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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
**BISON VALLEY**

Mid Florida Properties, L.L.C., a Florida limited liability company, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called "Declarant"), is the owner in fee simple of certain real property located in Sumter County, Florida, known by official plat designation as BISON VALLEY, pursuant to a plat recorded in Official Plat Book 10 beginning at Page 12-12A of the Public Records of Sumter County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots, Tracts and Common Elements constituting such Subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean the BISON VALLEY PROPERTY OWNERS ASSOCIATION, INC. or some other similarly named nonprofit corporation, its successors and assigns, which may be formed to assume the rights and duties described hereto. The Articles of Incorporation of the Association are attached hereto as *Exhibit "A"*. The Bylaws of the Association are attached hereto as *Exhibit "B"*.

Section 2. "Common Elements" shall mean: (1) Tracts A, B, C, D, E, F, G and H as shown on the plat referenced above; (2) property subsequently conveyed to the Association; and (3) the Surface Water or Stormwater Management System within the Subdivision.

Section 3. "Declarant" shall mean Mid Florida Properties, L.L.C.; its successors and assigns.

Section 4. "Lot" shall mean any unit of land which bears a numerical number on the recorded Subdivision plat referred to above, or such other unit of land subsequently brought within these restrictions as a Lot, but shall not include Tracts or other areas not intended for a residence.

Section 5. "Maintenance" shall mean the exercise of reasonable care and repair to keep Common Elements, including the Surface Water or Stormwater Management System and other related improvements and fixtures in good repair and condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who owns a Lot within the Subdivision and holds membership in the Association.

Section 7. "Mortgage" shall mean a conventional first lien mortgage.

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation. Every "Owner" shall be a "Member".

Section 9. "Subdivision" shall mean the real property contained in the Plat of Bison Valley, recorded in Plat Book 10, Pages 12-12A of the Public Records of Sumter County, Florida.

Section 10. "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to

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prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted by Southwest Florida Water Management District ("SWFWMD") from time to time.

Section 11. "Tract" shall mean any unit of land designated as a Tract on the recorded Subdivision plat referred to above.

## ARTICLE II. THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. Voting. The Association shall have two classes of voting members.

Class A: Class A Members shall be all Owners in the Subdivision except the Declarant. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they may determine among themselves, however in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B Member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to five votes per Lot owned.

Section 3. Lien and Personal Obligation of Assessments. Declarant hereby covenants for each Lot within the subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments, and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 4. Services Provided by the Association. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Subdivision and for the repair and maintenance of Common Elements and the maintenance and repair of the Surface Water or Stormwater Management Systems, including but not limited to work within retention areas, drainage structures and drainage easements.

The Association shall maintain all Common Elements, including, but not limited to those perimeter fences and entry walls and features originally constructed by Declarant located on or adjoining Common Elements. The Association shall also be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management Systems, and if the Association ceases to exist, all Lot Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water or Stormwater Management Systems, unless and until a successor entity assumes such responsibility. Maintenance of the Surface Water or Stormwater Management Systems shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SWFWMD. Any repair or reconstruction of the Surface Water or Stormwater Management Systems shall be permitted or, if modified, as approved by SWFWMD. SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to remedy uses of the Surface Water or Stormwater Management Systems not permitted by SWFWMD.

In the event the need for maintenance or upkeep is attributable to the willful or negligent act of the Owner of a Lot, his family, guests, or invitees, the cost of such maintenance or upkeep shall be added to and become part of the assessment to which such Lot is subject.

**Section 5. Uniform Rate of Assessment.** Annual assessments must be fixed at a uniform rate for all Lots.

**Section 6. Commencement and Collection of Annual Assessments.** The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the date upon which the Declarant closes on the sale of that Lot from the Declarant. The board of directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable quarterly, semi-annually, or annually. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and may, on or before February 1 of each year, cause to be recorded in the Public Records of Sumter County, a list of delinquent assessments as of December 31 of the prior year.

**Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Lot.

**Section 8. Subordination of Assessment Lien to Mortgages.** The assessment lien provided for herein shall be subordinate to the lien of any Mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure of a Mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer and after the date of the Mortgage. No other sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereat.

