

RETURN TO:
THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.
ERIN E. WOLLETT, ESQ.
c/o WRIGHT & CASEY, P.A.
340 NORTH CAUSEWAY
NEW SMYRNA BEACH, FL 32169

**NOTICE OF REVIVED
DECLARATION OF COVENANTS AND RESTRICTIONS OF THE ORMOND GREEN**

THIS NOTICE OF REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS OF THE ORMOND GREEN made by The Ormond Green Homeowners Association, Inc., a Florida not for profit corporation ("Association"), is made on the date hereinafter set forth by the Association.

W I T N E S S E T H

WHEREAS, there is of record that certain Declaration of Covenants and Restrictions of The Ormond Green in Official Records Book 3610, Pages 1299 through 1324, Public Records, Volusia County, Florida (hereafter the "Declaration") and as thereafter amended or modified; and

WHEREAS, said Declaration and other governing documents affect certain real property graphically depicted in that certain plat of The Ormond Green Phase I, a Planned Unit Development, as recorded in Map Book 43, Pages 151-152, Public Records of Volusia County, Florida (hereinafter the "Properties"); and

WHEREAS, The Declaration has been extinguished by operation of Chapter 712, Florida Statutes; and

WHEREAS, The Association desires to preserve the existing residential community and revive said Declaration and other governing documents pursuant to Chapter 720, Florida Statutes; and

WHEREAS, The Association held a duly noticed special meeting on November 2, 2023, for the stated purpose of reviving said Declaration and other governing documents pursuant to Chapter 720, Florida Statutes, where a quorum was established and the requisite number of the affected parcel owners did approve the revived Declaration and other governing documents in accordance with Fla. Stat. § 720.406(1)(d); and

WHEREAS, the Association represents the owners of all of the Properties and is thus authorized to subject all Properties to the Revived Declaration; and

WHEREAS, the voting interests of each owner of a Lot, collectively the owners of the Properties, under the Revived Declaration is unchanged and remains the same as set forth under the Declaration; and

WHEREAS, the proportional assessment obligations of each Lot owner under the Revived Declaration is the same as the proportional assessment obligations of each Lot owner under the Declaration; and

WHEREAS, the Revived Declaration contains the same respective amendment provisions as that of the Declaration; and

WHEREAS, the Revived Declaration does not contain any covenants that are more restrictive on the affected Lot owners than the covenants contained in the Declaration; and

WHEREAS, the Revived Declaration was approved by the Florida Department of Economic Opportunity in a letter dated January 19, 2024.

WHEREAS, the Association desires to subject the Properties to the Revived Declaration as set forth below.

NOW THEREFORE, upon recordation of this Notice of Revived Declaration, and in order to maintain the Properties as a first class and quality residential community, to preserve the values and amenities in such community and to maintain certain common areas therein, the Association, for itself, its grantees, successors and assigns hereby declares that all of the Properties shall be held, sold and conveyed subject to: (i) the Declaration of Covenants and Restrictions of The Ormond Green as recorded in Official Records Book 3610, Pages 1299 through 1324, Public Records, Volusia County, Florida, and as thereafter amended including by that certain First Amendment to Declaration of Covenants and Easements dated August 2, 1991, and recorded August 12, 1991, in Official Records Book 3673, Page 1406, Public Records, Volusia County, Florida (ii) the Articles of Incorporation of dated October 23, 1989, recorded on October 27, 1989, and as thereafter amended; and (iii) the By-Laws of the Association dated June 11, 1990 and recorded April 3, 1991 in Official Records Book 3610, Page 1325, Public Records, Volusia County, Florida, and as thereafter amended, and that all of the foregoing are hereby established and imposed upon all of the Properties for the purpose of protecting the value and desirability of, and which shall run with the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed this 25th day of January, 2024.

THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., a Florida Not For Profit Corporation.

Witness: Stacy N Dees
Print Name: Stacy N Dees
Address: 5986 Park Ridge Dr
Port Orange FL 32127

BY: [Signature]
WILLARD DAVIS, PRESIDENT

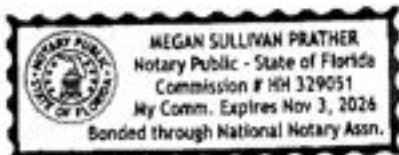
Witness: Stacy N Dees
Print Name: Stacy N Dees
Address: 5986 Park Ridge Dr
Port Orange FL 32127

ATTEST: [Signature]
BRYAN LAMBERT, SECRETARY

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing affidavit was acknowledged before me by means of physical presence or online notarization, this 25 day of January, 2024 by WILLARD DAVIS as PRESIDENT of THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced FL DL as identification.

