

**PROJECT EVALUATION:**

**PROJECT SITE DESCRIPTION:**

The site is located on the east side of US 17/92 north east of the existing The Oaks Phase 1 development.

There are permitted surface water management facilities serving the project area under construction. The site contains the current construction area and existing preserved wetlands.

No additional impacts to wetlands or other surface waters are proposed in this project. All environmental issues were addressed and approved with Permit 49-00276-S, Application Number 030605-3.

**PROPOSED PROJECT:**

Construction proposed consists of modifying the surface water management system by revising control structure number 1 of the wet pond currently under construction. The other two control structures will remain as previously permitted.

The proposed modification is to lower the control elevation from the permitted 55.0' to 54.5' NGVD. This is consistent with the control elevation in the existing adjacent Phase 1 development.

The weir crest elevation, minimum road, and finish floor elevations will remain as previously permitted. This modification is consistent with the previous approval of July 19, 2004.

**LAND USE:**

The land use information has been updated to reflect the pond area at the lower control elevation. The wetland area does not include the buffers; they are listed under the pervious area. There is also a slight increase in pavement area as a result of the final construction plans.

**Construction:  
Project:**

	Previously Permitted	This Phase	Total Project	
Building Coverage	23.76	23.76	23.76	acres
Pavement	22.12	22.55	22.55	acres
Pervious	87.89	95.20	95.20	acres
Water Mgmt Acreage	25.30	24.90	24.90	acres
Wetland	30.51	23.17	23.17	acres
<b>Total:</b>	<b>189.58</b>	<b>189.58</b>	<b>189.58</b>	

**WATER QUANTITY :**

**Discharge Rate :**

As shown in the table below, the proposed project discharge is within the allowable limit for the area.

Discharge Storm Frequency : 10 YEAR-3 DAY

Design Rainfall : 7.5 inches

**Basin**

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft NGVD)
Pond 1 Mod.	35	Previously Permitted	27.6	56.8

**Finished Floors :**

Building Storm Frequency : 100 YEAR-3 DAY Design Rainfall : 11.3 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Finished Floors (ft, NGVD)	FEMA Elevation (ft, NGVD)
Pond 1 Mod.	57.9	59.47	58

**Road Design :**

Road Storm Frequency : 10 YEAR-1 DAY Design Rainfall: 5.2 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Road Crown (ft, NGVD)
Pond 1 Mod.	56.03	57

**Control Elevation :**

Basin	Area (Acres)	Ctrl Elev (ft, NGVD)	WSWT Ctrl Elev (ft, NGVD)	Method Of Determination
Pond 1 Mod.	158.33	54.5	54.50	Previously Permitted

**Receiving Body :**

Basin	Str.#	Receiving Body
Pond 1 Mod.	1	Existing wetlands

**Discharge Structures:** Note: The units for all the elevation values of structures are (ft, NGVD)

**Culverts:**

Basin	Str#	Count	Type	Width	Length	Dia.
Pond 1 Mod.	1	1	Reinforced Concrete Pipe		339'	36"

**Inlets:**

Basin	Str#	Count	Type	Width	Length	Dia.	Crest Elev.
Pond 1 Mod.	1	1	Inlet	36"	56"		57.85

**Weirs:**

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
Pond 1 Mod.	1	1	Sharp Crested	54"				55.6 (crest)

**Water Quality Structures:** Note: The units for all the elevation values of structures are (ft, NGVD)

**Bleeders:**

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
Pond 1 Mod.	1	1	V-Notch	46"	13.2"			120 deg.	54.5

**WATER QUALITY :**

No adverse water quality impacts are anticipated as a result of the proposed project. Water quality in excess of the first inch of runoff is provided in the wet detention pond.

Basin	Treatment Method	Vol Req'd (ac-ft)	Vol Prov'd (ac-ft)
Pond 1 Mod.	Treatment Wet Detention	24.9 acres 13.2	15.6

**WETLANDS:**

There are no wetland issues associated with this application. Any other wetland impacts and mitigation associated with the project site have been addressed in the approval of Application 030605-3.

**Endangered Species:**

There are no issues regarding listed species associated with this proposed project. All issues regarding the existence of listed species occurring within overall project site have been addressed through the previous approval of Application Number 030605-3.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

**CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:**

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

**RELATED CONCERNS:**

**Water Use Permit Status:**

The applicant has indicated that reuse water will be used as a source for irrigation water for the project.

The applicant has indicated that dewatering is required for construction of this project. Permit No. 49-01300-W was been issued in November 2004 for the on going construction dewatering.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

**Historical/Archeological Resources:**

No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

**DCA/CZM Consistency Review:**

The District has not received a finding of inconsistency from the Florida Department of Environmental Protection or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.

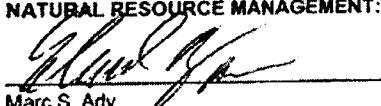
**Enforcement:**

There has been no enforcement activity associated with this application.