### ARTICLE III. USE RESTRICTIONS

The Subdivision shall be occupied and used only as follows:

**Section 1.** All Lots included in the Subdivision shall be used for residential purposes only and shall be subject to the following specific residential use restrictions in addition to the general restrictions contained in this Declaration.

**Section 2.** There shall be only one residence on each Lot. All residences must have garages and be of at least 1,235 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space. The residence shall be a conventionally site built home and shall be of a design as being harmonious with the development as to color, construction materials, design, size and other qualities. Each Home must have eave overhangs and gable overhangs, and all roofing materials shall be approved by the Association, or an architectural review committee appointed by the Association ("ARC"), including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed. The home shall be placed on a Lot in conformance with the overall plan of the Declarant. Homes originally constructed by Declarant may deviate from the minimum square footage and other requirements detailed herein; however, in no event shall any subsequent alterations or changes to such homes result in additional or greater deviations from those existing due to Declarant's original construction.

**Section 3.** After the home has been constructed by Declarant, no building or structure shall be constructed, erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Association, or the ARC, as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. The Association or ARC shall grant its approval only in the event the proposed work (a) will benefit and enhance the entire Subdivision in a manner generally consistent with the plan of development thereof, and (b) complies with the construction plans for the Surface Water or Stormwater Management System

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pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD. The Association or ARC's approval or disapproval as required in these covenants shall be in writing. In the event that the Association or ARC fails to approve or disapprove plans and specifications submitted to it within thirty (30) days after such submission, approval will not be required.

**Section 4.** When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot in a manner that constitutes a violation of these covenants and restrictions, the Association or ARC may release the Lot, or parts of it, from any part of the covenants and restrictions that are violated. The Association or ARC shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole judgement.

**Section 5.** Each home and Lot must contain a concrete driveway. In an effort to protect limited natural resources, all Lots shall remain finished with the same quantity and style of water-conservative, drought-tolerant sod and landscape as originally provided by Declarant. Notwithstanding, Owners are encouraged to and may add landscaping that is more water-conservative and drought-tolerant than originally provided, however, any such alterations to areas visible from roadways within the Subdivision must receive prior written approval from the Association or ARC. Mailboxes will be of a cluster type approved by the Declarant and will be located upon the Common Elements.

**Section 6.** No outside structures including barns, detached garages or structures for storage or utility purposes are permitted within the Subdivision.

**Section 7.** Properties within the Subdivision are intended for residential use and no commercial, professional or similar activity requiring either maintaining an inventory, or customer/client visits may be conducted in a home or on a Lot.

**Section 8.** Owners shall keep their Lots neat and clean and the grass cut, irrigated and edged at all times. For those Owners of Lots adjoining perimeter security fences originally constructed by Declarant, such Owners shall maintain up to such fence whether or not such area is within or outside of the Lot, and shall be responsible for maintenance and repairs of the surface and structural integrity of such fences adjoining the Owner's Lots, whether on the Owner's Lot or an adjacent property. Such Owners are encouraged to maintain such fences in a cooperative and uniform manner so as to present to the public a uniform and well-maintained appearance of the Subdivision as a whole. The Lot Owner must contact the Association or the ARC for paint specifications. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Association and the cost shall be charged to the Owner.

**Section 9.** No serials, satellite reception dishes, or antennas of any kind are permitted in the Subdivision, except as permitted by law or as authorized by the Association, or the ARC.

**Section 10.** No arbor, trellis, gazebo, pergola (or similar item), awning, fence, barrier, wall or structure of any kind or nature shall be placed on any Lot without prior written approval of the Association or the ARC.

**Section 11.** No vehicles incapable of operation shall be stored on any Lot nor shall any junk vehicles or equipment be kept on any Lot.

**Section 12.** A sign showing the Owner's name will be permitted in common specifications to be set forth by the Association or the ARC. No other signs or advertisements will be permitted without the express written consent of the Association or the ARC.

**Section 13.** Except as provided above, exterior lighting must be shaded so as not to create a nuisance to others. No other light poles may be erected, except as otherwise approved by the Association or the ARC.

**Section 14.** The Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Subdivision.

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**Section 15.** Birds, fish, dogs and cats shall be permitted, with a maximum of two (2) pets per Lot. Each Owner shall be personally responsible for any damage caused to the Common Elements by any such pet and shall be responsible to immediately remove and dispose of any excrement of such pet and shall be responsible to keep such pet on a leash. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Elements.

