed.

Section 5. Quorum. At any meeting of the members a quorum shall consist of members holding one quarter (1/4) of the votes of members, for any action except as otherwise provided in the Articles of Incorporation, the Declarations, or these Bylaws.

Section 6. Robert's Rules of Order shall govern when not in conflict with the Articles of Incorporation, these Bylaws, or the laws of the State of Florida.

ARTICLE IV OFFICERS

Section 1. Executive Officers. The executive officers of the Club Association shall be the President, the Vice President, five (5) Directors, a Secretary and a Treasurer. To the extent permitted by law the executive officers shall be elected annually by a plurality vote of the members.

Section 2. The President. The President shall be the chief executive officer of the corporation and the chairman of the Board of Directors.

Section 3. The Vice President and Directors. The Vice President and Directors shall have such power and perform such duties as specified in Article V, Section 1 and as may be assigned to them by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that office shall be performed by the Vice President.

Section 4. The Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors and the minutes of the members' meetings in books provided for that purpose; the Secretary shall have custody of the corporate seal and such books and papers as the Board may direct, and shall in general perform all the duties incident to the office of Secretary, subject to control of the Board of Directors and the President; and shall also perform such other duties as may be assigned by the President or the Board.

Section 5. The Treasurer. The Treasurer shall have the custody of all the receipts, disbursements, funds and the securities of the corporation and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. The Treasurer shall perform such other duties as may from time to time be assigned to that office by the Board of Directors or the President. The Treasurer shall cause an annual audit based on the books of the Club Association to be made by an accountant, not a member of the Club Association, at the completion of each fiscal year.

Section 6. Subordinate Agents. The President with the approval of the Board of Directors, may appoint such other agents as the board may deem necessary, who shall serve at the pleasure of the Board, and who shall have such authority and perform such duties as may from time to time be prescribed by the President or by the Board.

Section 7. Term. The officers of the Club Association shall be elected annually by the members and each shall hold office for one (1) year unless the Officer shall sooner resign, or shall be removed, or otherwise disqualified by sale of property, death, nonpayment of dues or other cause.

Section 8. Resignation and Removal. All officers shall serve at the pleasure of the membership, and may be removed from office with or without cause by a majority of the membership. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date or receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V BOARD OF DIRECTORS

Section 1. Number of members. the business and affairs of this club association shall be managed by a Board of Directors which shall consist of not less than five (5) nor more than nine (9) members, but in any event, shall consist of an odd number. The Board of Directors shall be elected by the members of the club association. The following is a list of offices constituting the Board of Directors, and their respective duties:

President - chairman of the Board of Directors.

Vice President - assistant to the President, Vice Chairman of the Board of Directors, and Budget Chairman.

Director - Club Events

Director - Building and Grounds.

Director - Specifications and Contracts

Director - Membership, Rules, and Security.

Director - Off Site Services.

Secretary - (see article IV section 4).

Treasurer - (See Article IV Section 5) also see Article XI Section 6.

Any of the above duties may be combined into one responsibility at the discretion of the Board of Directors.

Section 2. Regular Meetings. The Board shall meet not less than once each month for the transaction of business at such place as may be designated from time to time.

Section 3. Special Meetings. Special Meetings of the Board of Directors may be called by the President or by three (3) members of the Board for any time and place, provided reasonable notice of such meeting shall be given to each member of the Board before the time appointed for such meetings.

Section 4. Quorum. The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors serving at the time shall constitute a quorum for the transaction of business. The act of a majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 5. Chairman. At all meetings of the Board of Directors, the President, or, in his absence, the Ist Vice President, or in the absence of both, a Chairman chosen by the Directors present, shall preside.

Section 6. Terms of Members of the Board. The Board of Directors shall be elected for a term of one (1) year. No officer shall serve in the same office for more than two (2) consecutive years, with the exception of the Treasurer and Secretary.

