

ARTICLES OF INCORPORATION

OF

SANDPOINTE TOWNHOUSES OWNERS ASSOCIATION, INC.

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

ARTICLE I

NAME OF THE CORPORATION

The name of the corporation is SANDPOINTE TOWNHOUSES OWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 861 Douglas Avenue, Altamonte Springs, Florida 32714.

ARTICLE III

REGISTERED AGENT

A. E. BLAIR, whose address is 861 Douglas Avenue, Altamonte Springs, Florida 32714, is hereby appointed the initial registered agent of this Association.

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, reservation and architectural control of the residence Lots and Common Area within that certain tract of property described as follows and lying and situate within Orange County, Florida, to wit:

That part of Section 27, Township 23 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the East 1/4 corner of said Section 27; thence run S 00°09'35" W along the East line of the Southeast 1/4 of said Section 27 for a distance of 1277.96 feet; thence run S 89°50'25" W for a distance of 50.0 feet to the West Right-of-Way line of Della Drive and the Point of Beginning.

Thence run S 00°09'35" W along the West Right-of-Way line of Della Drive for a distance of 859.22 feet; thence leaving said Right-of-Way line run S 89°27'20" W for a distance of 55.44 feet; thence run N 10°49'40" W for a distance of 139.00 feet; thence run N 62°02'40" W for a distance of 347.00

feet; thence run N 22°58'52" E for a distance of 200.32 feet; thence run N 00°09'35" E for a distance of 391.54 feet; thence run S 89°50'25" E for a distance of 84.86 feet; thence run S 81°34'04" E for a distance of 101.05 feet; thence run S 89°50'25" E for a distance of 126.33 feet to the Point of Beginning.

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 by recording an Amendment to the Declaration of Covenants, Conditions and Restrictions in the public records of Orange County, Florida and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the public records of Orange County, Florida, and as the same may be amended from time to time as therein provided, the Declaration being incorporated herein as if set-forth at length;

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

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

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

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

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, (notwithstanding the foregoing, Declarant, Bel-Aire Homes, Inc., shall have the right to annex additional residential property and common area as provided in the Declaration);

(g) have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property;

(h) have the reasonable right to enter upon any Lot to make emergency repairs or do other work reasonably necessary for proper maintenance of Lots or Common Areas.;

(i) have and to exercise any and all powers, rights and privileges which a corporation organized under the *non-profit* Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

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

ARTICLE VI

VOTING RIGHTS

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

Class B. The Class B member (s) 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 any of the following events, whichever first occurs:

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

(b) on January 1, 1994.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) directors who need not be members of the association: The number of directors may be changed in accordance with the provisions of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
A. E. BLAIR	944 Larson Drive Altamonte Springs, Florida 32741
ALLEN T. DYE	6825 Tamarind Circle Orlando, Florida 32811

At the first annual meeting at which the members are entitled to elect directors, the members shall elect in accordance with the provisions of the By-Laws.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval of dissolution pursuant to Florida Statute Section 617.05.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendments of these Articles shall require the assent of a majority of each class of members. When Class B membership ceases and is converted to Class A membership, amendment of these Articles shall require the assent of the majority of the entire membership.

ARTICLE XI

OFFICERS

(a) The officers of this corporation who shall serve until the first election of their successors are as follows:

President - A. E. BLAIR

Vice President - ALLEN T. DYE

Secretary-Treasurer - ROBERT B. TONRY

(b) The officers of the Association shall be a President, Vice President and a Secretary-Treasurer, and such other officers as the Board may from time to time by resolution create. Officers shall be elected for a one (1) year term in accordance with the procedures set forth in the By-Laws.

ARTICLE XII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles. Such By-Laws may be amended by the Declarant on its own motion from the date hereof until control is transferred to the members. By-Laws maybe amended at a regular or special meeting of the members by a vote of the majority of a quorum of members, present in person or by proxy, except .that the Federal Housing Administration or Veterans Administration shall have the right to veto amendments while there is a Class B membership.

ARTICLE XIII

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, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XIV

SUBSCRIBERS

The names and residences of the subscribers to these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
A. E. BLAIR	944 Larson Drive Altamonte Springs, Florida 32741
ALLEN T. DYE	6825 Tamarind Circle Orlando, Florida 32811
ROBERT B. TONRY	2012 Howard-Drive Winter Park, Florida 32789

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 8th day of March, 1984.