**STAFF REVIEW:**


**DIVISION APPROVAL:**

**NATURAL RESOURCE MANAGEMENT:**

  
\_\_\_\_\_  
Marc S. Ady

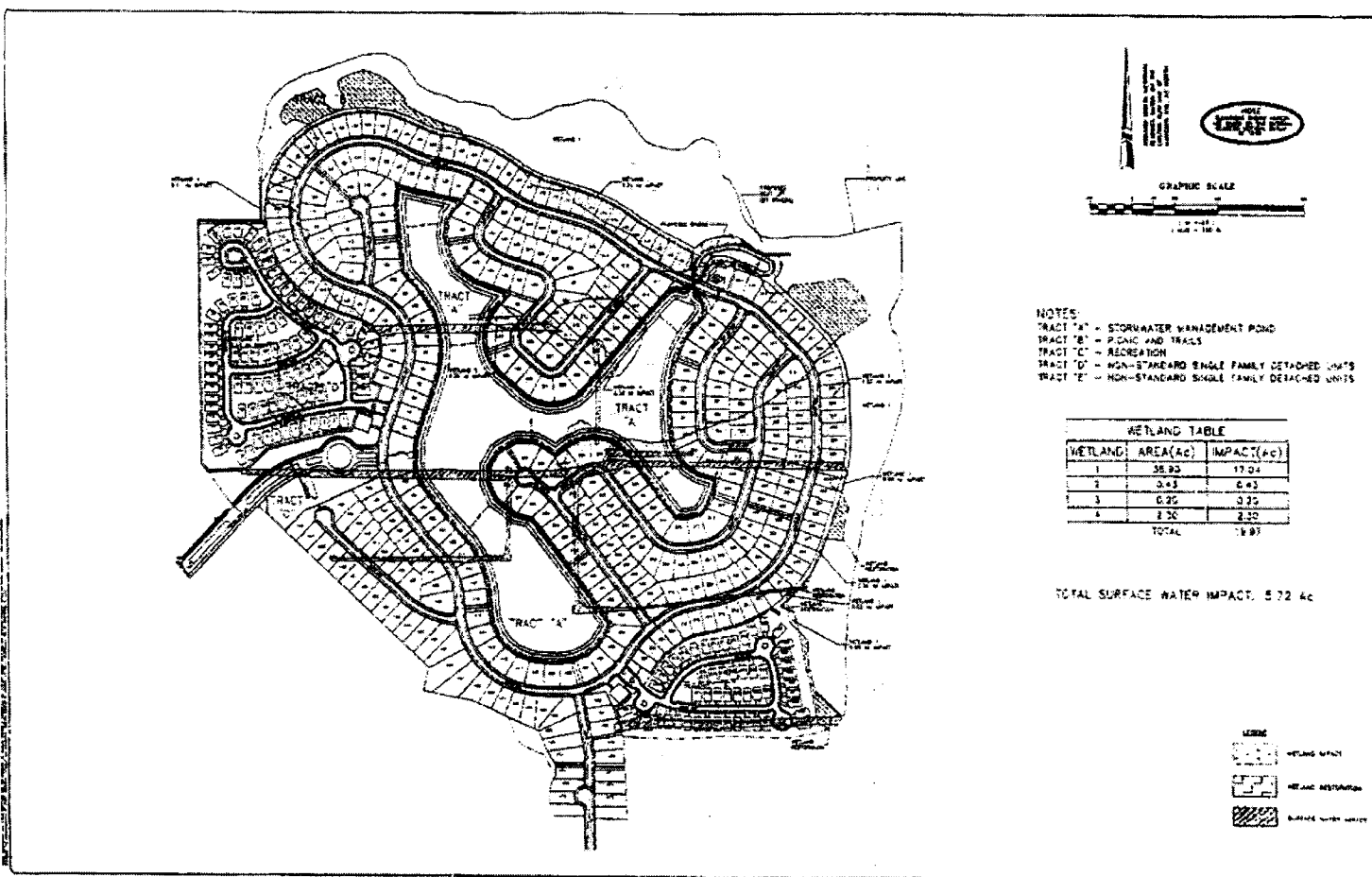
DATE: 8/30/11

**SURFACE WATER MANAGEMENT:**

  
\_\_\_\_\_  
Edward W. Yauri, P.E.

