

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TRADITIONS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on January 5, 1999, as shown by the records of this office.

The document number of this corporation is N99000000126.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighth day of January, 1999



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

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OF

TRADITIONS HOMEOWNERS ASSOCIATION, INC.

(a Corporation Not For Profit)

I, the undersigned, being a natural person of legal age, do hereby desire to form a Corporation Not for Profit under the Laws of the State of Florida, and do hereby adopt the following Articles of Incorporation.

1. **NAME.** The name of the Corporation shall be TRADITIONS HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not for Profit ("Association").

2. **PRINCIPAL OFFICE OR MAILING ADDRESS.** The Principal Office of the Association shall be and its mailing address shall be 604 S. Lake Sybelia Drive, Maitland, Florida 32751. The Principal Office and mailing address may be changed from time to time by the Board of Directors.

3. **PURPOSE.** The purpose for which this Association is organized is to provide an entity pursuant to Florida Law for the operation and maintenance of Common Areas owned by Owners of Lots in the Traditions Subdivision in Orange County, Florida ("Subdivision") developed by Tallman Corporation, a Florida Corporation ("Developer") and to enforce the Subdivision's Declaration of Covenants, Conditions and Restriction ("Declaration").

4. **BOARD OF DIRECTORS.** The business of the Association shall be conducted and managed by a Board of Directors consisting of not less than three members, as fixed from time to time by the By-Laws of this Association and the Board of Directors shall be elected or appointed as provided in the By-Laws of this Association.

5. **INITIAL REGISTERED OFFICE AND AGENT.** The street address of the initial registered office of this Association is and the name of the initial registered agent of this Association at that address is as follows:

Edmund Hampden
604 S. Lake Sybelia Drive
Maitland, Florida 32751

6. **INCORPORATOR.** The name and address of the Incorporator(s) is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Lawrence H. Katz	341 N. Maitland Avenue, Ste. 120 Maitland, Florida 32751

and to foreclose such liens as provided by law for the foreclosure of mortgages on real property.

7.1.8. Management Contract. To contract for the management and maintenance of the Association's property, including the Common Areas and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of Rules and Regulations and maintenance of the Association's property, including Common Areas. The Association, however, shall retain at all times the power and duties, including, but not limited to, the making of assessments, promulgation of Rules and Regulations, and execution of contracts on behalf of the Association. In exercising this power, the Association may contract with Affiliates of itself and the Developer.

7.1.9. Employment. To employ personnel and independent contractors for reasonable compensation to perform the services required for proper administration and operation of the Association, including attorneys at law and accountants.

7.1.10. Payment of Liens. To pay taxes and assessments which are liens against any part of the Association's property, including Common Areas, other than individual Lots and the appurtenances thereto, and to assess the same against the Owners of such Lots.

7.1.11. Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to Owners of individual Lots.

7.1.12. Common Expenses. With regard to the Association's property, including Common areas, to determine the amount of expenses and reserves for a given period.

7.1.13. Deal with Property. To buy, own, operate, lease, sell, trade, encumber, and otherwise deal in and with, both real and personal property as may be necessary or convenient in the administration of the Association.

7.1.14. Management. To exercise, undertake and accomplish all of the rights, duties, and obligations which may be granted to, or imposed upon, the Association.

7.1.15. Borrow Money. To borrow money on behalf of the Association when required in connection with the operation, care,

upkeep, and maintenance of the Association's property, including Common Areas; provided, however, that (i) the consent of at least two-thirds (2/3rds) majority of the Association's voting Members, obtained at a meeting duly called and held for such purpose in accordance with the provisions of the Association's By-Laws, shall be required, and (ii) no lien to secure repayment of any sum borrowed may be created on any Lot and all appurtenances thereto, without the consent of the Owner of such Lot. If any sum borrowed by the Board of Directors is not repaid by the Association, a Lot Owner, who pays the creditor such portion thereof as his interest in the Association's property, including Common Areas, bears to the interest of all the Lot Owners in the Association's property, including Common Areas, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Owner's Lot.

7.1.16. Books and Records. To maintain accounting records for the Association which records shall include, but not be limited to, the record of all receipts and expenditures and an account for each Lot designating the name and current mailing address of the Lot Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account and the balance due.

