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ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC.

Pursuant to the provisions of Section 617.018 of the Florida Statutes, TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC.

2. The original Articles of Incorporation for the corporation were filed on December 2, 1988 and assigned Charter No. N29522.

3. Article VII of the Articles of Incorporation is hereby amended to read as follows:

ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) directors who shall serve until the first annual meeting of members of the Association and thereafter by a Board of nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Raymond W. Tompkins	2249 Tamerine Street Winter Park, Florida 32792-1839
Frances W. Tompkins	2249 Tamerine Street Winter Park, Florida 32792-1839
Theresa Dearduff	1159 Tracy Drive North Port Orange, Florida 32019

At the first annual meeting, the members shall elect three (3) Directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.

RETURN TO:
SECURITY TITLE & GUARANTY ORANGE, INC.
1417 N. Semoran Blvd., Suite 201
Orlando, Florida 32807

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4. The above Amendment has been adopted by written consent dated the 9th day of January, 1989 by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Corporation have executed these Articles of Amendment this 9th day of January, 1989.

TOWNHOMES NORTH AT PORT ORANGE OWNERS' ASSOCIATION, INC.

By: Raymond W. Tompkins
Raymond W. Tompkins, President

By: Theresa Dearduff
Theresa Dearduff, Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of January, 1989 by Raymond W. Tompkins, President of TOWNHOMES NORTH AT PORT ORANGE OWNERS' ASSOCIATION, INC.

Hilda Ail
Notary Public

My Commission Expires:
Notary Public, State Of Florida At Large
My Commission Expires Oct. 29, 1990
Bonded By SAFECO Insurance Company of America

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of January, 1989 by Theresa Dearduff, Secretary of TOWNHOMES NORTH AT PORT ORANGE OWNERS' ASSOCIATION, INC.

Hilda Ail
Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large.....
My Commission Expires Oct. 29, 1990
Bonded By SAFECO Insurance Company of America

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WRITTEN ACTION OF
BOARD OF DIRECTORS IN LIEU
OF FIRST AND ORGANIZATIONAL
MEETING OF
TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC.

THE UNDERSIGNED, being all the directors named in the Articles of Incorporation of TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Corporation"), hereby unanimously consent to the adoption of the following resolutions authorizing the actions therein set forth:

1. RESOLVED, that a copy of the Articles of Incorporation of the Corporation, the original of which has been filed with the Secretary of State of the State of Florida, be filed in the minute book of the Corporation.

2. RESOLVED, that the seal containing the name of the Corporation and the words and figures "Corporate Seal 1988; Florida," as shown impressed upon this page immediately below is hereby approved and adopted as the seal of the Corporation.

3. RESOLVED, that the Bylaws in the form annexed hereto are approved and adopted as the Bylaws of the Corporation.

4. RESOLVED, that the following persons are hereby appointed to the offices set forth below:

President: Raymond W. Tompkins
Vice President: Frances W. Tompkins
Secretary: Theresa Dearduff
Treasurer: Theresa Dearduff

5. RESOLVED, that 2249 Tamerine Street, Winter Park, Florida 32792 is designated as the Corporation's Registered Office, and the office of service of process within the State of Florida.

6. RESOLVED, that Raymond W. Tompkins is designated as the Registered Agent of the Corporation upon whom process may be served at the registered office.

7. RESOLVED, that an annual amount of \$ ~~25.00~~, payable on a ~~quarterly~~ basis, is adopted as the annual assessment against each lot or dwelling unit in Townhomes North at Port Orange for the purpose of implementing the corporate purposes and powers of

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the Corporation and promoting the recreation, health, safety and welfare of the residents of Townhomes North at Port Orange. The Secretary shall prepare, and file in the minute book of the Associate immediately following the Certificate of Incorporation of the Corporation, a roster of the properties and assessments applicable thereto.

Dated: January - 9, 1987.