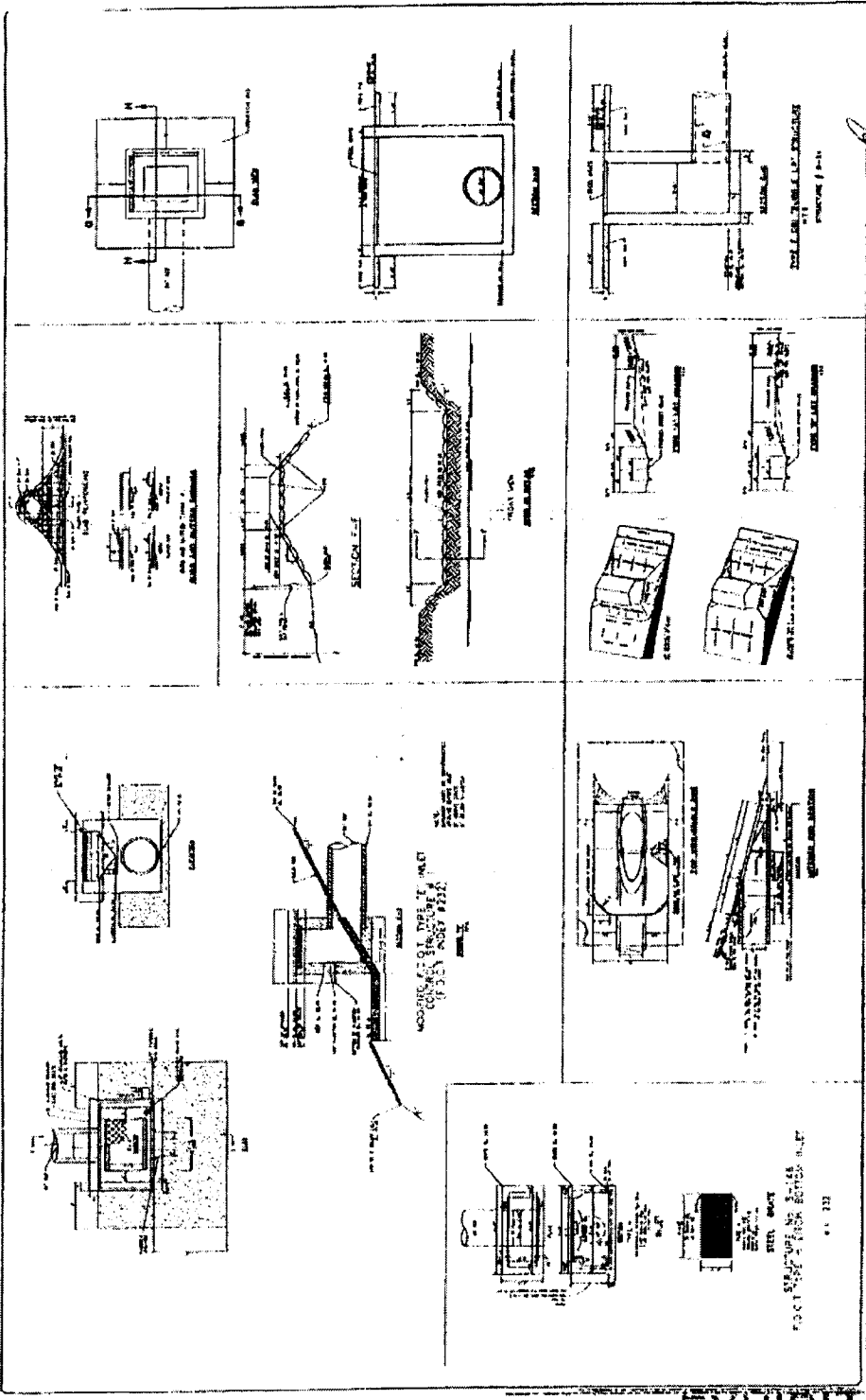
DATE: 8/30/11

EXHIBIT 3



<p>DATE: 11/11/09          DRAWN BY: J. W. HANSON          CHECKED BY: J. W. HANSON          APPROVED BY: J. W. HANSON</p>	<p>PROJECT: SHINGLE CREEK RESERVE AT THE OAKS          SHEET NO: 4 OF 53          3000-3</p>	<p><b>HWA</b> SHINGLE CREEK RESERVE AT THE OAKS          OVERALL PROPOSED SITE</p>	<p>SHEET NO: 4 OF 53          3000-3</p>
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Hanson, Welter & Associates, Inc.



SHEET NO.		41 of 42	
PROJECT NO.		3880-3	
DATE		MAY 1911	
DRAWN BY		H. W. HARRISON	
CHECKED BY		H. W. HARRISON	
APPROVED BY		H. W. HARRISON	
TITLE		DRAINAGE DETAILS	
PROJECT NAME		SHINGLE CREEK RESERVE AT THE OAKS	
ENGINEER		H. W. HARRISON	
FIRM		Harrison, Walter & Associates, Inc.	
ADDRESS		1000 BROADWAY, NEW YORK, N. Y.	
PHONE		4-1234	
SCALE		AS SHOWN	
MATERIALS		AS SHOWN	
NOTES		SEE DRAWINGS FOR DETAILS	

EXHIBIT 4

## STAFF REPORT DISTRIBUTION LIST

### SHINGLE CREEK RESERVE AT THE OAKS

Application No: 050715-29

Permit No: 49-00276-S

#### INTERNAL DISTRIBUTION

- X Alan L. Leavens - 2250
- X DAVID M MAHNKEN - 2250
- X Edward W. Yaun, P.E. - 2250
- X Marc S. Ady - 2250
- X A. Lee - 2250
- X ERC Engineering - 2250
- X ERC Environmental - 2250
- X M. Soto-4240
- X Permit File

#### EXTERNAL DISTRIBUTION

- X Permittee - Overoaks Development Ltd N-K Oaks Inc
- X Engr Consultant - Hanson Walter And Associates Inc

#### GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 6 - FDEP
- X Florida Fish & Wildlife Conservation Commission -  
Imperiled Species Mgmt Section
- X Osceola County Engineer
- X US Army Corps of Engineers - Merritt Island Reg Office  
- CESAJ-RD-AM

#### OTHER INTERESTED PARTIES

- X Sierra Club - Central Florida Group P.O. Box 941692
- X Water Management Institute - Michael N. Vanatta

EXHIBIT 5

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RECORDED  
11-13-2009  
3:21

**ARTICLES OF INCORPORATION**  
**OF**  
**SHINGLE CREEK RESERVE AT THE OAKS HOMEOWNERS ASSOCIATION, INC.**

The undersigned individual, acting as Incorporator of a Corporation under §617.1007, Florida Statutes, adopts the following Articles of Incorporation for such Corporation.

**ARTICLE I**

**NAME:** The name of the Corporation is **Shingle Creek Reserve at The Oaks Homeowners Association, Inc.**, hereafter referred to as the "Association." The mailing address for the Association is c/o Florida Association Management, Inc., 3361 West Vine Street, Suite 208, Kissimmee, FL 34741.

**ARTICLE II**

**PURPOSE AND POWERS:** The Association is being established in connection with that certain residential real estate development commonly known as "Shingle Creek Reserve at The Oaks." The purpose for which the Association is organized is to provide an entity for the maintenance and preservation of the residential Lots, Common Areas, and such other areas located within Shingle Creek Reserve at The Oaks which will be made subject to a Declaration of Covenants and Restrictions ("Declaration"), or such other areas over which the Association may own or acquire easement or other rights which are outside the subdivision, and to maintain the Common Area and other areas including, but not limited to, landscape areas, signage, entrance ways, roads, open spaces, landscape buffer areas, lakes, water retention and management areas, active and passive recreation areas, drainage systems, conservation areas and conservation buffer.

The Association is organized and shall exist as a Corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or Officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a Corporation not for profit except as limited or modified by these Articles of Incorporation, the Declaration or Chapter 617 and Chapter 720, Florida Statutes, as it may hereafter be amended, including, but not limited to, the following:

- (A) To make and collect Assessments against Members of the Association to defray the costs, expenses and losses of the Shingle Creek Reserve at The Oaks Homeowners Association, Inc., and to use the proceeds of Assessments in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Common Areas.
- (C) To purchase insurance upon the Association property for the protection of the Association and its Members.

**EXHIBIT  
"C"**



- (D) To reconstruct improvements after casualty and to make further improvements of the property.
- (E) To make, amend and enforce reasonable Rules and Regulations governing the use of the Common Areas, Lots and the operation of the Association.
- (F) To approve or disapprove the transfer of ownership, leasing and occupancy of Lots, as provided by the Declaration.
- (G) To enforce the provisions of the Declaration, these Articles of Incorporation, and the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of Common Areas to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the Membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for the proper operation of the Association.
- (J) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real and personal property in connection with the affairs of the Association.
- (K) To borrow or raise money for any of the purposes of the Association and from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

### ARTICLE III

#### MEMBERSHIP:

- (A) The Members of the Association shall consist of all record Owners of a fee simple interest in one or more Lots and improvements constructed thereon in Shingle Creek Reserve at The Oaks, as further provided in the Bylaws.

- (B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Lot and improvements constructed thereon.
- (C) The Owners of each Lot and improvements constructed thereon, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

**VOTING RIGHTS:**

- A. Members of the Association shall be allocated votes as follows:

**Class A.** Class A Members shall be all Owners of Residential Units that have been conveyed to such Owners by a builder or Developer of Residential Property. Class A Members shall be allocated one (1) vote for each improved Residential Unit in which they hold the interest required for Membership.