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
SANDPOINTE TOWNHOUSES OWNERS ASSOCIATION

FIRST: ARTICLE IV OF THE ARTICLES OF INCORPORATION OF SANDPOINTE TOWNHOUSES OWNERS ASSOCIATION, INC. (THE "CORPORATION") ARE AMENDED TO READ AS FOLLOWS (THE UNDERLINED PORTION OF THE FOLLOWING REPRESENTS THE ONLY CHANGE FROM THE PREVIOUSLY STATED ARTICLE IV OF THE ARTICLES OF INCORPORATION AS FILED WITH THE SECRETARY OF STATE, STATE OF FLORIDA ON MARCH 13, 1984)

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, reservation and architectural control of the residence Lots and Common Area within that certain tract of property described as follows and lying and situate within Orange County, Florida, to wit:

That part of Section 27, Township 23 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the East 1/4 corner of said Section 27; thence run S 00°09'35" W along the East line of the Southeast 1/4 of said Section 27 for a distance of 1277.96 feet; thence run N 89°50'25" W for a distance of 50.0 feet to the West Right-of-Way line of Della Drive and the Point of Beginning.

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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 by recording an Amendment to the Declaration of Covenants, Conditions and Restrictions in the public records of Orange County, Florida and for this purpose to:

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

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

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

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

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

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, (notwithstanding the foregoing, Declarant, Bel-Aire Homes, Inc., shall have the right to annex additional residential property and common area as provided in the Declaration);

(g) have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property;

(h) have the reasonable right to enter upon any Lot to make emergency repairs or do other work reasonably necessary for proper maintenance of Lots or Common Areas.

(i) 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.

SECOND: THIS AMENDMENT WAS MADE ON THE 25TH DAY OF APRIL, 1984, BY VOTE OF ALL MEMBERS OF THE CORPORATION UPON RESOLUTION OF THE DIRECTORS OF THE CORPORATION IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 617.016, 617.017 AND 617.018, FLORIDA STATUTES AND ARTICLE X OF THE ARTICLES OF INCORPORATION FOR THE CORPORATION AS FILED WITH THE SECRETARY OF STATE, STATE OF FLORIDA ON MARCH 13, 1984.

IN WITNESS WHEREOF, the undersigned as President and Secretary of the Corporation have respectively executed these Article of Amendment to Articles of Incorporation this 25TH day of APRIL, 1984.

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BY-LAWS OF
SANDPOINTE TOWNHOUSES OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is SANDPOINTE TOWNHOUSES OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 861 Douglas Avenue, Altamonte Springs, Florida 32714, but meetings of members and directors may be held at such places within the State of Florida, Counties of Orange and Seminole, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Sandpointe Townhouses Owners Association, Inc., its successors and assigns.

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

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

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

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

Section 6. "Declarant" shall mean and refer to Bel-Aire Homes, Inc., its successors and assigns if such successors or assigns should acquire more than one 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 Orange County, Florida.

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

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 6:00 o'clock, P.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, **and by at least one of the following: posting such notice in the shadow boxes, sending e-mails and on the Association Web Site,** at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ~~one-third (1/3)~~ **thirty percent (30%)** of the votes ~~of each class of membership~~ shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a board of not less than ~~three (3)~~ **seven (7)** directors, ~~who need not be members of the Association. The initial Board of Directors shall consist of three persons as set forth in the Articles of Incorporation. Upon the conveyance of thirty units to entities other than the Declarant, the number of directors shall be increased to five (5); three shall be appointed by the Declarant and two shall be elected in accordance with the provisions of Article V. Upon the termination of the Class B membership as provided in the Declaration, the number of directors shall be increased to seven (7). So long as the Declarant owns one (1) lot, the Declarant shall be entitled to appoint one (1) director; the remaining directors shall be elected in accordance with the provisions hereof.~~

Section 2. Term of Office. At the first annual meeting at which the members are entitled to elect directors, the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect directors for term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without use, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve ~~for the unexpired term of this predecessor~~ **until the next election at which time the position of the original member will be voted on for the remainder of that term. Any board member not meeting the requirement of being a homeowner of record may complete their current term of office.**

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all

the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Initial Board of Directors. The initial Board of Directors shall be appointed by the Declarant. Upon the expansion of the Board to include directors elected by the members, the directors shall be elected as hereinafter set forth.

Section 2. Nomination. Nomination for election to the Board of Directors to be elected by the members 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 or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director, unless such notice is waived by the Directors.