Raymond W. Tompkins
Raymond W. Tompkins, Director

Frances W. Tompkins
Frances W. Tompkins, Director

Theresa Dearduff
Theresa Dearduff, Director

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ACTION BY WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF
TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC.,
WITHOUT A MEETING

The undersigned, being all of the Directors of TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC., a nonprofit corporation organized and existing under and by virtue of the laws of the State of Florida (the "Association") hereby take the following written actions in lieu of holding a special meeting, pursuant to the provisions of Section 617.017 and 617.018, Florida Statutes:

RESOLVED, that Article VII of the Articles of Incorporation of the Association shall be amended so that the three directors appointed in the Articles of Incorporation shall serve on the Board of Directors until the first annual meeting of members of the association.

FURTHER RESOLVED, that the President of the Association is hereby authorized and directed to file Articles of Amendment to the Articles of Incorporation with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Consent this 9th day of January, 1989.


Raymond W. Tompkins, Director


Frances W. Tompkins, Director


Theresa Dearduff, Director

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ARTICLES OF INCORPORATION

OF

TOWNHOMES NORTH AT PORT ORANGE
HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 3530 F. Forest Branch Drive, Port Orange, Florida 32019.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 2249 Tamerine Street, Winter Park, Florida 32792 and the name of the initial registered agent at that address is Raymond W. Tompkins.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

See Exhibit "A" attached hereto.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

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(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration"), applicable to the Property and recorded or to be recorded on the Public Records of Volusia County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) 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 or personal property in connection with the affairs of the Association;

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

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of 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 and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

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

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all owners, with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on December 31, 1990.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) directors who shall serve until the organizational meeting and thereafter by a Board of nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

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NAME

ADDRESS

Raymond W. Tompkins

2249 Tamerine Street
Winter Park, Florida 32792-1839

Frances W. Tompkins

2249 Tamerine Street
Winter Park, Florida 32792-1839

Theresa Dearduff

1159 Tracy Drive North
Port Orange, Florida 32019

At the first annual meeting, the members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years and three (3) Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The Corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

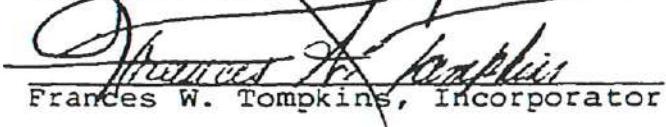
As long as there is a Class B Membership, the following

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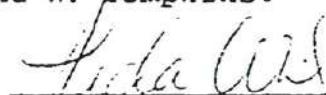
actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 1st day of January, 1988.


Raymond W. Tompkins, Incorporator

Frances W. Tompkins, Incorporator

STATE OF FLORIDA
COUNTY OF

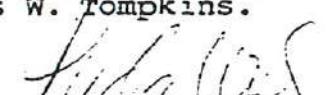
The foregoing instrument was acknowledged before me this 24th day of January, 1988, by Raymond W. Tompkins.


Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 29, 1990
Bonded By SAFFCO Insurance Company of America

STATE OF FLORIDA
COUNTY OF

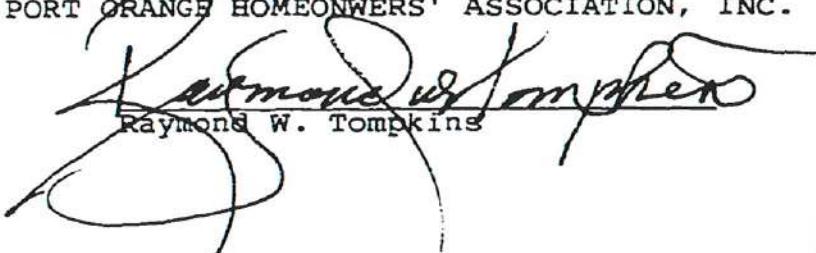
The foregoing instrument was acknowledged before me this 24th day of January, 1988, by Frances W. Tompkins.


Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 29, 1990
Bonded By SAFFCO Insurance Company of America

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation as Registered Agent of TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC.