**Class B.** Class B Members shall be Owners of Residential Property other than the Declarant who are not Class A Members. Class B Members shall be allocated one (1) vote for each Residential Unit allocable to the Residential Property under the plan owned by the Class B Member (and which has not been developed by plat, Declaration of Condominium or otherwise) and one (1) vote for each Residential Unit owned by the Class B Member (including rental units owned) and shown on a recorded subdivision plan, approved site plan, Declaration of Condominium or Cooperative.

**Class C.** The Class C Member shall be the Declarant, or its specifically designated (in writing) successor. The Class C Member shall be allocated a number of votes equal to five (5) votes for each Residential Lot owned by the Class C Member and shown on a recorded subdivision plan, approved site plan, provided that the Class C Membership shall cease and become converted to Class B Membership upon Turnover of the Association.

B. When Any Property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of each official representative shall be considered to represent the will of all the Owners of that Property. In the circumstance of such common ownership if the Owners fail to designate their official representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification, the Owner may not vote until the Owner(s) appoint

their official representative pursuant to this paragraph.

C. For purposes of determining voting rights hereunder, the membership roster shall be set as of sixty (60) days prior to the commencement of the Association's fiscal year.

#### ARTICLE IV

TERM: The term of the Association shall be perpetual.

#### ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

#### ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors must be Members of the Association unless appointed by the Declarant.
- (B) Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the Officers designated in the Bylaws. The Officers shall be elected each year by the Board of Directors at its first meeting after the Annual Meeting of the Members of the Association, and they shall serve the pleasure of the Board.

#### ARTICLE VII

AMENDMENTS: Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

- (A) Proposal. Amendments to these Articles of Incorporation may be proposed by a majority of the Board.
- (B) Procedure. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board, such proposed Amendment or Amendments shall be submitted to a vote of the Members not later than the next Annual Meeting for which proper notice can be given.

- (C) **Vote Required.** Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests at any Annual or Special Meeting, provided that notice of any proposed Amendment has been given to the Members of the Association, and that the notice contains a fair statement of the proposed Amendment.
- (D) **Effective Date.** Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. An Amendment shall become effective upon filing with the Secretary of State.
- (E) **Declarant Amendment.** As long as there remains a Class B Membership, the Declarant will have the right to amend these Articles of Incorporation without obtaining the consent of the Association's Membership. As long as there remains a Class B Membership, no Amendment to these Articles of Incorporation shall be effective without the written consent of the Declarant.

#### ARTICLE VIII

##### REGISTERED AGENT:

The registered office of the Association shall be at:

Florida Association Management, Inc.  
3361 W. Vine Street, Suite 208  
Kissimmee, FL 34741

The registered agent at said address shall be:

Dollie Boyd

#### ARTICLE IX

**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every Officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

- (B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or Officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or Officers appointed by the Declarant, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled.

IN WITNESS WHEREOF, the Incorporator, being the undersigned individual, has hereunto affixed his/her signature on the date set forth below.

**Incorporator**

By: R. Edward White  
 Print Name: R. EDWARD WHITE  
 Address: 1625 BOVAL LN #103  
DALLAS TX 75229  
 Dated: 7.15.66

Having been named to accept service of process for the above stated Corporation, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 617.0505 Florida Statutes.

**REGISTERED AGENT**

Dollie Boyd  
 Dollie Boyd

**BYLAWS**  
**OF**  
**SHINGLE CREEK RESERVE AT THE OAKS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME**

The name of the Corporation is Shingle Creek Reserve at The Oaks Homeowners Association, Inc., hereinafter referred to as the "Association."

**ARTICLE II**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to SHINGLE CREEK RESERVE AT THE OAKS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants and Restrictions of Shingle Creek Reserve at The Oaks Homeowners Association, Inc. recorded in the Public Records of Osceola County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Property" shall be defined as set forth in the Declaration.

Section 4. "Lot" shall be defined as set forth in the Declaration.

Section 5. "Owner" shall be defined as set forth in the Declaration.

Section 6. "Declarant" shall mean and refer to Silver Sea Homes, Inc., its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions, and any supplemental Declarations or Amendments applicable to the Properties recorded in the Public Records of Osceola County, Florida.

**EXHIBIT**  
**"D"**

Section 8. "Member" shall mean and refer to those persons entitled to Membership as provided in said Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The Association shall hold an Annual Meeting of the Membership in each year on a date and at an hour to be set by the Board of Directors.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 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 Members to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a Special Meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of each Class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If however, such quorum shall not be present or represented at any meeting, the Members 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 as aforesaid shall be present or be represented.

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. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

#### **ARTICLE IV**

##### **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who must be Members of the Association unless appointed by the Developer.

The Board shall determine the number of Directors, which shall never be less than three (3).

Section 2. Term of Office. At the first Annual Meeting at which the Members are entitled to elect Board Members, one Director shall be elected for a term of one year, one Director for a term of two years and one Director for a term of three years; and at each Annual Meeting thereafter the Members shall elect the appropriate number of Directors for a term of two years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by majority vote of the Members of the Association. 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.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take 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.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Subsequent to the termination of the Class B Membership, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall be appointed by the Board and shall consist of three (3) Members of the Association, who may also be Board Members. A new Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the Members. The Nominating 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.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election of the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI**

**MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed from time to time by Resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special 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 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII**

**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish Rules and Regulations governing the use of the Common Area, Lots and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(c) 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; and

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

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

(a) 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;

(b) supervise all Officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) 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 notice of each Assessment to every Owner subject thereto at in advance of each Annual Assessment period; and

3) foreclose the lien against any property for which Assessments are not paid after the due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board of the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Property to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

The following Officers of the Association shall at all time be Members of the Board of Directors and shall serve at the pleasure of the Board:

(A) President. The President shall preside at all meetings of the Board of Directors, see that orders and Resolutions to the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall cosign all checks and promissory notes.

(B) Vice President(s). The Vice President(s) shall act in the place instead 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 of Directors.