[SEAL]



[Signature]
Notary Public
Printed Name: Megan S. Prather

My commission expires:

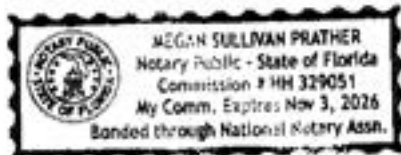
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing affidavit was acknowledged before me by means of physical presence or online notarization, this 25 day of January, 2024 by BRYAN LAMBERT as SECRETARY of THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[SEAL]

[Signature]
Notary Public
Printed Name: Megan S. Prather

My commission expires:



AFFIDAVIT

State of Florida
County of Volusia

Before me, the undersigned authority, personally appeared WILLARD DAVIS, who, being first duly sworn, deposes and states as follows:

1. I am PRESIDENT of the Board of Directors of The Ormond Green Homeowners Association, Inc. (the "Association");
2. By my signature below, I hereby verify that the requirements for the Revived Declaration of Easements, Covenants, Conditions and Restrictions Regarding Phase I of The Ormond Green Homeowners Association, Inc. set forth in Fla. Stat. § 720.404 have been satisfied as required by Fla. Stat. § 720.406(1)(e);
3. Attached hereto as Exhibit "A" is a true and correct copy of the previous declaration of covenants and other previous governing documents of Phase I of the Association, including any amendments thereto, as required by Fla. Stat. § 720.406(1)(b);
4. Phase I of the Association is made up of 51 parcels. Attached hereto as Exhibit "B" is a true and correct copy of the legal description of each Phase I parcel to be subject to the revived declaration and other governing documents and a plat or other graphic depiction of the affected properties in Phase I of the Association as required by Fla. Stat. § 720.406(1)(c);
5. Attached hereto as Exhibit "C" is a true and correct verified copy of the notice of meeting, meeting minutes, attendance and vote results of the requisite number of the affected Phase I parcel owners approving the Declaration of Easements, Covenants, Conditions and Restrictions Regarding Phase I of The Ormond Green Homeowners Association, Inc. and other governing documents of the Association, including any amendments thereto, as required by Fla. Stat. § 720.406(1)(d), together with the proof of notice of the meeting to all affected Phase I owners of the meeting and the minutes of the meeting recording the votes of the affected Phase I property owners certified by a Florida licensed attorney as required by Fla. Stat. § 720.405(6); and

AFFIDAVIT

6. Attached hereto as Exhibit "D" is a true and correct copy of Revived Phase I Declaration of Easements, Covenants, Conditions and Restrictions Regarding The Ormond Green Homeowners Association, Inc., along with the Association's Articles of Incorporation and Bylaws and other previous governing documents of Phase I of the Association, including any amendments thereto, as required by Fla. Stat. § 720.406(1)(a).

FURTHER AFFIANT SAYETH NAUGHT.

THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., a Florida not for profit Corporation

[Handwritten Signature]

By: WILLARD DAVIS
Its: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to and subscribed before me by means of physical presence or online notarization, this 9th day of November, 2023, by WILLARD DAVIS, as PRESIDENT of THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., who is personally known to me or has produced Florida Drivers License as identification.

[SEAL]

[Handwritten Signature]
Notary Public
[Handwritten Signature]
Print, type or stamp commissioned name of Notary Public



KURT D. ZIOLKOWSKI
Notary Public
State of Florida
Comm# HH262727
Expires 5/9/2026

**THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.'S
REVIVED PHASE I DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS REGARDING PHASE I OF THE ORMOND GREEN HOA**


PURSUANT TO CHAPTER 720, SECTION 720.407, FLORIDA STATUTES, THE UNDERSIGNED, AS PRESIDENT AND SECRETARY OF THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., DO HEREBY STATE THAT THE ATTACHED ARE 93 PAGES REPRESENTING THE PHASE I REVIVED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING PHASE I OF THE ORMOND GREEN HOMEOWNERS ASSOCIATION.

**THE ORMOND GREEN
HOMEOWNERS ASSOCIATION, INC.,**
a Florida Not For Profit Corporation



WILLARD DAVIS, PRESIDENT

**THE ORMOND GREEN
HOMEOWNERS ASSOCIATION, INC.,**
a Florida Not For Profit Corporation



**BRYAN LAMBERT, SECRETARY AND
TREASURER**

Exhibit A

Complete Text of Proposed Revived Declaration and Governing Documents

BOOK PAGE
3610 1299
VOLUSIA CO., FL

11
12
15.00

DECLARATION
OF COVENANTS AND RESTRICTIONS
THE ORMOND GREEN
ORMOND BEACH, FLORIDA

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made as of the 11th day of June, 1990, by The Ormond Green Development, Inc., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in Ormond Beach, County of Volusia, State of Florida which is legally described as follows:

The Ormond Green, Phase I, according to the Plat thereof, recorded in Plat Book 43, Page 51-52 of the Public Records of Volusia County, Florida; and

The Ormond Green, Phase II, according to the Plat thereof recorded in Plat Book _____, Page _____ of the Public Records of Volusia County, Florida.