Raymond W. Tompkins

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EXHIBIT A

A portion of Government Lot 6, Section 31, Township 15 South, Range 33 East, Volusia County, Florida, described as follows:

From the Southwest corner of said Section 31, run South $88^{\circ}41'44''$ East along the South line of said Section 31 a distance of 1357.65 feet; thence departing said line, run North $00^{\circ}48'44''$ West along the West line of said Government Lot 6 and the West line of Townhomes West at Port Orange, Phase I, as recorded in Plat Book 40, Pages 16 and 17, of the Public Records of Volusia County, Florida, a distance of 634.74 feet to the Point of Beginning; thence continue North $00^{\circ}48'44''$ West along the West line of said Government Lot 6 a distance of 1016.39 feet; thence departing said line, run South $88^{\circ}41'44''$ East a distance of 614.58 feet to the Westerly right-of-way line of Clyde Morris Boulevard, a 100 foot right-of-way as described in Official Records Book 1031, Page 447, of the Public Records of Volusia County, Florida; thence South $31^{\circ}32'24''$ East along said right-of-way line, a distance 189.33 feet; thence departing said right-of-way line run South $00^{\circ}16'31''$ East a distance of 831.25 feet to the North line of the South 660.00 feet of said Government Lot 6; thence South $01^{\circ}09'38''$ West a distance of 2.25 feet to the boundary of said Townhomes West at Port Orange, Phase I; thence along said boundary, run South $01^{\circ}09'38''$ West a distance of 10.00 feet; thence North $88^{\circ}50'22''$ West a distance of 363.72 feet; thence departing said boundary, run South $89^{\circ}11'16''$ West a distance of 339.18 feet to the Point of Beginning, of this description.

Containing 16.17 acres.

RETURN TO:
SECURITY TITLE & GUARANTY OF ORANGE, INC.
1417 N. Semoran Blvd., Suite 201
Orlando, Florida 32807

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BYLAWS

OF

TOWNHOMES NORTH AT PORT ORANGE
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Association shall be located at 3530 F. Forest Branch Drive, Port Orange, Florida 32019, but meetings of members and Directors may be held at such places within the State of Florida, County of Volusia, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Townhomes North at Port Orange 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, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

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Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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

Section 6. "Declarant" shall mean and refer to Tompkins Land and Housing, Inc., its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public Records of Volusia County, Florida.

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

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the

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members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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 fifteen (15) days before such meeting to each member entitled to vote there at, addressed to the member's address last appearing on the books of the Association, or supplied by such member 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, one-tenth (1/10) 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 there at 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.

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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 nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the of the Association. In the even 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

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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 IV

NOMINATION AND ELECTION OF BOARD OF DIRECTORS

Section 1. Nomination. 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 consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. 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. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election 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.

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ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, 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 (2) 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 a 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 the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in

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which such member shall be 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 sixty (60) days for infraction of published rules and regulations;

(c) 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;

(d) 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

(e) 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, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to set that their duties are properly performed;

- (c) As more fully provided in the Delcaration, to:
 - (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after 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 for 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 Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at

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all times be members of the Board of Directors, a secretary, and a 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 at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for 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 of 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 with or without cause by the Board. Any officer may resign at any time 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 by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

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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 (1) 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; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other dueties 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 on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association

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and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall 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 an Architectural Control Committee, as provided in the Declaration, and 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

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3249 1476

obligated to pay to the association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability from the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC..

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, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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3249 1477

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

VOLUSIA CO. FL

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, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Townhomes North at Port Orange Homeowners' Association, have hereunto set our hands this 7th day of January, 1989.

Lyda Brown

Juda C. C.

Lyda Brown

Juda C. C.

Lyda Brown

Raymond W. Tompkins
Raymond W. Tompkins, Director

Frances W. Tompkins
Frances W. Tompkins, Director

Theresa Dearduff
Theresa Dearduff, Director

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 7th day of January, 1989 by Raymond W. Tompkins.

Theresa Dearduff
Notary Public

My Commission Expires:

Notary Public State Of Florida All Large
My Commission Expires Oct. 29, 1990
Bonded By SAFFCO Insurance Company of America

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3249 1478
VOLUSIA CO. FL

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me
this 9th day of January, 1988 by Frances W. Tompkins.

Hilda W.
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 29, 1990
Bonded By SAFECO Insurance Company of America

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me
this 9th day of January, 1988 by Theresa Dearduff.

