**ARTICLES OF Ai:-!ENDMENT**

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\"OLUSi.0. CO. FL

TO THE ARTICLES CF INCORPOR. TION OF

TOWNHOM.ES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC.

Pur-suant to the provisions of Section 617. 018 of theFlorida

Statutes, TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION,

C)

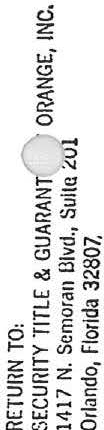
INC., a Florida not-for-profit corporation, adopts the followingc:=.

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Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is TOWNBOM.ES NORTH AT PORT 0-)

**ORANGE HOMEOWNERS' ASSOCIATION, INC.**

1. The original Articles of Incorporation for the corporation were filed on December 2, i9sa and assigned Charter No. 29522.
2. A.rticle 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

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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:

**NAME** ADDRESS

Raymond W. Tompkins Frances w. Tompkins Theresa Dearduff

2249 Tamerine Street

Winter Park, Florida 32792-1839

2249 Tamerine Street

Winter Park, Florida 32792-1839

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 (l) 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 annuai meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.

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The above Amendment has been adopted by written consent dated

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the - -- daoy f*ff,* r.,• *-:•* .- ..\ Corporation.

, 198.J\_ by the Board of Directors of the

IN WITNESS WHEREOF, the undersigned President and secretary of

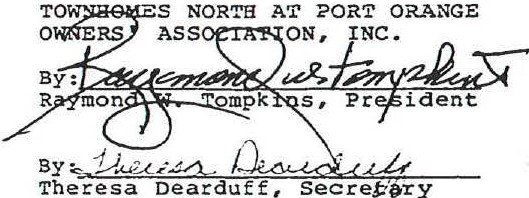
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the Corporation have executed these Articles of Amendment this-;.:.,.

day of :--,, ''"', .

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STATE OF FLORIDA

COUNTY OF ORANGE ...

\_Theforegoing instrument was acknowledged before me this.'1-4:i\_- . *).*

of JQ.A-yCL..-'-\ , l98j\_ by Raymond w ., Tompkins, President of ••... •- - -·'

TOWNBOMES NORTH AT PORT ORANGE OWNERS • ASSOCIATION, INC.

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*J-,' kM*

··--Notary Public

MyCommission Expires: 0, F1cr,da At **urge**

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**Notary** Pubfie.\_S

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-. s Ccl. 29. **1990**

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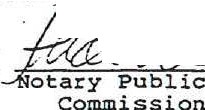
STATE OF FLORIDA

COUNTY OF ORANGE

**ev S,U:ECO** h-,;"''•"""' .,. ..

The foregoing instrument was acknow edged before me this qi<-- day

of c...r:-1 , 198..:2 by Ther NORTH AT PORT OR. NGE OWNERS I ASS



esa De duff, Secretary of TOWN OCIAT ON'', INC.

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**NotarY** Publle.State Of Florida At •••••

***My***eommission Expires oet.---

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WRITTEN ACTION OF BOARD OF DIRECTORS IN LIEO OF FIRST AND ORGANIZATIONAL

MEETING OF

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TOWNHOMES NORTH AT PORT ORA.. GE HOMEOWNERS' ASSOCIATION, INC.

THE ONDERSIGNED, being all the directors named in the rticles *oE* Incorporation of TOWNBOMES 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 followi g 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 l9S.S·;·••. ·-.:*1* Florida,• as shown impressed upon this page immed iatelv-··below is··.•·. hereby approved and adopted as the seal of the Corpor.a. t.ion. - .:•• .·..

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1. RESOLVED, that the Bylaws in the form annexed hereto are approved and adopted as the Bylaws of the Corporation.
2. RESOLVED, that the following persons are hereby appointed to the offices set forth below:

President: Raymond W. Tompki s Vice President: Frances w. Tompkins Secretary: Theresa oearduff

Treasurer: Theresa Dearduff

s. 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.