Section 7. Annual report. The Board of Directors, within sixty (60) days after the close of the fiscal year, shall submit to the members a report as to the condition of the Club Association and its property and shall submit also an account of the financial transactions of the past year.

Section 8. Vacancies in the Board. Whenever a vacancy in the membership of the Board shall occur, the remaining members of the board shall have the power, by a majority vote, to select a member of the Club Association to serve the unexpired term of the vacancy.

Section 9. Compensation. No Director shall receive compensation for any service he may render to the Club Association. However, any Director may be reimbursed for his actual authorized expenses incurred in the performance of his duties.

Section 10. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could have taken at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 11. Powers and Duties of the Board of Directors.

A. Powers. The Board of Directors shall have power to:

(i) Adopt and publish rules and regulations governing the use of the club area and recreational facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof and provide for the maintenance of the lawns and sprinkling systems;

(ii) Suspend the voting rights and the rights to use of the recreational facilities of a member during any period in which such member shall be in default in excess of ten (10) days on the payment of any assessment levied by the Club Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infractions of published rules and regulations;

(iii) Exercise for the Club Association all powers, duties, and authority vested in or delegated to this Club Association and not reserved to the membership by other provisions of these By Laws, the Articles of Incorporation, or the Declaration;

(iv) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; unless such absences are excused by the Board.

(v) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

B. Duties. It shall be the duty of the Board of Directors to:

(i) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(ii) Supervise all officers, agents and employees of the Club Association, and to see that their duties are properly performed;

(iii) As more fully provided in the Declaration to:

(a) Fix the amount of annual dues against each member as provided in Article VI Section 5.

(b) Send written notice of the dues and the adjustments thereto to every member subject thereto at least thirty (30) days in advance of each annual dues period and the effective date of each adjustment, provided, that failure to timely send said such notification shall not invalidate any such annual dues or adjustments thereto. All dues shall be payable on a monthly schedule;

(c) Collect any dues which are not paid within forty five (45) days after due date or to bring an action at law against the member personally obligated to pay the same;

(iv) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any dues have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states dues have been paid, such certificates shall be conclusive evidence of such payments;

(v) Procure and maintain adequate liability and hazard insurance on property owned by the Club Association;

(vi) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate, including Officers' and Directors' personal liability protection;

(vii) Cause the property under control of the Club Association to be properly maintained.

(viii). Gratuities. No member of the Board of Directors, committee member, club employee, manager, or such other employee may accept presents, gratuities, or commissions from any vendor or contractor doing business with the Club. Even the appearance or implication of corruption is to be avoided. Said items to include material things, money, tickets, food, lunches, beverages (alcoholic and non-alcoholic) and tobacco products, to be consumed on or off the premises. The Board of Directors will enforce the above and any Club member may report violations to the Board.

ARTICLE VI MEMBERSHIPS

Section 1. Qualifications. Only lot owners in LIME TREE VILLAGE who have applied for and become members pursuant to the Articles of Incorporation shall be members of this corporation. When two (2) or more persons are the joint owners of real property in LIME TREE VILLAGE, all such persons shall be members, provided they have met the requirements specified in the Articles. Each member shall be entitled to one (1) vote per lot owned. Where a lot is owned by more than one member, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Whenever a member shall cease to own real property in LIME TREE VILLAGE, such member shall automatically be dropped from the membership of the corporation. Only one recorded owner member per household shall be eligible to hold elective office.

Section 2. Members. A member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of the corporation, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing.

Section 3. Manner of Admission. Every person buying a lot in LIME TREE VILLAGE shall become a member of the Association upon the acquisition of his lot and upon application and payment of fees as provided in the Articles of Incorporation and/or Bylaws.