Hilda W.
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 29, 1990
Bonded By SAFECO Insurance Company of America

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the
TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC., a
Florida corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of
said Association, as duly adopted at a meeting of the Board of
Directors thereof, held on the 9th day of January,
1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed the seal of said Association this 9th day of January,
1988.

Frances W. Tompkins
Frances W. Tompkins, Secretary



S2000

ARTICLES OF INCORPORATION

OF

TOWNHOMES NORTH AT PORT ORANGE
HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 3530 F. Forest Branch Drive, Port Orange, Florida 32019.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 2249 Tamerine Street, Winter Park, Florida 32792 and the name of the initial registered agent at that address is Raymond W. Tompkins.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

See Exhibit "A" attached hereto.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration"), applicable to the Property and recorded or to be recorded on the Public Records of Volusia County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) 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 or personal property in connection with the affairs of the Association;

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

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of 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 and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

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

ARTICLE VMEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VIVOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all owners, with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on December 31, 1990.

ARTICLE VIIBOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) directors who shall serve until the organizational meeting and thereafter by a Board of nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

NAME

Raymond W. Tompkins

ADDRESS2249 Tamerine Street
Winter Park, Florida 32792-1839

Frances W. Tompkins

2249 Tamerine Street
Winter Park, Florida 32792-1839

Theresa Dearduff

1159 Tracy Drive North
Port Orange, Florida 32019

At the first annual meeting, the members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years and three (3) Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.

ARTICLE VIIIDISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IXDURATION

The Corporation shall exist perpetually.

ARTICLE XAMENDMENTS

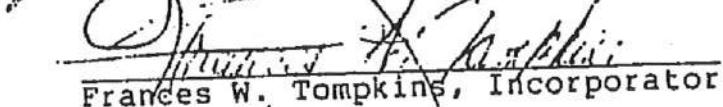
Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XIFHA/VA APPROVAL

As long as there is a Class B Membership, the following

actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 1 day of January, 1988.)


Raymond W. Tompkins, Incorporator

Frances W. Tompkins, Incorporator

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 1 day of January, 1988 by Raymond W. Tompkins.

Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 29, 1990
Bonded By SAFFCO Insurance Company of America

STATE OF FLORIDA
COUNTY OF

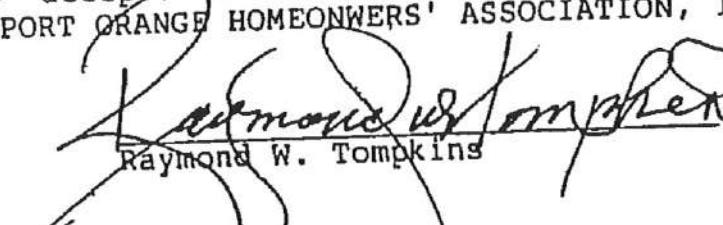
The foregoing instrument was acknowledged before me this 1 day of January, 1988 by Frances W. Tompkins.

Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 29, 1990
Bonded By SAFFCO Insurance Company of America

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation as Registered Agent of TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC.


Raymond W. Tompkins

BYLAWS
OF
TOWNHOMES NORTH AT PORT ORANGE
HOMEOWNERS' ASSOCIATION, INC

ARTICLE I

NAME AND LOCATION

The name of the corporation is TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Association shall be located at 3530-F Forest Branch Drive, Port Orange, Florida 32019, but meetings of members and Directors may be held at such places within the State of Florida, County of Volusia, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Townhomes North of Port Orange 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, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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

Section 6. "Declarant" shall mean and refer to Tompkins Land and Housing, Inc., its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public Records of Volusia County, Florida.

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

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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 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 authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote there at, addressed to the member's address last appearing on the books of the Association, or supplied by such member 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 proxies entitled to cast, one-tenth (1/10) 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 there at 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 nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board 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 the directors.** Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

NOMINATION AND ELECTION OF BOARD OF DIRECTORS

Section 1. Nomination. 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 consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting. 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. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election 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 meeting of the Board of Directors shall be held monthly without notice, 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 (2) 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 a 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 the power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be 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 sixty (60) days for infraction of published rules and regulations;
- (c) 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;

- (d) 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
- (e) Employ a manager, or 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, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to set 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 at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after 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 for 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 Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

Section 2. Election of Officers. The elections of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for 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 of 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 with or without cause by the Board. Any officer may resign at any time 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 by the Board. The officer appointed to such vacancy shall serve for the remainder of the 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 (1) 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;

Shall sign all leases, mortgages, deeds and other written instruments; and

Shall co-sign all checks and promissory notes.