(C) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board of Directors and of the Members, keep appropriate and current records showing the Members of the Association together with their addresses, and shall perform such other duties as may be required by the Board of Directors.

(D) Treasurer. The Treasurer shall receive and deposit in the appropriate bank accounts all monies 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 along with the President, keep proper books of account, prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its Regular Annual Meeting and deliver a copy of each to the Members.

## **ARTICLE IX**

### **COMMITTEES**

The Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE X**

### **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 XI**

### **ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual and Special Assessments. If an Owner fails to pay the installment of an Assessment when due, such Assessment shall then become delinquent and the entire

balance of the Assessment for the year for which such Assessment was made shall then become immediately due and payable together with interest thereon and cost of collection thereof, and shall thereupon become a continuing lien on the Lot that shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, and assigns, and shall also be the continuing personal obligation of the Owner against whom the Assessment was levied.

If the Assessment is not paid, the Association may at any time thereafter bring an action to foreclose the lien against the Lot in like manner as a foreclosure of a Mortgage on real property and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such Assessment all costs associated with the collection of the Assessment(s), including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Property or abandonment of his Lot.

#### **ARTICLE XII**

#### **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words:  
SHINGLE CREEK RESERVE AT THE OAKS HOMEOWNERS ASSOCIATION, INC.  
a not-for-profit Florida Corporation

#### **ARTICLE XIII**

#### **AMENDMENTS**

Section 1. These Bylaws may be amended, at a Regular or Special Meeting of the Members by a vote of a majority of a quorum 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 of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. As long as there is a Class B Membership, no Amendment to these Bylaws shall be valid without the consent of Declarant, its successors or assigns.

Section 4. As long as there is a Class B Membership, the Declarant shall have the right to amend these Bylaws without the consent of the Association's Membership.

#### **ARTICLE XIV**

#### **MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

IN WITNESS WHEREOF, the Board of Directors of the Shingle Creek Reserve at The Oaks Homeowners Association, Inc. hereby adopts these Bylaws at a duly held meeting of the Board of Directors on the 18 day of September 2006

WITNESSES:

SHINGLE CREEK RESERVE AT THE OAKS HOMEOWNERS ASSOCIATION, INC.

[Signature]  
Signature  
Print Name: Kim Peters

BY: [Signature]  
as President  
R. EDWARD NOBLE  
Print Name

[Signature]  
Signature  
Print Name: Amelia Tsang

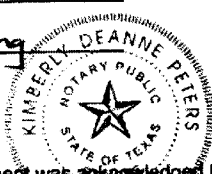
ATTEST

[Signature]  
Signature  
Print Name: Kim Peters

BY: [Signature]  
as Secretary  
Andrew E. Kidd  
Print Name

[Signature]  
Signature  
Print Name: Amelia Tsang

STATE OF ~~FLORIDA~~ TEXAS  
COUNTY OF DALLAS



THE FOREGOING instrument was acknowledged before me the 18 day of September 2006, by R. Edward Noble, President of SHINGLE CREEK RESERVE AT THE OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or ~~produced identification~~ (type of identification produced) \_\_\_\_\_

[Signature]  
Notary Signature  
Notary Stamp or Seal:

STATE OF ~~FLORIDA~~ TEXAS  
COUNTY OF DALLAS

THE FOREGOING instrument was acknowledged before me the 18 day of September 2006, by Andrew E. Kidd, Secretary of SHINGLE CREEK RESERVE AT THE OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or ~~produced identification~~ (type of identification produced) \_\_\_\_\_

[Signature]  
Notary Signature  
Notary Stamp or Seal:





**Exhibit "E" to Declaration of Covenants and Restrictions of Shingle Creek Reserve at The Oaks Homeowners Association, Inc.**

**SHINGLE CREEK RESERVE AT THE OAKS HOMEOWNERS ASSOCIATION, INC.  
MEMBER USE AGREEMENT FOR THE OPERATION AND USE OF THE BOAT DOCK, LIFTS AND RELATED FACILITIES**

The undersigned, as a Member or family, tenant, guest or invitee of a Member of the Shingle Creek Reserve at the Oaks Homeowners Association, Inc., and in consideration for the privilege of using the Association's boat dock, boat lifts and related facilities (hereinafter "Facilities") hereby agrees for themselves and their heirs, executors, administrators, successors and assigns as follows:

1. The undersigned agrees and understands that **everyone** who uses the Facilities must sign this Agreement prior to use. No Member or their family, tenants, guests or invitees may use the Facilities unless and until they sign this Agreement and deliver the signed Agreement to the Association. In the event a minor (person under 18 years of age) wishes to use the Facilities, their parent or legal guardian must sign this Agreement on their behalf. An adult must accompany all minors. All guests and invitees must be accompanied by a Member or the Member's family or tenant.

2. All Members and tenants who use the Facilities must obtain and maintain liability insurance in an amount acceptable to the Association. Insurance must provide coverage for bodily injury, personal injury and property damage. Written proof of satisfactory insurance must be delivered to the Association prior to using the Facilities.

3. The use of the boat docks, boat lifts and related Facilities are subject to this Agreement, the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Shingle Creek Reserve at the Oaks (hereinafter the "Declaration") and any and all rules and regulations promulgated by the Shingle Creek Reserve at the Oaks Homeowners Association, Inc. A copy of the initial rules regarding the use of the Facilities is attached. Failure to abide by the Declaration, this Agreement, or the Association's rules and regulations shall result in a suspension of the privilege to use the Facilities as follows:

A. An initial violation or violation which occurs more than twelve (12) months after a separate violation shall result in a thirty (30) day suspension.

B. A second violation within twelve (12) months of a separate violation shall result in a ninety (90) day suspension.

C. A third violation within twelve (12) months of two or more separate violations shall result in a twelve (12) month suspension.

4. Use of the Facilities during a suspension will be considered a separate violation. In addition, if a Member fails to pay their assessments when due, their and their family, tenants', guests', and invitees' privilege to use the Facilities may also be suspended as provided for in the Declaration.

5. The use of the Facilities is subject to a use fee. The Association's Board of Directors shall determine the amount, which shall be collected from time to time as established by the Board. Payment of the use fee is a precondition to using the Facilities, and a Member's failure to pay the use fee when due shall result in the suspension of their and their family, tenants', guests', and invitees' privilege to use the Facilities for six (6) months.