1. RESOLVED, that Raymond w. Tompkins is designated as the Registered Agent of the Corporation upon whom process may be served at the registered office.
2. RESOLVED, tba t an annual amount of $ =<-cc., - .., payable on a·"'-"'•c.'-'.'S\."'I basis, is adopted as the ann:.ial assessment against each lot oil dwelling unit in Townhomes North at Port Orange for the purpose of implementing the corporate purposes and powers of



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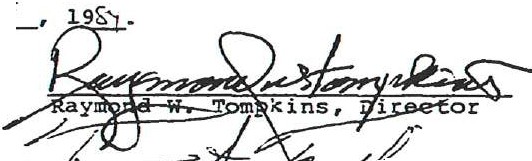
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the Corporation and promoting the recreation, health, safety and welfare of the residents of Townhomes North at Port Orange. The Secretary shall prepare, and file in the minute book of the Associate immediately following the Certificate of Incorporation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



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Dated: ;:ro\_ t--;\.,' C\,,

Frances w. Tompkin?, Director

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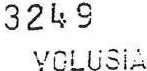
Theresa Dearduff,- D-irecu. r

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**ACTION BY WRIT'l'BN CONSENT OF THE**

**BOARD OF DIRECTORS OP**

**TOWNHOMES NOR1.'H AT PORT ORANGE HOMEOWNERS' ASSOCIATION', INC.** ,

**WITHOUT A MEETING**

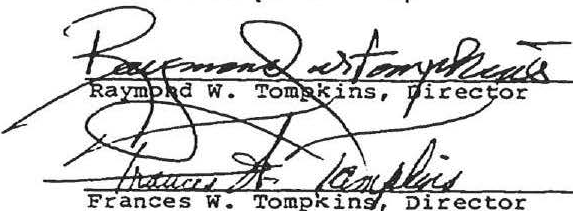
The undersigned, being all of the Directors of TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC., a nonprofit

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 Articies 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.

FORTHER 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 WSEREOF, the undersigned have executed this Consent this Cip day of ::,.., 'l/\,;S"<1 , 198 -





Theresa Dea tor

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- TICLES OF INCORPORATION OF

TOWNHOM.ES NORTH AT PORT ORANGE SOMEOWNERS' ASSOCIATION, INC.

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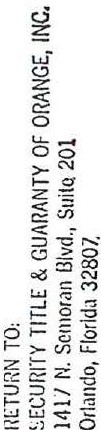
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In compliance with the requirements of Florida Statutes, Chapte!" 617, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the puc-pose of forming a corporation ot for profit and do hereby certify:

ARTICLE I

NAJ.(.E OF CORPORATION

The name of

ORANGE ROMEO .ERS I

"Association").

the corporation is

ASSOCIATION, INC.

ARTICLE II

TOWNHOM.ES NORTH AT

(hereinafter called

PORT

the

PRINCIPAL OFFICE OF TEE ASSOCIATION

The principal office of the Association is located at 3530

0

F. Forest Branch Drive, Port Orange, Florida 32019.

ARTICLE III

REGISTERED OFFICE A."lD 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

PORPOSE AND POWERS OF TS:E 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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1. Exercise all cf the powers and prh·ileges and to perform all of the ducies and obligations of the .ssociation as set forth in that certain Declaration of Covenants, Conditions and Restrictic s (hercinafteL called the

«oeclaration"), applicable to the Frooertv 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 pc-ovided, said Declaration being incorporated herein as if set forth at length;

1. 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 exoenses incident to the conduct of the business of the Association, including all J.lcenses *I* taxes or gove::-n.r.ental charges levied or imposed against the property of the Association;
2. 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;
3. 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 .:nay 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;

1. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that anv such merger, consolidation or annexation shall have the assent of two-thirds (2/3} of each class of members;
2. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-ProEit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

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ARTICLE V  0

**MEMBERSHIP**

Every person or er.tity 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 oersons or entities who hold an interest merely as security for the pe=formance of an obligation. Membership shall be a9purte ant to and may not be separated from ownership of any Lot wh.:.ch is subject to assessment by the Associatior..

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 0

(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 OP 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 a e to *act* in the capacity of Directors until the selection of their successors are:

**ADDRESS**

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Raymond **w.** Tcmpkins Frances **w.** Tompkins

2249 Tamerine Street

Winter Park, Florida 32792-1839

**2249** Tameri e Street

Winter Park, Florida 32792-1839

Theresa Dearduff 1159 Tracy Drive North

?ort Orange, lorida 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 cwo (2) years and th!:ee (3) Directors for a term of three { 3} •ears; and at each annual meeting thereafter the members shall elect three ( 3) Directors for a term of three ( 3) years.