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment

levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

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

AMENDMENT DATED 18 May 1993:

(f) require that every owner desiring to lease his unit notify the Board of Directors at least two (2) weeks in advance and provide a copy of the proposed Lease to the Board; require that all Leases or rentals be in writing and have a minimum rental period of not less than seven (7) months; limit the maximum number of times a unit owner may rent his unit to not more than two (2) times in any twelve (12) month period; and declare that any owner who is not then current in all financial obligations to the Association be ineligible to rent his unit.

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

(a) cause to be kept a complete record of all its acts and corporate affairs, **including an updated roster of owners and renters, prepare an annual budget, contract for annual audit, prepare an annual Reserve Fund Analysis to insure the Reserves are fully funded: determine the amount required in the Reserve Fund to cover the remaining life of those items with a useful life of more than one (1) year** and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of ~~the Class A~~ members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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

(3) ~~foreclose the~~ **initiate a** lien against any property for which assessments are not paid within ~~thirty (30)~~ **The minimum amount of** days **legally allowed** after due date,

and foreclose said lien, or to bring an action at law against the owner personally obligated to pay the same.

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and to the extent it is convenient or required, to insure the improvements upon the Lots.

The policy of property insurance shall cover all of the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) but including fixtures and building service equipment, to the extent that they are part of the common personal property and supplies.

The policy shall afford, as a minimum protection against the following:

(i) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(ii) all other perils which are customarily covered with respect to projects similar in construction, location and use, including flood insurance, if applicable, and all perils, normally covered by the standard "all risk" endorsement, where such is available. If flood insurance is required it must be in an amount of 100% of current replacement cost of the improvement or the maximum coverage under the National Flood Insurance Program.

(iii) losses covered by general liability insurance coverage covering all Common Areas in the amount of at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of Common Area and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

The hazard policy shall be in an amount equal to 100% of current replacement cost of the insured properties exclusive of land, foundation, excavation and items normally excluded from coverage. The policy shall provide that it may not be cancelled or substantially modified without at least 10 days' prior written notice to the Association.

Any blanket coverage of the Lots which may be provided shall not insure the contents of the improvements and shall not insure against the liability of owners for incidences occurring on the Lots.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as provided in Article XIV hereof;

(g) cause the Common Area and exterior of the improvements on the Lots to be maintained;

(h) to pay all real property taxes and other assessments against the Common Area.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create. **Officers shall have a working knowledge of the governing documents of the Association, including Chapter 720 Florida Statutes, The Declaration of CC&R's & the By-Laws.**

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple Offices. ~~The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one office, of any of the other officers 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:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. **Report minutes of all meetings of the board to all owners via Web site, shadow boxes or written copies available in the office, within 10 days after the meeting has been held.**

Treasurer

(d) The treasurer shall ~~receive~~ **oversee the receipt** and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget **an annual reserve fund analysis** 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 By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or a mortgagee of a Lot. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) 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 attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments .provided for herein by nonuse of the Common Area or abandonment of his Lot.

Amendment dated May 18, 1993:

The Board of Directors may, in its sole discretion, vote to accelerate the assessments for the balance of the then-current budget year for any owner who is delinquent in payment of a financial obligation to the Association, provided that the Board shall first cause the delinquent Owner to receive written notice of the Board's intention to accelerate if payment is not received within such time as the Board may set. Such acceleration shall be effective upon the filing of a Claim of Lien in the Orange County Public Records.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Sandpointe Townhouses Owners Association, Inc., a not –for profit corporation.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of the quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

ARTICLE XIV
FIDELITY BONDS

Section 1. Blanket fidelity bonds shall be required to be maintained by the Association for all officers, directors, trustees or employees of the Association handling or responsible for funds of or administered by the Association whether or not such persons are compensated provided the cost of such fidelity bonds is commercially reasonable as determined by a majority of the Directors of the Association from time to time. Any .management agent that handles funds for the Association should also be covered by its own fidelity bonds. The total amount of the fidelity bond coverage shall be based upon the best business judgment of the Board of Directors and shall not be less than 150 percent of an amount equal to the estimated annual operating expenses of the Association, including reserves.

Except for the fidelity bonds that a management agent obtains for its personnel, the fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds shall be paid by the Association as a common expense. The bond shall provide that it cannot be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days prior written notice to the Association and all first mortgagees.