Section 4. Membership Not Transferable. No membership may be sold, assigned, or transferred, voluntarily or by Will or by operation of law, except that a member may assign his right as a Member of the Club Association to a person to whom he has leased his lot (a "Renter"), and such person holding a valid lease for a minimum of six (6) months upon a lot shall become an Associate Member of the Club Association upon execution and delivery of the form of membership application prescribed by the Club Association, together with the payment of the membership fees paid by the lot owner therein prescribed. Such Associate Members of the Club Association shall acquire full right to use and enjoy the Recreational Facilities and to serve on any duly appointed Committee, subject to the terms and provisions hereof; provided, such Associate Members shall not have or acquire any voting rights in the Club Association. Said voting right shall be retained by the Lot Owner, but said Owner may not exercise any other rights of membership while such rights are assigned to a tenant.

Lot Owner is responsible for the actions of his tenant and for the timely payment of dues to the Club Association. When informed of an infraction, he will be responsible for his tenant's compliance with the Covenants and Restrictions and all other regulations of the Club Association.

Section 5. Annual Maintenance Dues. Every member shall be required to pay annual dues, the amount of which shall be determined by the Board of Directors. Any increase in dues greater than five percent (5%) annually shall require a vote of a majority of the

membership voting. Annual dues for new members shall be pro-rated from the date ownership is acquired to the last day of the year. Dues may be paid monthly.

Section 6. Initiation fee. effective May 27, 1992 and thereafter, any non-member who has not held membership within the previous twelve (12) months and who applies for club membership shall be required to pay an initiation fee equal to the total of the then current dues for three months or two hundred dollars, whichever shall be the lesser amount. Any non-member who has held membership within the previous 12 months may be reinstated by paying an amount equal to all dues and assessments since their last dues payment or three hundred dollars, whichever shall be the lesser amount. Any member suspended for non-payment of dues and/or assessments may be reinstated, if less than six (6) months have elapsed since the last dues payment, by paying all dues and assessments in arrears. A suspension in excess of six (6) months shall be subject to an initiation fee applicable to non-members. The buyer of a lot sold by a member in good standing who applies for membership within sixty (60) days of taking title and after proper notification shall not be required to pay an initiation fee, but shall be responsible for any dues or assessments in arrears. The buyer of a lot previously owned by a non-member shall be subject to the regular non-member charges of three month's due or two hundred dollars, whichever shall be less. The Board of Directors may, by unanimous consent of the Board, suspend the initiation fee requirements for a period of thirty days on the adoption of this amendment, and thereafter for a similar period once every two years, if it deems such suspension to be in the best interests of the club.

ARTICLE VII LOSS OF PROPERTY

Section 1. Liability. The Board of Directors shall not be liable or responsible for the destruction of, loss of, or damage to the property of any member or the guest of any member, or visitor, or other persons.

ARTICLE VIII USE OF FUNDS

Section 1. Use of Funds. The funds raised by dues may be used for the purposes specifically stated in the Articles of Incorporation, and the Club Association shall have the power, through the Board of Directors, to enforce the Declaration covering the Property and to use dues for the costs thereof, including attorneys' fees. Club funds shall not be used for contribution to any cause or charity or any other non-club purpose.

Section 2. Limitation on Spending. The Board of Directors shall be limited to a maximum of twenty five hundred dollars (\$2500.00) for any single expenditure (except in the event of an emergency maintenance item). If any newly proposed expenditure and/or service contract, except for renewal of existing service contracts with existing or new contractors exceeds twenty five hundred dollars (\$2500.00), it shall require approval of the membership.

Section 3. Reserve funds.

I. Reserve funds, to be used solely for the repair and/or replacement of the following major items of Club owned property, and for the payment of legal fees and expenses, will be established by the Board of Directors and will be maintained.

- (a) clubhouse roof
- (b) swimming pool and jacuzzi
- (c) tennis courts
- (d) parking lot and driveway
- (e) air conditioning units
- (f) irrigation
- (g) furniture and fixtures

II. In the event that any of these Reserve Funds are spent, the Board of Directors will budget, over a period of time equal to the expected life of the

repair/replacement, or other such reasonable time, the funds necessary to replace those which were expended.