ARTICLE VIII

DI SSOL0TION

The Association may be dissolved with the assent given in writing and signed by not 1.ess than two-thirds (2/3) of each class of members. Ucon 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. !n 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

DORATION

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 l.ong as the:re is a Class B Membership, the following

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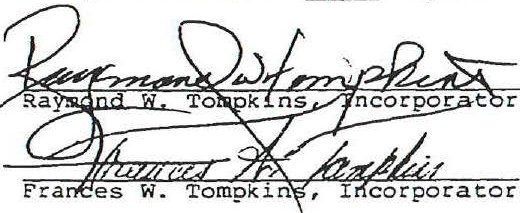
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actions will reauire t e pr-ior approval of the t-Fe...,d;ral Housing Administration or toe Veterans Administration: annexation of additional properties, mergers ar.d consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WEEREOF, for the purpose of forming this

Corporation under the laws of the State of Florida, *·...te,* the

undersigned, constituting the incorporators of

have executed these Articles of Incorporation

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this Associationr this '::.;- day of

STATE OF FLORIDA

COUNTY OF

The foregoing

**of**  1'-w :*C:. :-.1t*

instrument was acknow,ledged befo.::-e 

, 198$7by Raymond .ompkin:·

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STATE OF FLORIDA

COUNTY OF

My Commission

Expires: .

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**MyCommis:;ic,i** Expires Oct. **:?9. ,990**

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The foregoing instrument as ackn Ledged before me

of ----'Y:;:;:.'.;;::......a.;..!\.:,,,;'-:.a:,:..;r<,.;='..;;;.;,.•----' 19$, by Frances w.l<?mpkins.

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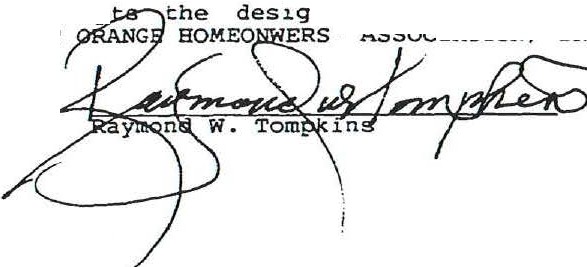
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**ACCEPTANCE** OFREGISTERED **AGENT**

The undersigned hereby acceP. Agent of TOWNHOMES NORTH AT PORT

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* nation as Registered
  + IATIO **INC.**

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EXHIBIT A

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A portion of Goveraaent t.ot 6, Section 31, Tovnatup 15 South. bn1e 33 &a.at, Volu.1.a County, 7lori.da, deecri'bed u follova:

Froa the Soutbveat corner of ••id SectiOll 31. nm Soutb sa•41'44" Ea.at eloug the South 11.ne of **eaid** Section 31 • diac.ance of 1357.65 feet; thence departing aai.d 11.n•• nm North oo•48'44" Weat aloaa th• ileet 11.a of ■aid Government Lot 6 aiid the Weat 1.1.Ae of Tovnhoa.. Waec at Port Oranae,·Phaae I,•• recorded in Plat look 40, **Pas••** 16 and 17, of tbe Public Record• of Voluaia County, Florida,• diata11Ce of 634.74 feet to the PoiDL of Beginnina; thence continua

North oo•48'44" W••c along the Weat U.u• of .. id Governaanc Lot 6 • di.stance of 1016.39 feet; thence departi.a& aaid 11.ae, run South 88.41'44" Eaat a diatance of 614.S8 feet to th• Westerly right-of-way line of Cl.yd• Morria Boulevard, **a** 100 foot rigbt-of-vay u dHcri.bed in Off1ci.al iacord■ Book 1031, Page 447• of tba Public a.cord■ of Voluai.a CoW1ty, Florida; thence South 31•32•24" £&at aloua ••id ri.&bt-of-vay line,• diet& • 189.33 feet; thence departing aaid r:1pt-of-vay line run South 00•16131" **Eaat a** dietuce of 831.2..5 feet to the North 11.ae of the South 660.00 feat of -id Govarnaant Lot 6; thence South 01•09138"We■t • ·dutance of 2.25 feet to the boundary of aai.d Tovnhoa•• Weet at: Port Or&nl•• l'baa• I; cb.eoc• along ••id bound.ry. rua South 01•09138" Weac a d:1etanc• of 10.00 **feet;** th■cca Horth 8S•S0'2211 **Waat a** di.ataace of 363.72 feet,

thence dapartui, aa:1d 'boundary, run South 89•11116" **Weat** • d:19cance of 339.18 feec to tb• Pout ofa.1um.1u1, of thia da■=ri&A:ian.