ARTICLE XV
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 Sandpointe Townhouses Owners Association, Inc., have hereunto set our hands this 8th day of March, 1984.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SANDPOINTE TOWNHOUSES

THIS DECLARATION, made on the date hereinafter set forth by BEL-AIRE HOMES, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Orange, State of Florida, which is more particularly described as:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SANDPOINTE TOWNHOUSES Owners Association, Inc., a Florida corporation not for-profit, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

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

Section 6. "Declarant" shall mean and refer to BEL-AIRE HOMES, INC., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot, or any portion thereof, as security for performance of an obligation.

Section 8. "Mortgagee" means any person named as the Obligee under any Mortgage, as hereinabove defined, or any successor in interest to such person under such Mortgage.

Section 9. "FHA" means The Federal Housing Administration.

Section 10. "VA" means The Veterans Administration.

Section 11. "The Work" means the initial development of the Properties as a residential community by the construction and installation thereon of streets, buildings, and other improvements by Developer.

Section 12. "Recorded" means filed for record in the public records of Orange County, Florida.

Section 13. "Person" means any natural person or artificial legal entity.

Section 14. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, 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.

Section 3. Owners' Other Easements. Each Owner shall have an easement for pedestrian and vehicular ingress and egress over, upon, and across the Common Area for access to his Lot and shall have the right to lateral and subjacent support of his Lot. Such easements of ingress or egress shall be non-exclusive as to all streets and roads situated on the Properties but shall be exclusive as to any driveway, or portion thereof, providing access to a particular Lot and situated on the Common Area. Each owner additionally shall have an exclusive right of use in respect to any portion of the Common Area abutting such Owner's Lot and constituting an enclosed or semi-enclosed patio constructed by Developer as part of the Work for the benefit of such Lot. There shall be reciprocal appurtenant easements for the maintenance, repair, and reconstruction of any part wall or walls, as hereinafter more particularly provided. All such rights and easements granted by this Declaration shall be appurtenant to, and pass with, the title to each Lot.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto, or as between adjacent Lots, or both, for the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms hereof), to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment is caused by willful misconduct on the part of an Owner, Tenant, or the Association.

Section 5. Antennas. No television or radio masts, towers, poles, antennas, aerials, wires, or electromagnetic device, or appurtenances thereto, shall be erected, constructed, or maintained on any Lot in such a manner as to be visible from the exterior of such Lot. Without limitation of the foregoing, all television antennas shall be erected and maintained completely inside the improvements on each Lot and shall be of an "attic type" or such other type as may from time to time be permitted under the Association's rules and regulations.

Section 6. Use of Units. Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for single-family residential purposes shall not be construed as a violation of this covenant.

Section 7. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 8. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Lot or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Lot or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validity imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any Tenant or invitee of any Owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by him or his Tenants or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area or any part thereof, nor shall anything be done therein

which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.

Section 9. Signs Prohibited. No sign of any kind shall be displayed to the public view on any Lot or the Common Area without the prior written consent of the Association, except customary name and address signs and a lawn sign of not more than five square feet in size advertising the property for sale or rent, provided the same are in accordance with rules and regulations adopted by the Association.

Section 10. Parking. No Owner shall park, store, keep, repair, or restore any vehicle, boat, or trailer anywhere upon the Properties, except within the garaged area of each Lot and concealed from view; provided, however, passenger automobile(s), motorcycle(s), or truck(s) of 1/2-ton capacity (or less) may be parked on the driveway area appurtenant to each Lot. The number of vehicles parked on the driveway area shall not be more than two for a Lot containing a two car garage or one such vehicle for a Lot containing a one car garage. Further, the Association may promulgate further rules and regulations affecting the parking of any vehicles on the Lot which appear in the best interests of all Owners. Use of all guest parking areas, if any, on the common area shall be subject to such rules and regulations as may from time to time be adopted by the Association.

Section 11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats, and other customary household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. The Association may prohibit the keeping of any pet anywhere upon the Properties which the Association reasonably determines may constitute a threat to the safety or health of persons lawfully upon the Properties. All owners at all times shall comply with all rules, regulations, ordinances, statutes, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Properties and relating to animals.

Section 12. Rubbish. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot or Common Area except inside the improvements on each Lot or in sanitary containers concealed from view, and in accordance with rules and regulations adopted by the Association.