III. The Board of Directors may transfer Reserve Funds between categories as necessary, but may not transfer any Reserve Funds to categories not specified above.

ARTICLE IX NOTICE

Section 1. Notice. Whenever, according to these Bylaws or the Declaration of Covenants, Conditions and Restrictions, a notice shall be required to be given to any member, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Orange County, Florida, in a postpaid, sealed wrapper, addressed to such member at his address as the same appears on the books of the Corporation, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2. Waiver of Notice. Any notice required to be given by these Bylaws may be waived by the person entitled thereto.

ARTICLE X FISCAL YEAR

Section 1. Fiscal Year. The fiscal year of the corporation shall be the calendar year.

ARTICLE XI COMMITTEES

Section 1. The Board of Directors may, at its discretion, establish such committees as may be deemed necessary or desirable; which may include: the Nominations and Elections Committee, the Recreation Committee, the Maintenance Committee, the Publicity Committee, the Audit Committee, the Calendar Committee, the Membership Committee, and the Social Committee. Unless otherwise provided herein, each Committee shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. Committees shall be appointed by the Chairman of the Board of Directors, subject to the approval of the Board, to serve at the pleasure of the Board of Directors until the beginning of the next annual meeting and such appointments shall be announced when made. The Board of Directors may appoint such other committees as it deems desirable, or disband any committee deemed not necessary. The President shall be a member ex officio of all committees except the Nominations and Election Committee.

Section 2. The Nominations and Elections Committee shall have the duties and functions described in Article XIV.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Recreational Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Publicity Committee and the Calendar Committee shall inform the Members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 6. The Audit Committee shall review the annual audit of the Association's books and the balance sheet statement to be presented to the membership at its regular

annual meeting as provided in Article IV, Section 5. The Treasurer shall be an ex officio member of the committee. The Audit Committee shall not, however, become involved in proposing or approving the annual budget which shall be the sole responsibility of the Board of Directors.

Section 7. The Social Committee shall be responsible for the planning and coordination of social activities within the Club Association.

Section 8. The Membership Committee shall be responsible for making reviews and recommendations on all matters concerning the recruitment, qualification and retention of members.

Section 9. With the exception of the Nominations and Elections Committee, each committee shall have the power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 10. It shall be the duty of each committee that may be established to receive complaints from Members about any matter involving Association functions, duties, and activities within its field of responsibility. It shall act on such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented. The Board of Directors has overall responsibility for action of the committees and can change and/or reverse any action taken by a committee if the Board of Directors considers such action to not be in the best interest of the Association and its members.

ARTICLE XII BOOKS AND RECORDS

Section 1. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII CORPORATE SEAL

Section 1. Corporate Seal. The Association shall have a seal in circular form having within its circumference the words: LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC. 1984, a corporation not for profit, Florida.

ARTICLE XIV NOMINATIONS AND ELECTIONS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominations and Elections Committee. Nominations may also be made by the members as described herein. The Nominations and Elections Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members. Further nominations may be made by members sending nominations to the Nominations and Elections Committee no sooner than sixty (60) days prior to the second (2nd) Wednesday in November or from the floor at the November meeting. The Nominations and Elections Committee shall distribute the ballot to all members. No candidate may accept nomination for more than one office.

Section 2. If after the close of nominations there is only one candidate for any office the presiding officer shall instruct the secretary to cast one ballot for the unopposed nominee and that candidate shall be declared elected. If there is more than one candidate for any office or offices, election for that office or offices shall be held on the second (2nd) Wednesday in December. Ballots shall be mailed to all members immediately following the close of nominations, and elections to the Board of Directors shall be by

secret ballot. At such elections the members may cast in respect to each vacancy as many votes as they are entitled to cast under the provisions of the Declaration. All such ballots must be received by midnight of the second (2nd) Tuesday in December and shall be counted by the Nominations and Elections Committee on the succeeding day, and the results shall be posted in the Clubhouse. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted. The Nominations and Elections Committee shall post the results of the elections immediately following the counting of the ballots. The newly elected officers shall take office on the first (1st) day of January of each year.