7.1.17. Entry into Lots. To enter each Lot during reasonable hours when necessary for the maintenance, repair or replacement of any Common Areas, for making emergency repairs necessary to prevent damage to the Common Areas; or, for purposes of enforcing the provisions of the Declaration and the Rules and Regulations established by the Association to govern the conduct of Lot Owners.

7.1.18. Bank Accounts. To maintain bank accounts on behalf of the Association and to designate the signatories required therefor.

7.1.19. Levy Fines. To levy fines against the members for violations of these Articles of Incorporation; the Plat; the Declaration of Covenants, Conditions and Restrictions; the By-Laws and Rules and Regulations established by the Association to govern the conduct of Lot Owners.

7.2. Association Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Lot Owners in accordance with the provisions of these Articles and the Association's By-Laws.

7.3. Distribution of Income. The Association shall make no distribution of income to its Members, directors or officers.

7.4. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Association's By-Laws and Florida Law.

8. MEMBERS.

8.1. MEMBERSHIP. Every person or entity who is a record fee simple Owner of a Lot, including the Developer, at all times so long as it owns all or any part of the property subject to the Declaration, shall be a Member of the Association provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment.

8.1.1. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing a record title to a Lot in the Subdivision and the delivery to the Association of a certified copy of such recorded instrument; the Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior Owner shall be thereby terminated.

8.1.2. Members Share of Association Funds. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Lot.

8.1.3. Voting. On all matters on which the membership shall be entitled to vote there shall be only one (1) vote for each Lot in the Subdivision, which vote may be exercised or cast by the Owner or Owners of each Lot. Should any member own more than one (1) Lot, such member shall be entitled to exercise or cast as many votes as he owns Lots.

8.1.4. Developer's Voting. Nothing herein to the contrary, so long as the Developer shall own more than ten percent (10.0%) of the Lots in the Subdivision, all powers of the Association shall be and are vested in the Developer and each Lot Owner does hereby irrevocably appoint and constitute Developer, such Lot Owner's true and lawful attorney in fact and proxy, to attend and represent such Owner at all annual, general, and special meetings of the Association's Members and for and

on behalf of such Lot Owner to vote on any question, proposition or resolution, including the election of members of the Association's Board of Directors, or any other matter which may come before such meetings or any adjournment thereof upon which the Lot Owner would be entitled to vote if personally present. This irrevocable proxy is coupled with an interest in and to the Developer.

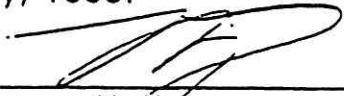
8.2. **Members Meetings.** The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of Members other than the annual meeting.

9. **BY-LAWS.** The power to adopt, alter, amend, change, repeal, or revise By-Laws shall be vested in the Board of Directors, Members, and Developer in the manner provided in the Association's By-Laws.

10. **INDEMNIFICATION.** Every Director, Officer, employee or agent of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred or by reason of their being imposed upon him or her, in connection with any proceeding to which he or she may be made a party or in which he or she may become involved by reason of his or her employment or by reason of his or her being or having been a Director, Officer, employee or agent of the Association, or any settlement thereof, whether or not he or she is a Director, Officer, employee or agent at the time such expenses are incurred, except in such cases wherein the Director, Officer, employee or agent is adjudged liable for gross negligence or willful and wanton misconduct in the performance of his or her duties as such Officer, Director, employee or agent. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, Officer, employee or agent may be entitled including such right of indemnification as set forth in the Association's By-Laws.

11. **AMENDMENT.** The Association reserves the right to amend, alter, change, repeal or revise any of the provisions of these Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation on the 7th day of January, 1999.



Lawrence H. Katz

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of
January, 1999, by Lawrence H. Katz.

Rosalyn Bill
Notary Signature

Rosalyn Bill
Printed Notary Signature
My Commission Expires:

Personally Known X or Produced Identification ____.
Type of Identification Produced _____.

corporation\traditions\art.inc.

 Rosalyn Bill
Commission # CC 754828
Expires August 10, 2002
BONDED THRU
ATI ANTIC BONDING CO., INC.