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BYLAWS

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TOWN30MES NORTH AT ?OR ORANGE

HOMEOWNERS' ASSOCIATION, INC,

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A.. TICLE I

**NA.1"..E** AND LOCATION

The name of the corporation is TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as

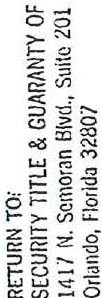
d the "Association." The principal office of the Association shall

w be located at 3530 F. Forest Branch Drive. Port Orange, Florida

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a*z:*? 32019, but meetings of members and Directors may be held at such

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places within the State of Florida, County of Volusia, as may be designated by the 3oard of Directors.

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ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Townhomes

North at Port Orange successors and assigns.

Homeowners' Association, Inc.,

its

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenantsr Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Commcn Area" shall mean all real prope::ty owned by the Association for the common use and enjoyment of the Owners.

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Section 4. "Lot" shall mean and refer \tQLU5L;:. CO. rL. land shown upon any recorded subdivision map of the Properties with he exception of the Common Area.

Section S. "Owner" shall mean and refer to the record owner, whether one or more pe=sons 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.

to any p.Lot of

Section 6. "Declarant" shall mean and refer to Tompkins Land and Eousing, 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. "Decla:ation" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Prope:ties 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.

A.t .TICLE 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 the:::-eafter, at the hour of 7:00 o'clock, P.M. .If the day for the annual meeting of the

membe::s is a legal holiday, the meeting will

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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 a:: any time by the President or by the Board of Directors, or upon writ ten request of the members who are entitled to vote one-fo rth {l/4} of all of the votes of the Class A membership.

Sectio 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, o:- 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.

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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 othe:-wise 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. :\_, rox L- es. At all member may vote in person or by proxy. writing and filed with the secretary.

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All proxies shall be in Every proxy shall be

revocable and shall automatically cease upon conveyance by the member of his Lot.

A.. TICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section l. 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 (l) 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 remo al 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 Taker. Without a Meeting. The directors

shall have the right to take any action in the absence of *a*

meeting which they could take *at*

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writte approval of all the directors. Anyaction so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

NOMINATION A.ND ELECTION OF BOARD OF DIRECTORS

Section 1. Nomi!'lation. Nomination for election tc the Board of Di rectors shall be made by a Nominating Commit tee. 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 Corr ittee shall

be appointed by the Board of Directors prior to each annual

meeting of the members, to serve from the close of such annual Q

meeting unti1 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 Decla rat ion. Thepersons receiving the largest number of

votes shall be elected. Cumulative voting is not permitted.

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ARTICLE VI VOLUSi. CO. ;=L

MEETINGS OF DIR2CTORS

Section l. Regular Meetings. Regular meetings of the Board of Directors shall be held mon hly without notice, at such place and hour as may be fixed from time to time by resolution of the  Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time c 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 cf directors shall constitute a quorum for the transaction of business. **Every** act or decision done or made *by* a maori ty of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**AH.TICLE VII**

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the

power to:

* 1. 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;
  2. 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 i:1 :he payment of any assessment levied by :he Association.  be suspended after ::iotice and c:ea::- ir:.c;, for a pe:::iod not to

exceed sixty (60) days for infraction of published rules and

regulations;

* 1. Exercise for the Association all powers, duties and authority vested in or delegated to this Association ar.d not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

( d) Declare the office of a rnembe::- of the Board cf Directors to be vacant in the event such membe.:- shall be absent from three ( 3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an i depende t contractor, or such other employees as they deem necessary, and to prescribe their duties.

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Section 2. Duties. It shall be the duty of the Board of

Directors to:

1. 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 meetir.g when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
2. Supe::-vise all officers, agents and employees of this Association, and to set that their duties are properly performed;

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( C) As ore fully provided

*in* the Delca:ation, to:

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against each Lot at least thirty (30) days in advance of each annual assessmenc period;

1. Send written notice of each assessment to every Owner subject hereto at least thirty (30} days in adva ce of each annual assessment period; and

( 3) Foreclose the lien agai:1st any property for which assessments are ot paid within thirty (30) days after *due* date or to bring an action at law against the owner personally obligated to pay the same.

1. Issue, or to cause an appropriate officer to issue, upon dema d 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;

1. Procure and maintain adequate liability and hazard insurance on property owned by the Association;
2. Cause all officers oc 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 **:i.htes** be members of the 3oard :Jf

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Directors, a secretary,

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and

*a* treasurer, and such o.:her officers as che 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 *oE* 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 of:ice for such period, have such authority,

and perform such duties as the Board may from time to time, *Q*

determine.