Section 13. Provisions Inoperative As to Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or its or their contractors, or sub-contractors, from doing or performing on all or any part of the Properties owned or controlled by Developer, or its transferees, whatever they determine to be reasonably necessary or advisable in connection with the completion of the Work, including, without limitation:

(a) erecting, constructing, and maintaining thereon such structures as may be reasonably necessary for the conduct of Developer's business of completing the Work and establishing the Properties as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) conducting thereon its or their business of completing the Work and establishing the Properties as a residential community and disposing of the Properties in parcels by sale, lease, or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Properties in parcels. As used in this

Section and its sub-paragraphs, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

Section 14. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Lots and the Common Area, as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be self-executing without implementation by rules and regulations; but the foregoing shall not be construed as an implied prohibition against the Association's extending the scope of such prohibitions and restrictions by from time to time adopting rules and regulations consistent with this Declaration.

Section 15. Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Common Area except as are expressly enumerated in this Declaration. In the event any Lot is shown or described as bounded by any stream, pond, or any other body of water situated in whole or in part upon the Common Area, all riparian rights therein shall be appurtenant to the Common Area and no attempted grant thereof to an Owner shall be effective as to the Association or the other Owners. In the event any Lot is shown or described as abutting a street, utility easement, or other area dedicated to public use, the underlying fee simple title to such area, if any, shall not pass as an appurtenance to such Lot, but shall be construed as part of the Common Area and Pass an an appurtenance to the Common Area. No provision in any Deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title, and interest in and to the Common Area except as expressly provided in this Declaration. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Common Area shall not pass to the Owner of each Lot any rights therein, except as herein expressly provided, but that such monument shall be a part of the Common Area and all rights therein shall inure to the benefit of the Association and all Owners.

Section 16. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain on the Properties for a period in excess of 5 days. There shall be no major maintenance, repair, or restoration performed on any motor vehicle on or adjacent to any Lot in the Properties. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, shall be parked, stored or located upon any Lot at any time.

Section 18. Use of Streets. The conveyance by Developer to the Association of any portion of the Common Area shall assign to the Association all right, if any, reserved to Developer with respect to such portion of the Common Area by any recorded subdivision plat of the Properties to restrict or to deny, or both, ingress and egress to any person over, across, and through the Common Area, regardless of whether such assignment shall be expressed in the deed of conveyance; provided, however, the Association shall not exercise such right, if any, in such a manner as to interfere with Developer's completion of the Work.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) 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, 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 January 1, 1994.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties; for the improvement and maintenance of the Common Area, and of the exteriors of the buildings situated upon the Properties (as hereinbelow provided); for payment of all taxes assessed to the Association, if any, in respect to the Common Area, or the improvements or personal property thereon, or both; and for the Association's general activities and operations in promoting the recreation, health, safety, and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment shall be \$ 100 Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased each year to reflect the increase, if any, in the Consumer Price Index for all items published by the Bureau of Labor Statistics of the United States Department of Labor; or, if publication of said Index is discontinued, the most nearly comparable successor Index thereto. The maximum annual assessment shall be determined by multiplying the annual assessment then in effect by the Consumer Price Index for the most recent month available and dividing the product thereof by said Index for the same month during the immediately preceding calendar year (for. example, if the computation is being made in November, 1983, to

determine the maximum permitted annual assessment for 1984, and the Index for September, 1983 is the most recent available at the time of computation; then the annual assessment for 1983 shall be multiplied by the Consumer Price Index for September, 1983, and divided by the Consumer Price Index for September, 1982, to determine the maximum 1984 annual assessment). No decrease in the maximum annual assessment shall be required because of any decrease in the Consumer Price Index.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by more than the increase in the Consumer Price Index, as hereinabove provided, by a vote of two-thirds of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the amount set forth herein.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the 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 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

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. Provided, that the Declarant may elect to pay the annual assessments upon unsold Lots owned by the Declarant at a rate equal to twenty-five percent (25%) of the normal annual assessment, for so long as Declarant shall obligate itself to pay all expenses incurred by the Association in excess of the amounts produced from such assessments.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each 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 whether the assessments on a 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 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape

liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the 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 payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Reserves. The Association shall include within the annual assessment amount (but not be limited by the matters for which reserves may be collected as hereafter stated), sums to be collected as reserves for replacement of storm sewers, underdrains for storm water retention, streets, roofs, recreational facilities and painting. Such reserve amounts will be based on a schedule approved and prepared by the Board of Directors on an annual basis. Such schedule of reserve amounts shall be based on the cost of the improvements and their estimated life. This section shall not abrogate, modify, amend or supersede the provisions of any other section of this Article.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due created in favor of the Association and the priority thereof and shall place upon each such purchaser or creditor, other than a first mortgagee, the duty of inquiring of the Association as to the status of assessments against any Lot within the Properties.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors of the Association shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board of Directors, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Properties in the manner hereinafter provided.