**Section 16.** Window air-conditioners are prohibited and only central air-conditioners are permitted.

**Section 17.** The hanging of clothes or clotheslines or poles is prohibited to the extent allowed by law.

**Section 18.** In no event shall the Owners of Lots 4-16 inclusive, connect vehicular, pedestrian, or other driveways or roadways directly from their Lots onto Woodridge Drive. Ingress and egress in any form is hereby prohibited from said Lots directly onto Woodridge Drive. In addition, and notwithstanding any easement granted herein, ingress and egress over and upon Tract F, as shown on the Subdivision plat, shall be limited to that for pedestrian, bicycle, and golf-cart travel. Vehicular travel over Tract F is strictly prohibited, except for those providers of law enforcement and emergency service personnel, as more specifically described on the Subdivision plat.

**Section 19.** It shall be the responsibility of each property Owner within the Subdivision at the time of construction or altering of a building, residence or structure, to comply with the construction plans set forth by SWFWMD, pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD. No Owner of property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in wetlands, mitigation areas, buffer areas, or upland conservation areas described in approved permits or recorded plat of the Subdivision unless prior written approval is received from the appropriate governmental agency, or pursuant to Chapter 40D-4, F.A.C.

#### ARTICLE IV: EASEMENTS

**Section 1. Owner's Easements of Enjoyment in Common Elements.** Subject to the restrictions contained herein, every Owner of a Lot shall have a right and easement of ingress and egress and enjoyment in and to the Common Elements. Such rights and privileges are also subject to the following:

(a) The right of the Association to dedicate or transfer all or any part of the Common Elements to any municipality, public agency, authority, Community Development District, public utility or private utility for such purposes and subject to such conditions as may be agreed upon by the Members.

(b) Such limitations as may be imposed by the Bylaws, each Owner may delegate his right of enjoyment in and to the Common Elements and facilities to the members of his family, his guests, tenants, and invitees.

**Section 2. Other Easements.**

(a) Easements and rights-of-way in favor of the Declarant are hereby reserved for the construction, installation and maintenance of underground utilities such as electric light lines, sewer and water drainage, water lines, television, telephone, recreation facilities, and telegraph lines or the like, and for such fences or walls as are originally constructed by the Declarant. Such easements and rights-of-way shall be confined to a five (5) foot width along the side lot lines of every Lot, a ten (10) foot width along the front line of every Lot, and a seven and one-half (7 1/2) foot width along the rear lines of every Lot, except that such easements along the rear lines of Lots 16-29 and 31-37, inclusive, shall be ten (10) feet in width. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the

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direction of flow of drainage facilities. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) The Declarant and the Association shall have the right and privilege and easement of doing whatever may be necessary in, on, under, and above such Lots, Tracts and Common Elements to carry out any of the duties, purposes or reservations and rights reserved herein, or on the plat of the Subdivision.

**Section 3. Easement for Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the SWFWMD permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

**Section 4. Right of Entry.** The Declarant, through its duly authorized employees and contractors and agents, and the Association, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

**Section 5. No Partition.** There shall be no judicial partition of the Common Elements, nor shall Declarant, or any Owner or any other person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof; however, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

#### ARTICLE V. SERVICES TO BE PERFORMED BY DECLARANT OR DECLARANT'S DESIGNEE

**Section 1.** Upon acquiring any interest as an Owner of a Lot in the Subdivision, each Owner hereby agrees to pay for water and sewer services to be provided by Village Center Community Development District, its successors and assigns ("VCCDD"). The charges for such services shall be billed and paid on a monthly basis. Each Lot within the Subdivision shall be originally developed by Declarant with its own individual irrigation well, each being of no more than 5 inches in diameter. Owners shall utilize such irrigation wells for their intended irrigation purposes only. Potable water wells are prohibited and potable water may not be used for irrigation.

**Section 2.** Garbage and trash service shall be provided by a carrier designated by Declarant, and the charges therefor shall be paid separately by each Owner.

**Section 3.** Cable TV, phone, and internet may be acquired from a provider of Owner's choice at Owner's expense.

#### ARTICLE VI: OWNERS OBLIGATION TO REBUILD

If all or any portion of a residence located upon a Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it in accordance with restrictions contained herein. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within ten (10) months after the damage occurs, unless prevented by some governmental entity. Such reconstruction is subject to the provisions of these restrictions.