Section 5. Resignaticn and Removal. Jl.ny officer may be removed from office wi:.h 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 t:.he 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. '!'he - -. . I I I - ; ,• V \,.•; ,-

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ccc ces oc secretary and

treasurer may be held by the same ?E:::sor:. No person shall simultaneously hold more than one (1) of any cf the other offices

except in the case of special offices created pursuant to Section

4 of this Article.

Section 8. Duties. follows:

The duties of the officers are as

(a) President.

The pres:..dent 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 ancpromissory notes.

{b) Vice-President. The vice-pres:.de:1t shall act in the p!.ace 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.

1. Secretary. The secret:a::y shal1 record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the co!"porate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Beard 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.

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

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the Board of Directors; shall s gn all c e s nd promissory notes of che Associa icn; keep proper books of account; ca se an annual audi:: of the Association books to be made by *a* public accountant at the completion of each fiscal year; and shall prepare an ar.nual budget and *a* statement of income and expendi ures to be presen ed 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 Co::nm ttee, as provided in these Bylaws. In addition, the Board

of Direc:ors shall appoint other committees as deemed appropriate 0

ARTICLE X

300KS 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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obligated to pay to the association  assessments which are secured by *a* continuing lien upon the

prope:-ty against which the assessment is made. Any assessments

which are not paid when due shall be delinquent. If **the** assessment is not paid wi th:.n 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 assessements provided for herein by nonuse of the common Area or abandonment of his Lot.

ARTICLE XII CORPORATE SEAL

The Associatio:i shall have a seal in circular form having within its circumference the words: TOWNEOMES NORTE: 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 Elousing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2.

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

-q\_T!CLE 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 fi::-st fiscal year shall begin on the date of incorporation.

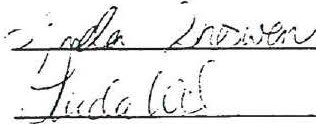
IN WITNESS WHEREOF, we, being all of the directors of the

Townhomes North at Port Orange hereunto set our hands this "T\



Homeowners' Association, have

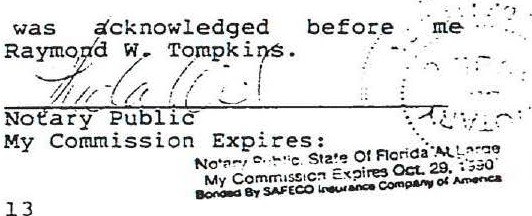
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STATE OF FLORIDA COUNTY OF



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The foregoing instrument this *C* day of A•:..:..,... , 19 - by

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STATE OF FLORIDA

COUNTY OF -- . . ..

The foregoing instrument

was • acknowledged befor:e*\_.:* ··5t"1*u* -1,.\_- ·-: -

this Ct\'- day of "'}::.A-.:( : : , l98S by F:.!!f\_es w.,..,'1:.o,fkins. . \_

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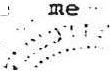
STATE OF FLOHIDA COONTY OF

My Commission Expires:

**Notary** Pub!lc. State Of Florida***·,,,:r*t:ay,ge My** Comml=ion e.,,pl:es Oct. 29.1990 **8QilllldltrlAFICO -- o1--=a**

The foregoing instru:nent

was/ acknowledged before

this .\_- dayof *JC....".'v:...:c ,*-•,. 1988.., by

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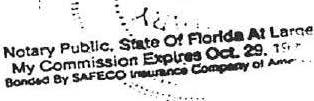
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Notary Public

**My** Commission Expires:

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**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

*1* •

said Association, as duly adopted+Ft a meeting\_of the Board of tors thereof, held on the q day of , ) <l" *·.:;* "'

**IN WITNESS** WHEREOF, I have hereunto subscribed name and affixed the seal of said Association this d 'ofj ¢..'\\\:>\ ,

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ARTICLES OF INCORPORATION

Of

TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS' ASSOCIATION, INC,

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. . .....

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 a,id Do here.by certify:

ARTICLE I ,*j*

N E or CORPORATION

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The name of the corporation is

ORANGE HOMEOWNERS' ASSOCIATION, INC.

"Association").