Section 3. Eligibility. Only Members who are "In Good Standing" as described in Article II, Section 8, and are in compliance with the Covenants and Restrictions and all other regulations of the Lime Tree Village Community Club Association, Inc. shall be eligible to be nominated for a position on the Board of Directors.

ARTICLE XV AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the members by a vote of two-thirds majority of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVI IRRIGATION SYSTEM

1) There exists a central irrigation system for lawns in Lime Tree Village which is owned, operated and maintained by the Club Association. The Association also owns, operates and maintains the wells, pumps, motors, and other appurtenances of this system. The cost of maintaining and operating this system is included in the annual dues of the members of the Association. Effective with the ratification of this amendment to the bylaws, the Association will charge a fee for the use of this system and for supplying water to non-members, unless the non-member elects not to receive this service.

2) Non-members electing not to receive this service must notify the Association to this effect in writing within fifteen (15) days and must agree to take all reasonable and necessary steps to discontinue receiving the use and benefit of the central irrigation system owned, operated, and maintained by the Club. Such steps shall include capping or having capped all irrigation outlets on the property of such non-member.

3) The Board of Directors is authorized to set the initial fee for such irrigation services to non-members, to review and change such fee annually, and to determine the scope of services covered by such fee. Although such fees are based on annual usage, they shall be due and payable on a monthly basis. Any fees not paid within thirty (30) days shall be considered past due, and any fees not paid within sixty (60) days may result in resort to legal remedies. Interest will be charged on all past due accounts.

4) Failure of a non-member to notify the Board within the prescribed time that the non-member declines such irrigation services shall be deemed acceptance of such services, and shall obligate the user to payment for such service as outlined above.

HISTORY OF AMENDMENTS

These Bylaws were adopted by the first Board of Directors in 1984. They have been amended at the General Membership meeting September 19, 1984 and have been amended on

September 18, 1985 and again on February 11, 1986. They have been further amended by the General membership Meeting September 14, 1987. This copy was further amended by the General Membership Meeting of February 14, 1989. Further amendments: Article VIII, Section 3, Reserve Funds, was added at a General Meeting on September 17, 1990, and further amended on March 19, 1991 to add to Article VIII, Section 3. Amendments of wording of several sections were adopted at a Special Membership Meeting on May 27, 1992. At the General Membership Meeting on May 11, 1994 Amended to change wording and add to Article VI, Section 4., and to Article XIV, Section 3. Further amendment: Article XVI was added at the Special Membership Meeting on September 21, 1994. As of January 18, 1995, this is the current copy now is force for LTVCCA, Inc.

Attest:

Yetta Leinweber, Secy.
Yetta Leinweber, Secretary

Ben Kreindel
Ben Kreindel, President

Dated: Jan. 19, 1995

FILE NOW: FILING FEE AFTER MAY 1 IS \$155.00

CORPORATION
ANNUAL REPORT
1995



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State
DIVISION OF CORPORATIONS

DOCUMENT # **N02116** (4)

1. Corporation Name

LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, IN C.

COPY

Principal Place of Business		Mailing Address		DO NOT WRITE IN THIS SPACE	
5300 GATEWAY AVE ORLANDO FL 32821		5300 GATEWAY AVE ORLANDO FL 32821		3. Date Incorporated or Qualified 03/22/1984	3a. Date of Last Report 03/15/1994
				4. Filing Number 59-2440601	Aggregate Not Aggregate