Section 2. Committee Authority. The Committee shall have full authority to regulate the use and appearance of the exterior of the Properties to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Properties as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Properties as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration and, in the event the Board of Directors of this Association has not constituted itself as the Committee, such rule and regulations shall

be approved by the Board of Directors prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board of Directors, unless such enforcement authority is delegated to the Committee by resolution of the Board of Directors.

Section 3. Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction, replacements, or attachments of any nature whatsoever shall be made to the exterior of any Lot, including that portion of any Lot not actually occupied by the Improvements thereon, except such as are incidental to those installed, improved, or made by Developer in connection with the Work, until the plans and specifications showing the nature, kind, shape, height, materials, locations, color and approximate cost of the same shall have been submitted to, and approved by, the Architectural Control Committee in writing. The Committee's approval shall not be required of any changes or alterations within a completely enclosed courtyard area, provided the same are not visible from the Common Area or visually objectionable to any adjoining Lot, it being expressly intended that any landscaping within an enclosed courtyard area which is capable of attaining a height in excess of any courtyard fence installed by Developer shall be subject to Committee approval. No Owner shall undertake any exterior maintenance of his Lot which is the duty of the Association, as hereinabove provided, without the prior approval of the Committee. No replacement shall be made by any Owner without the Committee's prior approval, unless the replacement is identical to that utilized by Developer in connection with the Work. Nothing shall be kept, placed, stored, or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by the improvements thereon, or upon the Common Area, without the Committee's prior approval. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove of an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Architectural Control Committee, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

Section 4. Procedure. The Committee may, from time to time, adopt, promulgate, rescind, amend, and revise rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board of Directors of the Association does not constitute itself the Architectural Control Committee, then the Board of Directors, in its discretion, may provide by resolution for appeal of decisions of the architectural Control Committee to the Board of Directors, subject to such limitations and procedures as the Board deems advisable. The Board of Directors of the Association, or the architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Architectural Control Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. The Committee's procedures at all times shall afford the Owner whose lot is affected by Committee action reasonable notice of all Committee proceedings and a reasonable opportunity for such Owner to be heard personally and through representatives of his choosing.

Section 5. Standards. No approval shall be given by the Association's Board of Directors or Architectural Control Committee pursuant to the provisions of this Article unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; and (b) shall protect and conserve the value and desirability of the Properties as a residential community;

and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Properties as a residential community. The Committee may deny any application upon the ground that the proposed alteration will create an undue burden of maintenance upon the Association. In the event additional maintenance may be required, then the Committee shall require an agreed method of payment for such maintenance cost and require security for the payment of same. The Committee may condition the approval of any application upon the Owner's providing reasonable security that the contemplated work will be completely substantially in accordance with the plans and specifications therefor submitted to the Committee.

Section 6. Developer Consent. So long as Developer is a Class "B" member of the Association, any and all actions of the Architectural Control Committee shall have the written approval of Developer unless such approval is waived in writing by Developer's authorized representative.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the buildings upon the Properties and placed on the dividing line between the Lots, shall constitute a party wall, and, to the extent not inconsistent 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 of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, 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 their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

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

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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

ARTICLE VII

STAGE DEVELOPMENTS AND ANNEXATION

Section 1. Annexation without Association Approval. At any time prior to January 1, 1994, the additional lands described in Exhibit "C" attached hereto may be annexed, in whole or in part, by Developer and made subject to the governing provisions of this Declaration without the consent of the Class "A" members of the Association provided that, if an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn, the FHA and VA determine that the annexation is in accord with the general plan for the properties heretofore approved by them. The Properties, buildings, and Owners situated upon all or any portion of the lands described in Exhibit "C" attached hereto shall become subject to the provisions of this Declaration upon recording of an appropriate amendment hereto executed by Developer without the consent of Owners. Until such an amendment is so recorded, no provisions of this Declaration shall be effective as to all or any portion of the lands described in Exhibit "C", nor shall this Declaration constitute a cloud, doubt, suspicion, or encumbrances on the title to said lands.