ARTICLE II

TOWNHOMES NORTH AT PORT

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PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 3530

1. Forest Branch Drive, Port Orange, Florida 32019, -

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGEN

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

•• .::.o

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 welfa're of the residents within the above descrfbed property and any additions thereto as may hereafter be brought within the jurisdiction ·of this Association .for this purpose to:



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* 1. Exercise all of the powers and pdv.ileges and to perform all of the duties and obligations of the Association as set. fortli in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the r.Declaration11), 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 Dec:laraticn being incorporated herein as if set forth at length;
  2. Fix, levy, collect and enforce payment by any lawful means, all charges or assess ents 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:
  3. 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 fn trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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1. Dedicat , s l br transfer all or any part of the Common Area to any public agency, a\:lthority, or utility for such purposes and suoject to such conditions as may be agreed

:o by the members. No such dedication or transfer shall be

Jffective unless an instrument has been signed by two thirds f each class of members, agreeing to such dedication,

'sale or transfer;

1. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential pr-operty 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:
2. 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.

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ARTICLE V MEMBCRSHIP

Every person or entity who i!=i 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 mern er 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 tu .. assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes -0f voting membership:

Class A. Class A Members shall be all owners, with the exception of the Oeclarant and shall be entitled to one (1) vote for each Lot owned. When·mare 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 Oeclaran t ( as de*E* i n e d i n the Dec i a r a ti on), and sha11 be ent it 1ed 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 followin'g·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**

BOA.RO **OF DIRECTORS**

The affairs of this Association shall be managed initially by a Board of three (3) directors who shall serve until the

\_orga.ni3\_ational meeting and thereafter by a Board <;>f nine (9) Directors, wffo 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 theit' successors are:



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**NAME** ADDRESS I l\_·- I. . • .. I • -

Raymond w.Tompkins

Frances W. Tompkins

2249 Tamerine Street 0

Winter Park, Florida 32792-1839

2249 Tamerine Street

Winter Park, Florida 32792-1839



Theresa Dearduff 1159 Tracy DJive North

Port Or'ange, °f'lorida 32019

At the first annual meeting, the members shall elect three

1. Directors for a term of one (1) year, three (3) Directors for a term of •two ( 2) yea rs and three ( 3) Directors for a term. of three (3) years; and at each annual meet'ing thereafter the members shall· elect three ( 3) Directors for a term of three ( 3) yea s.

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 **O** class of members. Upon dissolution of the Association, other

thari 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 a ceptance, 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

sevent1-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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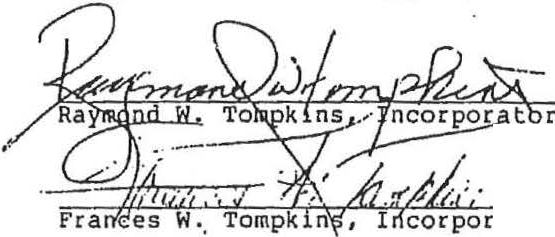
actions will require the prior approval of the federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, fer the purpose Corporation under the laws of the State of undersigned, constituting tne incorporators of

of forming this Florida, we, the this Association,

have executed these·Articles of Incorporation

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this •• • day of

**STATE OF FLORIDA COUNT'l·OF**

The foregoing instrument was acknowledged before me this

of , 1988 by Raymond W, rompkins.\_

·/

Notary Public

My Corrunlssion Expires:

day

STATE OF FLORIDA COUNTY OF

**Notary Publlc. Slate 01Florldll M large**

***My* Commission** Ei:plr • Oct. **'29. 1990**

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The foregoing instrument was ackno.wledged before me this *.\_i\_* ,.day

of .,a. \_

, 19 by Frances W. Tompkins.

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Notary Public My Commission

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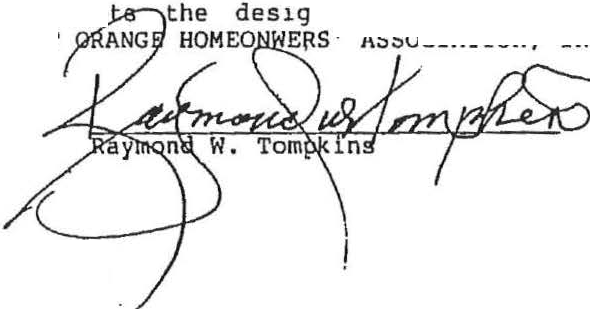
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**Ndl**■**ry**Publlc. **Stele** 01 fl()r'da-At **large**

***My*** Commission Expires Oct 29, 1990

**IIOf'ld,o e., s,rfCC'I** ..,.....,.,. ..., .. ., ""' **Afflpr•c.•**

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby acceP, Agent of TOWNHOMES NORTH AT PORT

* nation as Registered

I CIATION INC.