**6. RELEASE, DISCHARGE, ASSUMPTION OF THE RISK, INDEMNIFICATION & HOLD HARMLESS PROVISION.**

A. THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THEY ARE USING THE FACILITIES AT THEIR SOLE AND ABSOLUTE RISK. THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE USE OF THE FACILITIES CARRIES CERTAIN RISKS, INCLUDING THE RISK OF BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE AND DEATH TO ONESELF AND OTHERS. IN CONSIDERATION FOR THE PRIVILEGE OF USING THE FACILITIES, THE UNDERSIGNED AGREES TO BEAR AND ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE FACILITIES, AND ALL (100%) OF THE DAMAGES, COSTS, LOSS OF SERVICES, EXPENSES, ATTORNEY'S FEES, AND COMPENSATION WHATSOEVER, WHICH THE UNDERSIGNED OR ANYONE ELSE MAY HEREAFTER ACCRUE ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF ANY AND ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN BODILY AND PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE AND THE CONSEQUENCES THEREOF RESULTING OR TO RESULT FROM ANY ACCIDENT, CASUALTY, OR EVENT ASSOCIATED OR CONNECTED IN ANY WAY WITH THE USE OF THE FACILITIES. THE UNDERSIGNED AGREES THAT SHINGLE CREEK RESERVE AT THE OAKS HOMEOWNERS ASSOCIATION, INC. AND ITS PAST, PRESENT AND FUTURE MANAGERS, PREDECESSORS, SUCCESSORS, SUBSIDIARIES, AFFILIATES, DIVISIONS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, ASSIGNS, HEIRS, EXECUTORS, ADMINISTRATORS, INSURERS, ATTORNEYS, AND PERSONS, FIRMS OR CORPORATIONS HAVING AN INTEREST THEREIN (HEREINAFTER COLLECTIVELY REFERRED TO AS THE RELEASEES) SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, SUITS IN EQUITY OF WHATEVER KIND OR NATURE, DAMAGES, COSTS, LOSS OF SERVICES, EXPENSES, ATTORNEY'S FEES, AND COMPENSATION WHATSOEVER WHETHER CAUSED BY OR CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTS OR NEGLIGENCE OF THE RELEASEES.

B. THE UNDERSIGNED FURTHER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES NAMED ABOVE

FROM, AS WELL AS DISCHARGE, PAY AND INSURE THE RELEASEES FOR, ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, SUITS IN EQUITY OF WHATEVER KIND OR NATURE, COSTS, LOSS OF SERVICES, EXPENSES, ATTORNEY'S FEES, AND COMPENSATION WHATSOEVER, WHICH THE UNDERSIGNED OR ANYONE ELSE MAY HEREAFTER ACCRUE ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF ANY AND ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN BODILY AND PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE AND THE CONSEQUENCES THEREOF RESULTING OR TO RESULT FROM ANY ACCIDENT, CASUALTY, OR EVENT ASSOCIATED OR CONNECTED IN ANY WAY WITH THE USE OF THE FACILITIES, NOTWITHSTANDING THAT SAID DAMAGES, COSTS, LOSS OF SERVICES, EXPENSES, ATTORNEY'S FEES, AND COMPENSATION MAY HAVE BEEN CAUSED OR CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACTION OR INACTION OF ANY ONE OF THE RELEASEES.

C. THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE TERMS OF THIS USE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS OF THIS RELEASE, DISCHARGE, ASSUMPTION OF THE RISK, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, APPLY TO EACH AND EVERY TIME THE UNDERSIGNED USES THE FACILITIES.

7. This Agreement and the provisions contained within it shall remain in full force and effect for so long as the undersigned uses and continues to use the Facilities. Furthermore, the provisions of Section 6 shall survive the termination of this Agreement.

8. In the event the Association initiates an action to enforce any of the provisions of this Agreement, the Association shall be entitled to be reimbursed for its reasonable attorneys' fees and costs if it prevails.

\_\_\_\_\_  
Member Signature

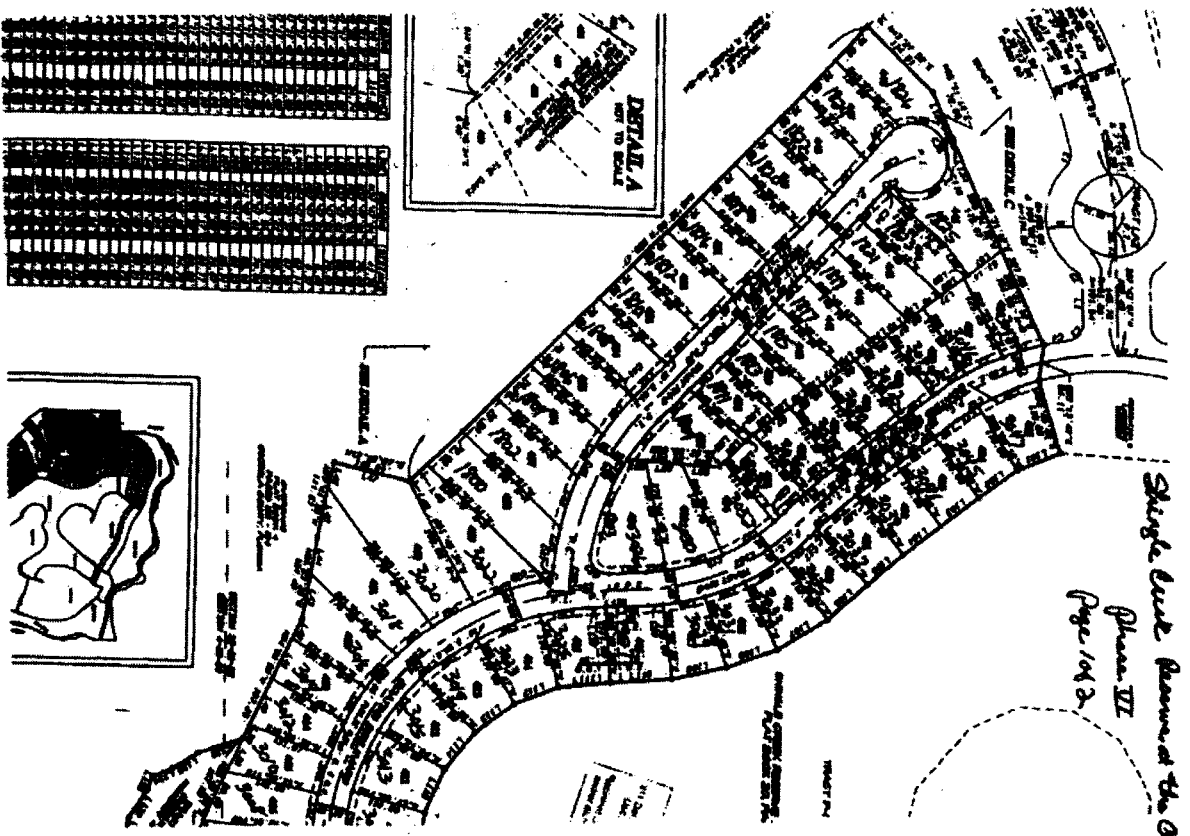
\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Member