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ARTICLE VII. GENERAL PROVISIONS

**Section 1. Enforcement.** Declarant, the Association, or any Owner shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 3. Amendments.** Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by the Declarant; provided however, any amendment affecting the Surface Water or Stormwater Management System shall have the prior written approval of SWFWMD.

**Section 4. Subordination.** No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any Mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

**Section 5. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association or any Owner for a period of ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then Owners of at least three-quarters (3/4) of the Subdivision Lots.

Executed this 1st day of AUGUST, 2007.

Witnesses:

*Gayle Nolen*  
Print Name: Gayle A. Nolen

*Mag Yawn*  
Print Name: Mag Yawn

**MID FLORIDA PROPERTIES, L.L.C.,**  
a Florida limited liability company

By: **LBCV, Inc.,** a Florida corporation,  
its Manager

By: *Don Mathews*  
Don W. Mathews, Vice President

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STATE OF FLORIDA  
COUNTY OF SUMTER

11 22 2007 10:00:00 AM

Before me, the undersigned authority, personally appeared **Don W. Mathews**, as Vice President of and on behalf of **LBCV, Inc.**, a Florida corporation, the Manager of **Mid Florida Properties, L.L.C.**, a Florida limited liability company, to me known to be the person in and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State aforesaid, this 1<sup>st</sup> day of August, 2007.

  
\_\_\_\_\_  
NOTARY PUBLIC



MEG YAWN  
MY COMMISSION # 00319708  
EXPIRES: July 26, 2008  
Revised Two Budget History Services

**Meg Yawn**

(Printed Name)

My Commission Expires: \_\_\_\_\_

Serial/Commission Number

Personally Known  or Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

PREPARED BY:

Erick D. Langenbrunner, Esq.  
McLin & Burns P.A.  
1028 Lake Sumter Landing  
The Villages, FL 32162

✓ RETURN TO:

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The Villages, FL 32162

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Revised: May 31, 2007  
Printed: August 1, 2007



EXHIBIT "A"

ARTICLES OF INCORPORATION  
OF  
BISON VALLEY PROPERTY OWNERS ASSOCIATION, INC.

THE UNDERSIGNED HEREBY ASSOCIATE THEMSELVES FOR THE PURPOSE OF FORMING A CORPORATION NOT-FOR-PROFIT UNDER AND PURSUANT TO CHAPTER 617, FLORIDA STATUTES, AND DO HEREBY CERTIFY AS FOLLOWS:

ARTICLE I

NAME

1.1 The name of the corporation shall be **BISON VALLEY PROPERTY OWNERS ASSOCIATION, INC.** and its initial principal place of business and mailing address shall be 1020 Lake Sunter Landing, The Villages, Florida 32162. For convenience, the corporation shall be herein referred to as the "Association". Terms not defined herein shall be as defined in the Declaration of Covenants, Conditions and Restrictions for Bison Valley, as supplemented from time to time (the "Declaration").

ARTICLE II

PURPOSES AND POWERS

2.1 Purposes. The specific primary purposes for which the Association is organized are to provide for maintenance, preservation and architectural control of the Lots, Tracts, and Common Elements within a certain tract of real property described as Bison Valley, and to promote the health, safety and welfare of the residents within the above-described development and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose. Further, the Association shall be organized to do everything necessary, suitable or proper for the accomplishment, attainment for furtherance of, and to do every other act or thing incidental to the

SUNTER COUNTY, FLORIDA  
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purposes set forth above.

2.2 **Powers.** In furtherance of such purposes set forth in Section 2.1 above, the Association shall have the power to:

- a. Perform all of the duties and obligations of the Association as set forth in the Declaration.
- b. Affix, levy, collect and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied on or imposed against the property of the Association.
- c. Acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association.
- d. Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3) of the Members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
- e. Dedicate, sell or transfer all or any part of the Common Elements to any municipality, public agency, authority, Community Development District, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members, agreeing to such dedication, sale or transfer.
- f. Participate in mergers and consolidations with other nonprofit corporations

organized for the same purposes, or annex additional residential property or Common Elements, provided that any merger, consolidation or annexation shall have the assent by vote or written instrument of two-thirds (2/3) of the Members.