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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 IT

DEFlN1TIONS

Section 1. "Association" shall mean and refer to Townhomes North ofPort 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 Area11 shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. 11Lot" shall mean and refer to any plot ofland shown upon any recorded subdivision may of the Properties with the exception of the Common Area.

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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 0

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

ARTICLE ill

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 eacb 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 beheld 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 oftbe 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. U: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 0

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. Tenn 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 remnining members of the Board and shall serve for the unexpired term of his predecessor.** 0

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 detennine, but not less than the number of vacancies that are to befilled. 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 ortheir 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. Cumu1ative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meeting of the Board ofDirectors 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,

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Section 3. Quorum. A majority of the numbr 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 I. Powers. The Board of Directors shall have the power to:

1. 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 penalities for the infraction thereof,

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1. 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
2. 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;

1. 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
2. Employ a manager, or independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

1. 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 invmting by

one-fourth (1/4) of the Class A members who are entitled to vote;

1. Supervise all officers, agents and employees of this Association, and to set that their duties are properly performed;
2. 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;

* 1. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  2. 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.

1. Issue, or to cause an appropriate officer to issue upon demand by any person, 0

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 bas been paid, such certificate shall be conclusive evidence of such payment;

1. **Procure and maintain adequate liability and hazard insurance on property owned by the Association;**
2. **Cause all officers or employees having fiscal responsibilities to be bonded,**

**as it may deem appropriate;**

1. Cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEJR. DUTIES

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Section I. 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 ofDirectors, 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 (I) yearunless 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, bave 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 ta1ce 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 ma1ce it effective.

Section 6. Vacancies. A vacancy in any office may befilled by appointment by the Board.

The officer appointed to such vacancy shall serve for the remainder oftbe tenn of the officer he replaces.

Section 7. Multiple Offices. The offices of **secretary and treasurer** may be held by the

same person. No person sha11 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:

1. **President.**

The President sball 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, mortages, deeds and other written instruments; and Shall co-sign all checks and promissory notes.



1. **Vice-President.** The vice-president shall act in the place and stead of the 0

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.

1. **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 afix 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.
2. **Treasurer.** The treasurer shall receive and deposit in appropriate bank

accounts all monies of the Association and shall disburse such funds as directed by 0

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.

ARTICLEX

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 delmquient. If **the assessment** is **not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of deliqueocy 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 e;scape liability from the assessments provided for herein by nonuse of the Common Area or abandoment of his Lot

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ARTICLE XII 0

CORPORATE SEAL

The Association shall have a seal in circular fonn having within its circumference the

words: TOWNHOMES NORTH AT PORT ORANGE HOMEOWNERS1 ASSOCIATION INC,

ARTICLE XIlI

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. 0

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' Associatio have hereunto set out hands this 9th day of January 1989.

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STATE OF FLORIDA

COUNTY OF

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Notary Public

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CERTIFICATION

I, theundersigned, do hereby certify:

•, *:::::t••:*•*:* .

THAT I am the duly elected and acting secretary of the

**TOWNHOM.ES NORTH AT PORT ORANGE HOMEOWNERS** I **ASSOCIATION, INC.** , **a**

Florida corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted t a meetin= f • the Board of Directors thereof, **held** on the q day of 0':\_'l,,T1" <..•

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IN WITNESS WHEREOF, I have hereunto subscribed ·..!!!.Yname and affixed the seal of said Association this • d ofJ \\V<-\i i , 198 . -----  **::::-7\**

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DECLARATION OF

**COVENANTS, CONDIDONS AND RESTRICTIONS OF**

**TOWNHOMESNORTHATPORTORANGE**

KNOW ALL :tvIB BY THESE PRESENTS:

WHEREAS, Tompkins Land and Housing, Inc.. a Florida Corporation, hereinafter referred to as 11Developer" 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 amenitites in the Development and for the maintenance of Common Areas and structur 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 bdivided 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

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assigned the powers of maintenance and administration of Common Areas descnbed 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 thefunctions aforesaid

NOW. THEREFORE, the Developer declares that the real porperty described above is and shall be held, transferred.,sold, conveyed., used and occupied subject to the covenants, restrictions, assements 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. 0

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 ex:cluding 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 asmay 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 ofTownhomes 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 ofland shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 6. 11Declarant" 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 emjoyment 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;

1. the right of the Associaion 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.
2. 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**



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

and regulations;

1. 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 ofTownhomes North at Port Orange and subject to such conditions as may be agreed to by the members and subject to the approval ofFHNVA 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. 0

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 **clasees** 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 fQr 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 tban one vote be cast with respect to any

Lot. 16 0





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:

1. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership OR
2. on December 31, 1990.