(b) **Vice-President.** The vice-president shall act in the place and stead 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 on all papers requiring said seal; serve notice of meetings to the Board and of the members; keep appropriate current records showing the members of the Association together with their **addresses**, and shall perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall receive and deposit in 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; keep proper books of account; cause an **annual audit** of the Association books to be made by a public accountant at the completion of each fiscal year; and shall 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 an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board

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 which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. **If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.** No Owner may waiver or otherwise escape liability from the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION INC.

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, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

ARTICLE 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, except that the first fiscal year shall begin on the date of incorporation.

In WITNESS WHEREOF, we being all of the directors of the Townhomes North at Port Orange Homeowners' Association, have hereunto set our hands this 9th day of January 1989.

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VOLUSIA CO. FL

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before
this 9th day of January, 1988 by Frances W. Tompkins.

Frances W. Tompkins
Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 29, 1990
Bonded By SAFECO Insurance Company of America

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me
this 9th day of January, 1988 by Theresa Dearduff.

Theresa Dearduff
Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 29, 1990
Bonded By SAFECO Insurance Company of America

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the
TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC., a
Florida corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of
said Association, as duly adopted at a meeting of the Board of
Directors thereof, held on the 9th day of January,
1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed the seal of said Association this 9 day of January,
1988.

Frances W. Tompkins
Frances W. Tompkins, Secretary

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TOWNHOMES NORTH AT PORT ORANGE

KNOW ALL ME BY THESE PRESENTS:

WHEREAS, Tompkins Land and Housing, Inc., a Florida Corporation, hereinafter referred to as "Developer" is the owner of all of Townhomes North at Port Orange in Port Orange, Volusia County, Florida, as per Map Book 40, Page 16-17, Public Records of Volusia County, Florida, referred to as "Development" and intends to construct one dwelling on each of the lots thereof, such residence to be constructed in one and two-story single family attached residences in the townhouse concept; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the Development and for the maintenance of Common Areas and structures, and to this end, desires to subject the said real property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said real property and each owner; and

WHEREAS, the Developer may cause further units of contiguous lands described on Schedule A attached hereto to be subdivided over the next several years and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in the development, that there be an agency to which will be delegated and

assigned the powers of maintenance and administration of Common Areas described in said Plat, administering and enforcing the covenants and restrictions and charges hereinafter described for the orderly enjoyment of the Development: and

WHERAS, there has been incorporated under the laws of the State of Florida, as a Not-for-Profit Corporation, Townhomes North at Port Orange Homeowners' Association, Inc., hereinafter referred to as the "Association" for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described above is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, assessments charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth. This declaration shall become effective on the date of recording thereof among the Public Records of Volusia County, Florida.

ARTICLE I

DEFINITIONS

SECTION 1. "**Association**" shall mean and refer to Townhomes North at Port Orange Homeowners' Association, Inc., its successors and assigns.

SECTION 2. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "**Properties**" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the

Association.

SECTION 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described on the Plat of Townhomes North at Port Orange and here by incorporated by reference into and made an integral part of this Declaration.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 6. "Declarant" shall mean and refer to Tompkins Land and Housing, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNER'S EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions;

- a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; The recreational facility designated for Townhomes North at Port Orange is located in Townhomes West at Port Orange, Phase I.
- b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his Lot

remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes as shown on the plat of Townhomes North at Port Orange and subject to such conditions as may be agreed to by the members and subject to the approval of FHA/VA and the City of Port Orange;

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of each class of members has been recorded.

SECTION 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a Lot which is subject to assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership.