- g. Operate and maintain the Surface Water or Stormwater Management System.
- h. Have and exercise any and all powers, rights and privileges that a nonprofit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

2.3 The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against Members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any Member.

a. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its Members (except for a member that qualifies as an exempt organization under Section 115 or Section 501(c)(3) of the Code), directors, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;

b. No substantial part of the activities of the Association shall be the carrying on of propaganda or otherwise attempting to influence legislation (except to the extent permitted pursuant to an election made under Section 501(h) of the Code), and the Association shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for

public office.

c. The Association shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax and described in Section 501(c)(3) of the Code or by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

### ARTICLE III

#### MEMBERS

3.1 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is a part of the Subdivision, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot within the Subdivision which is subject to assessment by the Association.

### ARTICLE IV

#### DURATION

4.1 Existence and Duration. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

### ARTICLE V

#### OFFICERS AND DIRECTORS

5.1 The affairs of the Association will be managed by a Board of Directors, a President and Vice President, who shall at all times be members of the Board of Directors, and a Secretary and Treasurer. Such officers shall be elected at the first annual meeting of the Board of Directors.

5.2 The number of persons constituting the first Board of Directors of the Association shall be three (3), and thereafter, the membership shall consist of not less than three (3) and not more than five (5), and the names and addresses of the persons who shall serve as Directors until the first election are:

<u>DIRECTORS</u>	<u>ADDRESS</u>
Bobby Hoopfer, Jr.	3325 Wedgewood Lane The Villages, Florida 32162
Christina Sharp	3325 Wedgewood Lane The Villages, Florida 32162
Martin L. Dzur0	1071 Canal Street The Villages, Florida 32162

5.3 The method by which Directors are elected shall be as set forth in the Bylaws.

**ARTICLE VI**

**BYLAWS**

6.1 The Bylaws of the Association may be made, altered or rescinded at any annual meeting of the Association, or at special meeting duly called for such purpose, on the affirmative vote of a majority of the number of total votes of the Members entitled to vote at the time of such meeting, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

**ARTICLE VII**

**AMENDMENTS**

7.1 Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any

special meeting duly called and held for such purpose, on the affirmative vote of a majority of the number of total votes of the Members entitled to vote at the time of such meeting.

#### ARTICLE VIII

##### VOTING

8.1 The Association shall have two classes of voting members.

Class A: Class A Owners shall be all Owners in the Subdivision except the Declarant. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine among themselves, however in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant, its successors and assigns. The Class B member shall be entitled to five votes per Lot.

#### ARTICLE IX

##### INCORPORATOR

Martin L. Dzuro

1071 Canal Street  
The Villages, Florida 32162

#### ARTICLE X

##### DISSOLUTION

10.1 Upon a two-thirds (2/3) vote of the Members, the Association may be dissolved. The procedures for dissolution will be as set forth in Chapter 617 Florida Statutes. In the event of the dissolution of the Association, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Association, distribute all of the assets of the Association to any

entity exempt from federal taxation under Section 501(c)(3). Any assets not so distributed shall be disposed of by the court of competent jurisdiction in the County and State in which the principal office of the Association is then located to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

**ARTICLE XI**

**REGISTERED AGENT**

11.1 The initial registered agent of the Association shall be Erick D. Langenbrunner, Esquire and the initial registered address of the Association shall be 1028 Lake Sumter Landing, The Villages, Florida 32162.

**ARTICLE XII**

**EFFECTIVE DATE**

12.1 The effective date of this Association shall be upon filing with the Office of the Secretary of State of the State of Florida.

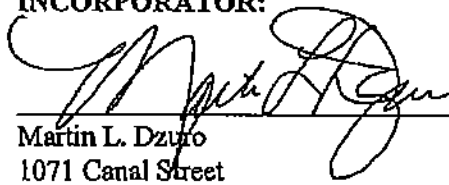
**ARTICLE XIII**

**INDEMNIFICATION**

13.1 Each Director and Officer of this Association shall be indemnified by the Association against all costs and expense reasonable incurred or imposed upon him or her in connection with or arising out of any action, suit or proceedings in which he or she may be involved or to which he or she may be made a party by reason of his or her having been a Director or Office of this Association, such expense to include the cost of reasonable settlements (other than amounts paid to the Association itself).