ARTICLE IV

COVENANT FOR MAJNfENANCE 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, to ether with interest, costs, and reasonable attorney's feff, i,hall 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. 17



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.

* 1. From and after January I of the year immediately following the conveyance of the first Lot to an Owner, **the maximum annuaJ assessment may be increased each year not more**

**than 5%** above the maximum assessment for the previous year **without a vote of the**

**membership.** 0

* 1. 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.

* 1. **The Board of Directors may fax 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, inany assessment year, a

**special assessment applicable to that year only** for the purpose of defraying, in wboJe 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 jn 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 assessements

provided for herein by nonuse of the Common Area or abandonment of his Lot. 0

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 mortage. 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.

ARTICLEV

RESTRICTIVE COVENANTS

SECTION l. 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, waJls, barbeque pits, television or radio antennas, clothes lines, garages, sheds outbuildings, proches, balconies, patios, recreation facilities**

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**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 otheiwise specified on the recorded plats.

SECTlON 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 snid 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 nnd appearance of the ext riors 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 nnd 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, o 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 0

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. (Bence, 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.

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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 foIJowing methods, towit:

1. By a specific designation of an easement on t e recorded p1at of this Development.
2. By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot in the Development, OR
3. By a separate instrument to be subsequently recorded by the Declarant.

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SECTION 9. No Lot or dweliing unit shall be used for any purpose except for a residential dwelling. **The term "residential" is intended to prohibit nny commercial use, even professional office use.** The only exception to Section 9 shall be; Tompkins Land and Housing, lnc. 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.

SECTlON 10. No sign of any kind shall be erectd, permitted to remain on or be displayed to public view on or from any Lot, excpt 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 r nt. 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 th 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 bmaintain 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 imporvements 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 0

ARCHITECTURAL CONTROL





Except as to Declarant, **no building, fence, wnll 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 arc.hitectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated commitee, 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.

ARTlCLE VIIl

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 inproportion 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 oflaw regarding liability for negligent or willful acts or commissions.

SECTION 4. WEATHERPROOFING. Notwithstand•ing 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 CONTRIBUfION RUNS WITH LAND. The right of any Owner to 0

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

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SECTION 1. ENFORCEMENT. The Association, or an Owner, shaJI 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

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judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDivIENT. The covenants and restrictions of this Declaration shall' run with and bind the Jand, for a tenn of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (lO) 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 FHNVA 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.

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A portion o! **Covarnm.ant** Lot 6, S•ction 31, Tovnahip 15 South, R..ng• 33 **Eaat,**

Volusia County, **Florida, deacribad** •• follov■i

FrOUI the Southwut corner of aaid Section 31; nm South aa•4t'44" East along the South lin• of aaid Section 31 **a distance** of 1357.65 **fut;** t.henee departing add lina, run North 00•4a•44" **Wut along** th• **West** lin o.f said Government Lat 6 and th• **Waat line of** Tovnhom•• **'W••t at** Port Orange,•Ph••• I, a11 -recorded in Plat Zook 40, P•a•• 16 and 17, of th• Public R•corda of Volu■ia County, Florida, a distance af 634.74 **feat** to th• Point of.Seginning; thence continue

North 00•49•4411 Wut along th• Weat lin• of **aaid** Government Lot 6 **a** diatance of

1016.39 feett thence departing **said** line, run South as•4L144" !aat a distance

·of 614,58 feet to the Westerly right-of-vay line of Clyde Morrie Boulevard, a 100 foot right-of•vay as described in Official Records Boo 1031, Page 447, of the Public Records of Volusia County, Florida; thence South 31•32'2411 East along 1aid right-of-vay lina, a distance 189.33 feet; thence departing said right-of-vay line run South 00•16'3111 Ea■t **a** di■taac• of 831.25 feet to the Horth line of the South 660,00 **feec** of **eaid** Government Lot 6; thence South 01•09•3a''W••t **a** di1tanc• of 2.25 **faet** to the boundary of **1aid** Tovnhomes West at Port Orang■, Ph&•• I; thane• along **said** boundary, run South 01•091J811 Wut a distance of 10.00 **!a1t;** thence North ae•50•2211 Wtet a di1tanc1 of 363.72 fa1t; thane• departing uid boundary, run South a9• 11'16" 'Wut **a** diltanca of 339.LS f••t to the Poinc of Beginning, of thie del'K:riptioo.

Containing 16.17 acr••• 0

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