CLASS A. Class A membership shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. **When more than one person holds an interest in any Lot, all such persons shall be members.** The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class Be member (a) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, which ever occurs earlier:

- a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership OR
- b) on December 31, 1990.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay the Association:

- 1) annual assessments or charges, and
- 2) special assessments for capital improvements, such assessments to 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 shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300) per Lot.

a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction repair or replacement of a capital improvement

upon the Common Area, including fixtures and personal property related thereto, **provided that** any such assessment shall have that assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a **meeting duly called for this purpose.**

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against such Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth that whether the assessments on specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent (6%) per annum. The Association may bring an action at Law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments

provided for herein by nonuse of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments hereafter becoming due or from the lien thereof.

ARTICLE V

RESTRICTIVE COVENANTS

SECTION 1. The areas included within the Lot line of each individual Lot but not included within the dwelling constructed on such Lot, such areas being hereinafter referred to as "grounds" shall be used for normal and customary yard purposes. No structures can be erected or placed on the grounds without the **written approval of the Association**, or except in accordance with regulation enacted by the Association. **The term "structure" as used herein shall include, but is not limited to, swimming pools, fences, walls, barbeque pits, television or radio antennas, clothes lines, garages, sheds outbuildings, proches, balconies, patios, recreation facilities such as basketball courts or goals, tennis courts, shuffle board courts, and lawn decorative objects such as statues, tables, etc.**

SECTION 2. The Association shall have legal title to the Common Areas, and shall be responsible for operation, management and maintenance of the same. The Association shall have the duty and power to enact reasonable and uniform regulations governing the use of the

Common Area. The Common Area shall be used exclusively for natural preservation and/or recreation, drainage, and as otherwise specified on the recorded plats.

SECTION 3. In order to maintain uniformity of appearance, **no owner of any dwelling shall change exterior materials or colors, either of the exterior walls or roof of said dwelling** without specific written approval of the Association. The Association shall have the right from time to time to adopt and **enforce rules and regulations for the maintenance and appearance of the exteriors of dwellings and of other structures.**

SECTION 4. All owners shall keep their lawns and interior yards mowed and maintained, **free of disease, bugs and in a presentable condition, and shall not permit any unsightly growth, weeds or underbrush on their grounds.** The Association will maintain that portion of each front yard lying between the owner's front building line and the abutting right of way of each street within the subdivision and that portion of the rear yard between the patio fence and the rear Lot line which is devoted to yard purposes and the side yards of each Lot where the bulding does not extend completely from side Lot to side Lot line, the cost of which will be included in the monthly assessment. **The Association shall have the right to adopt rules and regulations to enforce this provision.**

SECTION 5. Each owner of a lot or dwelling unit agrees to maintain fire and extended coverage casualty insurance on the improvements on said Lot, or on said dwelling unit, in a sufficient amount to cover the fair market value of such improvements, and he shall use the proceeds therof exclusively to repair or replace any damage to or destruciton of improvements completely, and promptly to its original condition after receipt of the insurance proceeds, provided that the

Homeowners' Association does not purchase and maintain a blanket insurance policy for this purpose.

SECTION 6. No livestock, poultry or animals of any kind or size shall be raised, bred, or kept on any Lot provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets, are not kept, bred, or maintained for any commerical use. Such approved pets shall be kept on the owners Lot and **not be permitted to roam free**. Such pets **shall be limited in number to two (2) of a kind over the age of six months. (Hence, two dogs, two cats, etc.)**

SECTION 7. **No automobile or other motorized vehicle that is not operable shall be repaired or stored in or on any parking area. No trailers, mobile homes, trucks or any other type of vehicle other than privately owned automobiles or motorized two wheel vehicles are to be parked or stored in or on any parking area in front of residence.** The Association shall have the right to adopt rules and regulations to enforce this provision.

SECTION 8. As stated on the plat for Townhomes North at Port Orange, there have been established and will be established easements for the installation, constructton, maintenance and repair of the common areas within and outside of the Development. These easements shall be established by one or more of the following methods, towit:

- a) By a specific designation of an easement on the recorded plat of this Development.
- b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot in the Development, OR
- c) By a separate instrument to be subsequently recorded by the Declarant.