2. Principal Place of Business	2a. Mailing Address	5. Certificate of Status Desired	<input type="checkbox"/> \$8.75 Additional Fee Required
21. State, Apt. #, etc.	26. State, Apt. #, etc.	6. Election Campaign Financing Trust Fund Contribution	<input type="checkbox"/> \$5.00 May Be Added to Fees
22. City & State	27. City & State	7. Nonprofit with IRS 501(c)(3) Tax Exempt Status	<input checked="" type="checkbox"/> \$68.75 Supplemental Fee Not Required
23. City & State	28. City & State	8. This corporation has liability for intangible tax under S. 193.012, Florida Statutes	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
24. City	25. Country	9. Name and Address of Current Registered Agent	
29. City	30. Country	10. Name and Address of New Registered Agent	

LADUE, CHARLES
10112 ALLENBY COURT
ORLANDO FL 32821

81. Name	
82. Street Address (P.O. Box Number is Not Acceptable)	
83. City	
84. City	FL 85. Zip Code

11. Pursuant to the provisions of Sections 607.04(2) and 607.15(3), Florida Statutes, the above named corporation hereby certifies that the information furnished on this report is true and correct to the best of its knowledge and belief, and that it is an officer or director of the corporation or a trustee or agent authorized to execute this report as required by Chapter 617, Florida Statutes, and that my name appears in Block 12 or 13 or 14 if changed, or on an attachment with an address.

SIGNATURE _____ DATE _____

12. OFFICERS AND DIRECTORS		13. ALTERNATE NAMES TO OFFICERS AND DIRECTORS	
TITLE	PD	11 TITLE	President
NAME	OGULNICK, MORRIS	12 NAME	Benjamin E Kreindel
STREET ADDRESS	5217 WILDFLOWER CIRCLE	13 STREET ADDRESS	10533 Deergrass Lane
CITY - ST - ZIP	ORLANDO FL 32821	14 CITY - ST - ZIP	Orlando - FL - 32821
TITLE	D	21 TITLE	V President
NAME	GOLDENBERG, PAUL	22 NAME	John Shoriak
STREET ADDRESS	10303 KINGBROOK LANE	23 STREET ADDRESS	10136 Donhill Court
CITY - ST - ZIP	ORLANDO FL	24 CITY - ST - ZIP	Orlando, FL - 32821
TITLE	D	31 TITLE	Treasurer
NAME	MILLER, JO-ANNE	32 NAME	Jo-Anne Miller
STREET ADDRESS	10108 BLUFF CT	33 STREET ADDRESS	10108 Bluff Court, Orlando FL 32821
CITY - ST - ZIP	ORLANDO FL	34 CITY - ST - ZIP	
TITLE	SO	41 TITLE	Secretary
NAME	BRANDSTADTER, MADELINE	42 NAME	Yetta Leinweber
STREET ADDRESS	10154 EVENTIDE COURT	43 STREET ADDRESS	5214 Chicory Circle
CITY - ST - ZIP	ORLANDO FL	44 CITY - ST - ZIP	Orlando, FL 32821
TITLE	VD	51 TITLE	Director
NAME	KREINDEL, BENJAMIN E	52 NAME	Sidney Rothburd
STREET ADDRESS	10533 DEERGRASS LN	53 STREET ADDRESS	10642 Bellflower Court
CITY - ST - ZIP	ORLANDO FL	54 CITY - ST - ZIP	Orlando, FL 32821
TITLE	D	61 TITLE	Director
NAME	SHORIAK, JOHN	62 NAME	Kenneth Johnston
STREET ADDRESS	10136 DONHILL COURT	63 STREET ADDRESS	10140 Fairtree Lane
CITY - ST - ZIP	ORLANDO FL 32821	64 CITY - ST - ZIP	Orlando, FL 32821

14. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(b), Florida Statutes, and further certify that the information included on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes, and that my name appears in Block 12 or 13 or 14 if changed, or on an attachment with an address.

SIGNATURE: *Benjamin E Kreindel* Benjamin E Kreindel
5213 Pd 1/25/95 # 4354 1/23/95 407-351-3351
Signature and Typed or Printed Name of Signing Officer or Director Date