SHINGLE CREEK AT THE OAKS HOMEOWNERS  
ASSOCIATION, INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

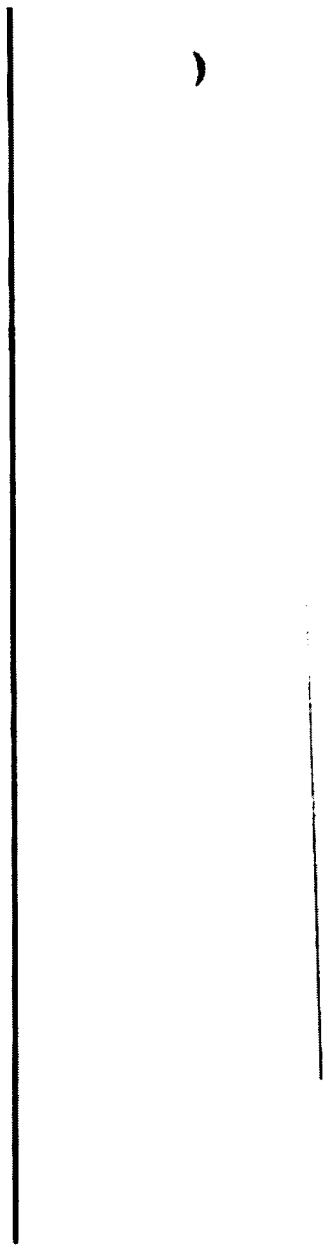
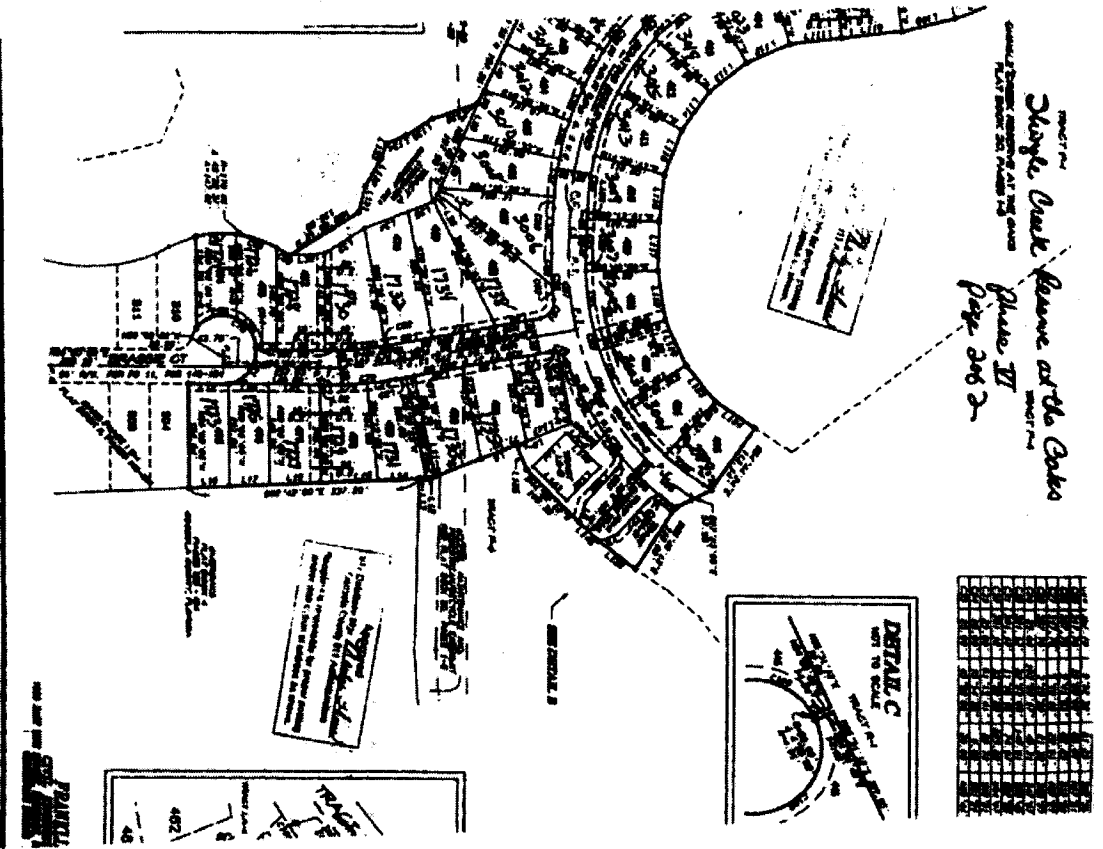