SECTION 9. No Lot or dwelling unit shall be used for any purpose except for a residential dwelling. **The term "residential" is intended to prohibit any commercial use, even professional office use.** The only exception to Section 9 shall be; Tompkins Land and Housing, Inc. shall erect and maintain a building for the exclusive use of Tompkins Land and Housing, Inc. as a model and sales office until such time as project is completed, and the 1st residential dwelling unit is completed and sold to the homeowner of each unit.

SECTION 10. No sign of any kind shall be erected, permitted to remain on or be displayed to public view on or from any Lot, except an approved sign giving the name of the occupant of the residence located on said Lot or an approved sign advertising the premises for sale or rent. All signs shall be approved by the Homeowners' Association.

SECTION 11. **No obnoxious or offensive activity or behavior shall be conducted or permitted to exist upon any lot that may be or may become an annoyance or private or public nuisance.**

SECTION 12. All units will be pre-wired for cable television. Therefore, no exterior antenna of any kind shall be erected or otherwise permitted by anyone to be attached to any unit, or natural habitat of said property.

SECTION 13. An easement of necessity is hereby granted permitting owners and the appropriate association or associations to enter adjacent Lots for the specific purpose of painting, maintenance, repair or reconstruciton of a party wall or structure. Such entry shall be made in a reasonable manner and at a reasonable time, and any damage caused by such entry shall be repaired as soon as practicable and at the expense of the owner of the party wall or structure who

causes such entry to be made.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event the owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. **The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.**

ARTICLE VII

ARCHITECTURAL CONTROL

Except as to Declarant, **no building, fence, wall or other structure** shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this

Article will be deemed to have been fully complied with.

ARTICLE VIII

PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a **party wall**, and, to the extent not incompliant with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. SHARING REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to each use.

SECTION 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or commissions.

SECTION 4. WEATHERPROOFING. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators.

SECTION 7. EASEMENT FOR ENCROACHMENTS. Should any part of any Unit encroach onto another Lot, there shall be deemed to be an easement granted over so much of the Lot as is encroached upon, to remain so long as the encroachment remains.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or an Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by provision of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of 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 wise affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by now less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. No amendment modifying or terminating the obligation of the Association to maintain the Common Areas will be effective without the approval of FHA/VA and the City of Port Orange.

SECTION 4. ANNEXATION. Additional land within the areas described in Schedule A, attached hereto, may be annexed by the Declarant without the consent or members within five (5) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

SECTION 5. FHA/VA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 18th day of August, 1988.

Tompkins Land and Housing, Inc., a Florida Corporation, Raymond W. Tompkins, President.

VOLUSIA CO. FL

"SCHEDULE A"

A portion of Government Lot 6, Section 31, Township 15 South, Range 33 East, Volusia County, Florida, described as follows:

From the Southwest corner of said Section 31, run South 88°41'44" East along the South line of said Section 31 a distance of 1357.65 feet; thence departing said line, run North 00°48'44" West along the West line of said Government Lot 6 and the West line of Townhomes West at Port Orange, Phase I, as recorded in Plat Book 40, Pages 16 and 17, of the Public Records of Volusia County, Florida, a distance of 634.74 feet to the Point of Beginning; thence continue North 00°48'44" West along the West line of said Government Lot 6 a distance of 1016.39 feet; thence departing said line, run South 88°41'44" East a distance of 614.58 feet to the Westerly right-of-way line of Clyde Morris Boulevard, a 100 foot right-of-way as described in Official Records Book 1031, Page 447, of the Public Records of Volusia County, Florida; thence South 31°32'24" East along said right-of-way line, a distance 189.33 feet; thence departing said right-of-way line run South 00°16'31" East a distance of 831.25 feet to the North line of the South 660.00 feet of said Government Lot 6; thence South 01°09'38" West a distance of 2.25 feet to the boundary of said Townhomes West at Port Orange, Phase I; thence along said boundary, run South 01°09'38" West a distance of 10.00 feet; thence North 88°50'22" West a distance of 363.72 feet; thence departing said boundary, run South 89°11'16" West a distance of 339.18 feet to the Point of Beginning, of this description.

Containing 16.17 acres.