Section 2. When Association Approval Required. If an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn, and the FHA or VA determine that Developer's detailed plan for the annexed property is not in accordance with the general plan on file with such agency, the annexation of all or any portion of the lands described in Exhibit "C" attached hereto shall be approved by FHA and VA and additionally must have the assent of two-thirds (2/3) of the Class "A" members of the Association who are present and voting in person or by proxy at a meeting duly called for such purpose, written notice of which is to be sent to all members not less than sixty (60) days nor more than ninety (90) days in advance of such meeting, setting forth the purpose thereof. At this meeting, the presence of members or proxies entitled to cast at least sixty percent (60%) of all the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called subject to the notice requirement hereinabove set forth; and the required quorum at any such subsequent meeting shall be members or proxies entitled to cast thirty percent (30%) of the votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Developer retains the right to apply or not to apply, or to withdraw application, for either FHA mortgage insurance or VA mortgage guarantees at any time hereafter. Any annexation approved by the Class "A" members pursuant to the provisions of this Section shall be approved by the FHA or VA, or both, prior to the same becoming effective if an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn.

Section 3. Other Annexations. Annexation of any lands other than those described in Exhibit "C" attached hereto, or annexations of any of the lands within said Exhibit "C" occurring after March 1, 1984, must have the approval of the Association, and the FHA and VA, if applicable, and the procedures set forth in Section 2 of this Article shall apply to such annexations. The same shall become effective upon recording of an appropriate amendment to this Declaration, executed by the Association and the Owners of all interests in the lands annexed.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order, and repair. The Association's duties shall extend to, and include, all streets upon, over, and through the Common Area.

Section 2. Exterior Maintenance. In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, and walls installed by Developer as part of the Work, and replacements thereof and other exterior improvements, except as hereafter expressly limited. The Association's duty of exterior maintenance shall extend to, and include, mowing of any lawn area on any Lot and maintenance and replacement of any landscaping upon any Lot installed by Developer as part of the Work, and replacements thereof. The Association shall maintain, but shall not be required to replace, any driveway installed by Developer as part of the Work, and replacements thereof. The Association's duty of exterior maintenance shall not extend to, nor include, any of the following:

- (a) maintenance, repair, or replacement of glass surfaces or screening;
- (b) maintenance, repair or replacement of exterior doors, including garage doors, and patio gates;
- (c) maintenance or replacement of any trees, shrubs, or landscaped areas installed or created by any Owner in addition to, or in replacement of, the landscaped areas installed by Developer, as part of the Work;
- (d) maintenance, repair, or replacement of any exterior lighting fixtures, mail boxes, or other similar attachments;
- (e) maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, or other casualty;
- (f) maintenance or replacement of any trees, shrubs,
- (g) maintenance or replacement of any area contained within a screened porch;
- (h) replacement of driveways.

Maintenance, repair, or replacement, as the case may be, of any of the foregoing excluded items shall be the responsibility of each Owner. Should any Owner neglect or fail to maintain, repair, or replace, as the case may be, any of the foregoing excluded items, then the Association, after approval by a two-thirds vote of its Board of Directors, may maintain, repair, or replace the same, as the case may be, at such Owner's expense; and the cost thereof shall be added to and become a part of the assessment against such Owner's Lot. If the need for any maintenance, repair, or replacement, as the case may be, pursuant to this section is caused by the willful or negligent act of any Owner, or any member of any Owner's family or household, or any Owner's invitee or tenant, or any member of such tenant's family or household, then the cost thereof shall be added to and become a part of the assessment against such Owner's Lot. The Association additionally shall be subrogated to the rights of such Owner with respect to damage caused by any invitee, tenant, or member of such Tenant's family or household.

Section 3. Right of Entry. The Association, through its employees, contractors, and agents, is hereby granted a right of entry into and upon each Lot to the extent reasonably necessary to discharge the Association's duties of exterior maintenance and for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration, including, without limitation, the discharge of any duty of maintenance or replacement, or both, imposed upon any Owner. Such right of entry shall be exercised in a peaceful and reasonable manner at

reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of the Owner or occupant thereof except when such entry is reasonably necessary for the immediate preservation or protection, or both, of the health or safety, or both, of any person lawfully upon the Properties or of any such person's property. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by the foregoing sections of this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 4. Services for Association. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration.