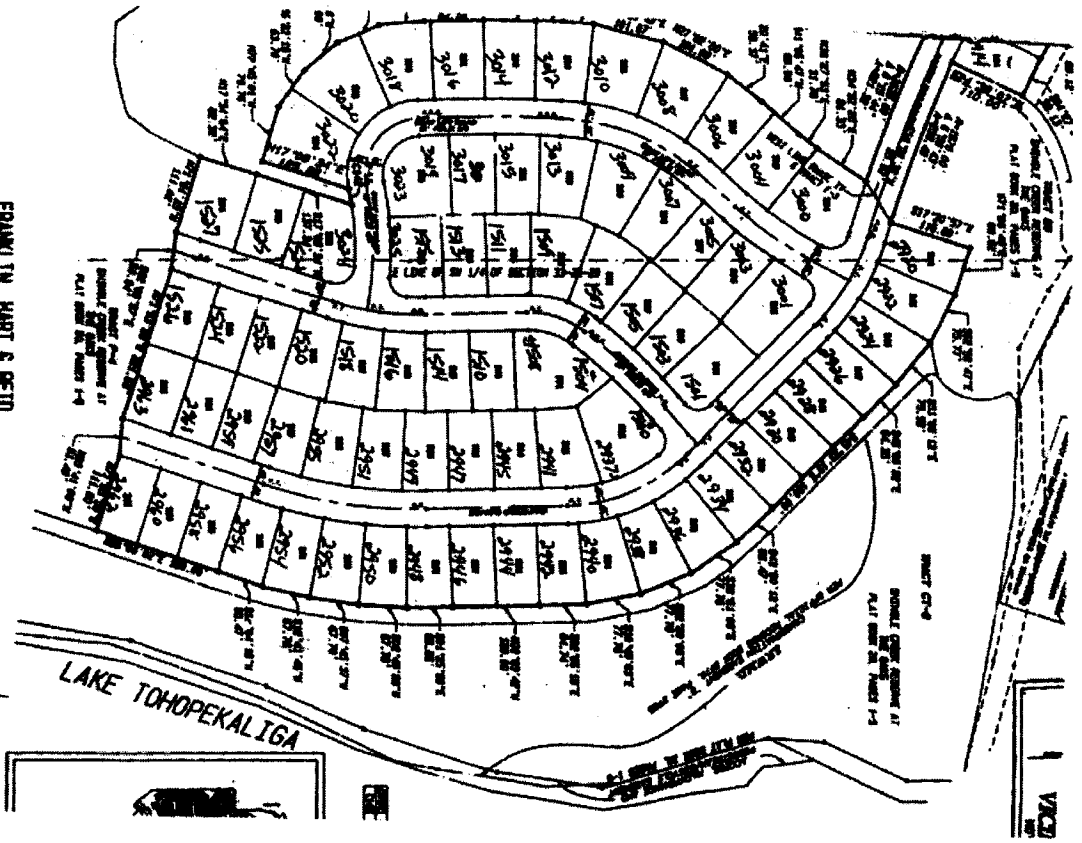
Single level houses at the ends

Phase II

Page 1 of 2

REPORT FOR  
**Shingle Creek** *Reserve at the Oaks*  
Detailed Engineering drawings of the same  
PLAT NUMBER: 203 PAGES: 103  
Phase II  
page 2063

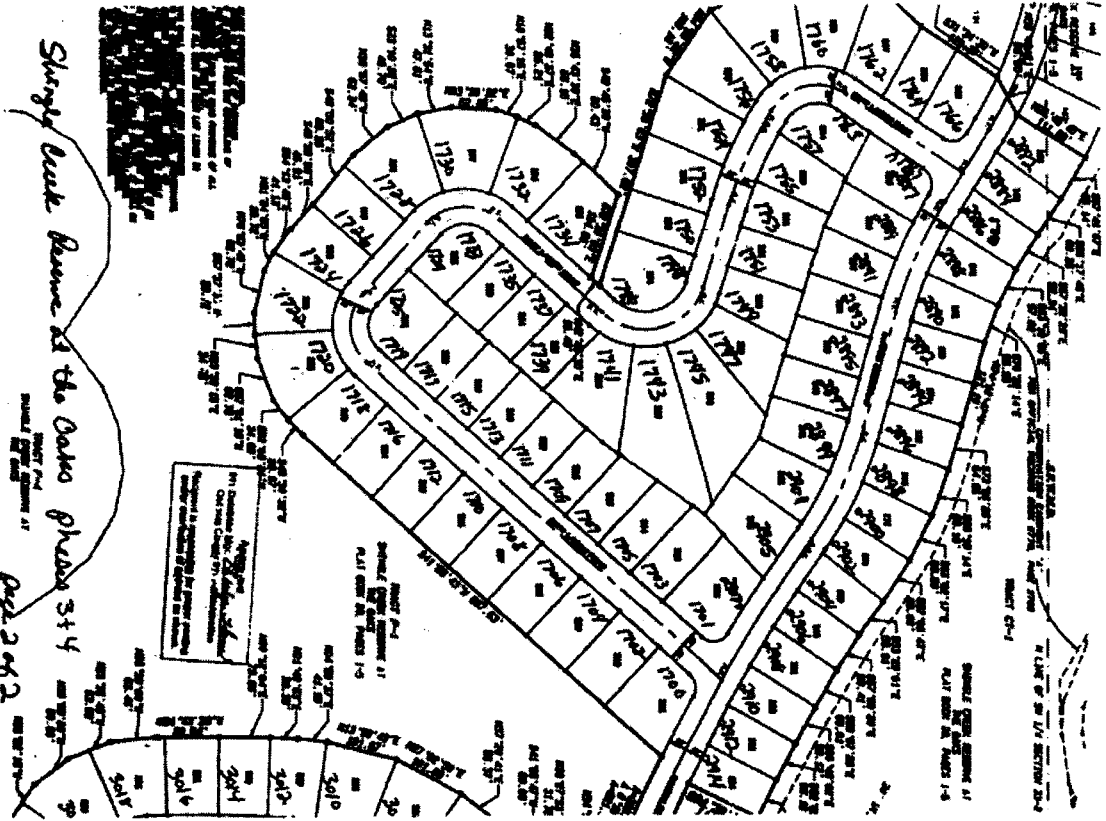




Single Book Return of the Oakes Plats 3 & 4 Page 1 of 2

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DATE: 10/15/1962



*Slurry bank shown at the Outer Phase 3+4*

page 2 of 2



NOT TO SCALE  
ALL DIMENSIONS IN FEET  
SEE NOTES FOR DIMENSIONS OF ALL STRUCTURES  
SEE NOTES FOR DIMENSIONS OF ALL UTILITIES

OWNER: [REDACTED]  
DATE: 10/15/1962

\_\_\_\_\_