IN WITNESS WHEREOF, I have hereunto set my hand and seal at The Villages, Florida,  
this 15<sup>th</sup> day of August, 2007.

INCORPORATOR:

  
\_\_\_\_\_  
Martin L. Dzuro  
1071 Canal Street  
The Villages, Florida 32162

ACCEPTANCE BY REGISTERED AGENT:

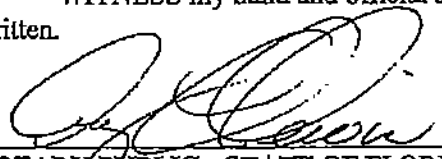
I AM FAMILIAR WITH AND ACCEPT THE DUTIES AND RESPONSIBILITIES AS  
REGISTERED AGENT FOR SAID ASSOCIATION.

  
\_\_\_\_\_  
Erick D. Langenbrunner, Esquire

STATE OF FLORIDA  
COUNTY OF SUMTER

I HEREBY CERTIFY that on this 15<sup>th</sup> day of August, 2007, before me, the undersigned  
authority, personally appeared Martin L. Dzuro, to me known to be the person described in and who  
executed the foregoing Articles of Incorporation, and acknowledged before me that he made and  
subscribed the same for the uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal at said County and State, the day and year first above  
written.

  
\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA

AMY L. LEWIS

Printed Name of Notary Public  
Commission Number: DD330956  
My Commission Expires: 6/21/08

[SEAL]



AMY L. LEWIS  
MY COMMISSION # DD 330956  
EXPIRES: June 21, 2008  
Bonded thru Notary Services



EXHIBIT "B"

BYLAWS  
OF  
BISON VALLEY PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Corporation is **BISON VALLEY PROPERTY OWNERS ASSOCIATION, INC.**, and shall have its initial principal place of business at 1020 Lake Sumter Landing, The Villages, Florida 32162, but the meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors. For convenience, the Corporation shall be herein referred to as the "Association".

ARTICLE II

DEFINITIONS

**SECTION 1:** "Association" shall mean and refer to the **BISON VALLEY PROPERTY OWNERS ASSOCIATION, INC.**, a Florida Not-For-Profit Corporation, its successors and assigns.

**SECTION 2:** "Common Elements" shall mean (a) all real property including, but not limited to, common areas and recreational amenities, if any, within the Subdivision owned by the Association for the common use and enjoyment of the residential Lot owners, (b) the property and installations required for the furnishings of utilities, security and other services to more than one Lot owner or to the Common Elements; (c) tangible personal property required for the maintenance and operation of the Association even though not owned by the Association.

**SECTION 3:** "Declarant" shall mean Mid Florida Properties, L.L.C., a Florida limited liability company, its successors and assigns.

**SECTION 4:** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, applicable to the Subdivision and recorded in the Public Records of Sumter County, Florida.

**SECTION 5:** "Lot" shall mean the unit of land designated as a lot on the recorded Subdivision plat referred to herein.

**SECTION 6:** "Member" shall mean every person or entity who holds membership in the Association.

**SECTION 7:** "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot in the Subdivision, and shall include contract sellers, but shall

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
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not include those holding title merely as security for performance of an obligation. Every "Owner" shall be a "Member".

**SECTION 8:** "Subdivision" shall mean the subdivided real property as set forth in the Plat of Bison Valley.

**SECTION 9:** Unless otherwise clearly indicated, words in the singular or plural shall include the plural and singular respectively, where they would so apply. Words in the masculine or neuter gender shall include the feminine, masculine or neuter gender where applicable.

### ARTICLE III

#### MEETINGS OF MEMBERS

**SECTION 1: Annual Meetings.** The Members shall meet annually for electing the Board of Directors of the Association. The first annual meeting of Members shall be held after the turnover of control of the Association by the Declarant. During the first annual meeting, the Members shall establish the day, month and time of subsequent annual meetings, which shall be held on the same day of the same month of each year thereafter. If the day for annual meeting of members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

**SECTION 2: Special Meetings.** Special meetings of members may be called at any time by the President or by two (2) members of the Board of Directors, or after eighty percent (80%) of the Lots have been sold and conveyed upon written request of Members who are entitled to vote one-half (1/2) of all votes of the membership.