Section 5. Services for Owners. The Association may contract, or otherwise arrange, with any person or entity to furnish water, trash collection, sewer services, maintenance, replacement, and other common services to all Lots. Any Owner additionally may voluntarily contact with the Association for the Association to perform, or cause performance of, any service benefiting such Owner's Lot at the cost and expense of such Owner. All sums due the Association pursuant to such contact shall be added to and become a part of the assessment against such Owner's Lot. Notwithstanding the foregoing, the Association may not contract with any Owner to provide any service at such Owner's expense which it is the duty of the Association to provide at its own expense under any provision of this Declaration.

Section 6. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's By-Laws.

Section 7. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles of Incorporation, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 9. Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the maintenance of the Common Area, the Association may not authorize capital improvements to the Common Area without Developer's consent during a period of five (5) years from the date of this Declaration. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by Developer as part of the Work and except for personal property related to the maintenance of the Common Area,

ARTICLE IX

RIGHTS OF MORTGAGEES

Upon written request to the Association, identifying the name and address of mortgage holder, insurer or guarantor of a mortgage on the Properties (hereinafter jointly referred to as "Mortgagee"), such Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of 60 days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE X

RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Damage to Common Area. In the event that any portion of the Common Area is damaged or destroyed by casualty, it shall be repaired or restored to substantially its condition prior to the damage or destruction by the Association. Repair or reconstruction of the Common Area shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

Section 2. Damage to the Lots. In the event of damage or destruction to any portion of the improvements on a Lot, the improvements shall be repaired or restored in accordance with the provisions of the applicable insurance requirements. In the event that any party wall is damaged or destroyed, it shall be repaired or restored in accordance with the provisions of Article VI hereof. In the event that the Owner is not required, by the applicable insurance policy, to rebuild the improvements on the Lot the Owner shall clear the debris and have the Lot leveled, within 60 days from the date of destruction or damages.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration; and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys' fees. In the event the Association enforces the provisions hereof against any Owner, the costs and expenses of such enforcement, including reasonable attorney's fees, may be assessed against such Owner's Lot as a special assessment pursuant to the provisions hereof. 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 the right to do so at any time. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorney's fees, in the discretion of the Board of Directors of the Association.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended ~~during the first twenty (20) year period by an instrument signed by not 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, except as provided herein for annexation. Any amendment must be properly recorded~~ at a regular or special meeting of the members, by a vote in person or by proxy of a majority of the entire membership of the Association. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration, signed by the President and Secretary of the Association, setting forth the amendment amongst the Public Records of Orange County, Florida. The recorded Certificate shall contain a recitation that the amendment was duly adopted in accordance with this section.

Section 4. 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 if application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn: Annexation of additional Properties, dedication of Common Area, and amendment of this Declaration.

Section 5. Effect of Recording. Any log situated within the real property described in Exhibit "A" attached hereto shall be deemed to be "subject to assessment, as such term is used in this Declaration, or in the Association's Articles of Incorporation or By-Laws, upon recording of this Declaration; and any Lot annexed pursuant to the provisions hereof shall be deemed "subject to assessment" upon recording of the amendment to this Declaration annexing the same.

Section 6. Dedications. Subject to the requirements of Article II, Section 1, of this Declaration, and of Section 4 of this Article, the Association may dedicate all streets and roads on the Common Area to public use and, upon acceptance of such dedication by the public agency having jurisdiction of the same, the terms and provisions of this Declaration shall not apply to the areas so dedicated to the extent that the provisions of this Declaration are inconsistent with such dedication.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed the day and year first above written.

SIGNATURE WITNESSED BY: BEL-AIR HOMES, INC. a Florida corporation

_____ By: _____
ARMAND E. BLAIR, President

By: _____

Secretary

(Corporate Seal)

AMENDMENTS

TO

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS FOR SANDPOINTE TOWNHOUSES

First Amendment	April 25, 1984	Amended Legal descriptions on Exhibits A and B
Second Amendment	July 3, 1986	Annexed real property to Sandpointe Townhouses
Third Amendment	April 9, 1987	Annexed real property to Sandpointe Townhouses
Fourth Amendment	October 26, 1987	Annexed real property to Sandpointe Townhouses
Fifth Amendment	December 8, 1987	Annexed real property to Sandpointe Townhouses
Sixth Amendment	October 13, 1988	Annexed real property to Sandpointe Townhouses
Seventh Amendment	June 7, 1989	Annexed real property to Sandpointe Townhouses
Eighth Amendment	January 10, 1990	Annexed real property to Sandpointe Townhouses
Ninth Amendment	April 25, 1992	Annexed real property to Sandpointe Townhouses
Tenth Amendment	November 28, 2000	Amended Article XI, Section 3