**SECTION 3: Notice of Meetings.** Written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days, but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for purpose of receiving notice. Such notice shall specify the day, hour and place of the meeting, and in case of a special meeting the purpose of the meeting.

**SECTION 4: Quorum.** The presence at the meeting, in person or by proxy, of Members entitled to cast a majority of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the Members are entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

**SECTION 5: Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by them of their Lot.

**ARTICLE IV**

**BOARD OF DIRECTORS; NOMINATION AND ELECTION**

**SECTION 1: Nomination.** Nomination for election to the Board of Directors shall be by the Members.

**SECTION 2: Election.** Election to the Board of Directors shall be during the annual meeting by secret written ballot unless the right to said written ballot is unanimously waived by those Members present.

**ARTICLE V**

**BOARD OF DIRECTORS; TERM OF OFFICE; REMOVAL**

**SECTION 1: Number.** The affairs of the Association shall be managed by not less than three (3) or more than five (5) directors, who need not be Members of the Association.

**SECTION 2: Term of Office.** Directors shall serve one (1) year terms, except the initial Directors shall serve until the first annual meeting. If, at any annual Members meeting, a quorum of Members is not present, the Directors' terms shall extend until such time a quorum of Members is present to elect the Board of Directors.

**SECTION 3: Removal.** Any director may be removed from the Board, with or without cause, by a majority of the number of total votes of the membership existing at that time. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**SECTION 4: Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**ARTICLE VI**

**BOARD OF DIRECTORS; MEETINGS**

**SECTION 1: Regular Meetings.** Regular Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3)

days notice to each director.

**SECTION 2: Quorum.** A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

## ARTICLE VII

### BOARD OF DIRECTORS; POWERS; AND DUTIES

**SECTION 1: Powers.** The Board of Directors shall have the power to:

a.) Adopt and publish rules and regulations governing the use of the Common Elements and facilities including the personal conduct of the Members and their guests thereon; and to establish penalties for infractions of such rules and regulations.

b.) Suspend the voting rights and right to use of the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations.

c.) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws.

d.) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

**SECTION 2: Duties.** It shall be the duty of the Board of Directors to:

a.) Supervise all officers, agents and employees of the Association and see to it that their duties are properly performed;

b.) As more fully provided in the Declaration to:

(1) Fix the amount of the annual assessment against each Lot in advance of each annual assessment period.

(2) Send written notices of each assessment to every Owner subject thereto in advance of each assessment period; and

(3) Foreclose the lien against any Lot for which assessments are not paid

within sixty (60) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.

c.) Issue, or cause an appropriate officer to issue on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates.

d.) Procure and maintain liability and hazard insurance on all property owned by the Association.

e.) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

f.) Cause the Common Elements to be maintained.

g.) Cause such duties as imposed upon the Association by the Declaration to be completed.

#### ARTICLE VIII

#### OFFICERS AND THEIR DUTIES

**SECTION 1: Enumeration of Offices.** The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, and a Secretary, Treasurer and such other officers as the Board may from time to time by resolution create.

**SECTION 2: Election of Officers.** The election of officers shall take place annually at the meeting of the Board of Directors.

**SECTION 3: Term.** The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

**SECTION 4: Special Appointments.** The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

**SECTION 5: Resignation and Removal.** Any officer may be removed from office by the board at any time with or without cause. 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 of 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.

**SECTION 6: Vacancies.** A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

**SECTION 7: Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

**SECTION 8: Duties.** The duties of the officers are as follows:

a.) **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other instruments.

b.) **Vice President.** The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

c.) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it to all papers so requiring; serve or cause to be served notice of meetings of the Board to Members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by law.

d.) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of the accounts; shall cause an annual report of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a report of which shall be given at the regular annual meeting of members.

## ARTICLE IX

### AMENDMENTS

The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of a majority of the number of total votes of the membership existing at that time, present in person or by proxy at such meeting, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

**ARTICLE X**

**FISCAL YEAR**

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation.

**ARTICLE XI**

**CONFLICTS**

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

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Revised: August 15, 2007  
Printed: August 15, 2007



STATE OF FLORIDA, COUNTY OF SUMTER  
I HEREBY CERTIFY, that the above and  
foregoing is a true copy of the original  
GLORIA K. HAYWARD, Clerk of Circuit Court  
By Gloria Hayward  
Deputy Clerk  
Dated 8-17-07