WHEREAS, it is the intention of Declarant to develop the above described property as a residential subdivision known as The Ormond Green; and

WHEREAS, Declarant desires to reserve the right unto itself and others, but not the duty, to add all or any portion of the real property described on Exhibit A attached hereto and made a part hereof (the "Additional Property"), to The Ormond Green as subsequent phases thereof, whereupon such annexed lands shall also be subject to this Declaration of Covenants and Restrictions as provided herein; and

WHEREAS, there is a need to set forth covenants and restrictions, and to grant necessary easements for the use and enjoyment of The Ormond Green and the Additional Property, and provide for the effective administration of the common areas within said subdivision; and

FILED FOR RECORD
CLEAN CIRCUIT COURT
VOLUSIA CO., FL

91 APR -3 PM 2:04

FILED FOR RECORD
RECORD VERIFIED

039003

BOOK PAGE
3610 1300
VOLUSIA CO., FL

WHEREAS, Declarant has caused to be incorporated in the State of Florida a non-profit corporation known as The Ormond Green Homeowners Association, Inc. for purposes of managing the Common Area, collecting assessments and providing for the orderly development, use, and enjoyment of The Ormond Green and future additions thereto.

NOW THEREFORE, Declarant hereby declares that The Ormond Green, Phase I and The Ormond Green, Phase II 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 title to said property and be binding on all parties having any right, title or interest in said property or any part thereof or any additions thereto, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. Definitions. The following words and terms when used in this Declaration and any supplemental declaration, unless the context clearly indicates otherwise, shall have the following meanings:

a. "Association" shall mean and refer to The Ormond Green Homeowners Association, Inc., its successors and assigns. A copy of the By-laws of the Association is attached hereto as Exhibit B.

b. "Property" shall mean and refer to The Ormond Green, Phase I and The Ormond Green, Phase II, and such additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with Article VIII, Section 1, hereof.

c. "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 Property, including contract

BOOK PAGE
3610 1301
VOLUSIA CO., FL

sellers, but excluding those having such interest merely as security for the performance of an obligation.

d. "Plat" shall collectively refer to the subdivision plats of The Ormond Green, Phase I, and The Ormond Green, Phase II, recorded in the Public Records of Volusia County, Florida as hereinabove described.

e. "Common Area" shall mean the real property (including the improvements thereto) owned by the Association for the common benefit and enjoyment of the Owners, and such landscaping, signage and other easements as may hereafter be created by separate grant or reservation in favor of the Association. The following real property shall constitute the Common Area to be owned in fee simple by the Association in accordance with this Declaration:

- (i) That part of the Property designated on the Plat of The Ormond Green, Phase I as Parcel "A", Parcel "B", Parcel "C", Parcel "F", Parcel "G", and "Common Area H".
- (ii) That part of the Property designated on the Plat of The Ormond Green, Phase II as Parcel "A" and Parcel "B".

f. "Conservation Easement" or "Conservation Easement Area" shall mean all areas of the Property subject to special use restrictions as described herein, which areas shall be designated on the Plat and on any subsequently recorded subdivision plat pertaining to the Additional Property or any part thereof and subjected to this Declaration. All Conservation Easements are located in the Common Area owned by the Association and are dedicated to the City of Ormond Beach.

g. "Lot" shall mean and refer to each numbered plot of land shown upon the Plat or any subsequent subdivision plat of future additions to the property.

h. "Declarant" shall mean and refer to The Ormond Green Development, Inc., a Florida corporation, its successors or

BOOK PAGE
3610 1302

assigns. Declarant shall at all times hereafter have the right to assign its rights, privileges, and obligations hereunder, in whole or part, to any successor or nominee.

1. "Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C., and Article IX of Chapter 8 of the City of Ormond Beach Code of Ordinances.

ARTICLE II
PROPERTY RIGHTS

Section 1. Ownership and Maintenance of Common Area.

Declarant shall convey fee simple title to that part of the Property described in Article I, Section 1 (e) to the Association on or before the time of conveyance of the first Lot by Declarant to a party other than Declarant's successor in interest as "Declarant" under this Declaration. The Association shall be responsible for the management, maintenance, repair, and improvement of the Common Area and all Conservation Easement Areas located within the Common Area, including, without limitation, all landscaping, signage, and that part of the Stormwater Management System located thereon. The Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System now or hereafter located within the Common Area in accordance with the ordinances, rules and regulations, as the case may be, of the St. Johns River Water Management District and the City of Ormond Beach, and the permits, engineering plans and specifications pertaining to such drainage facilities as issued or approved by the St. Johns River Water Management District. Any

BOOK PAGE
 3610 1303
 VOLUSIA CO., FL

repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District and the City of Ormond Beach. The Association's responsibility for maintaining the Common Area shall include general maintenance of the grounds, water bodies and upland areas located thereon, including, without limitation, the removal of refuse and the control of grass and vegetation pursuant to the rules of the St. Johns River Water Management District. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System located within the Common Area shall be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., as amended, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. The Board of Directors of the Association shall obtain public liability, property damage, and casualty insurance covering the Common Area and insuring the Association and Owners, as their respective interests appear, in such amounts and coverages as the Board of Directors may determine from time to time.

Section 2. Conservation Easement Areas. Conservation Easement Areas shall be subject to special use restrictions specified on the Plat and in this Declaration. Conservation Easement Areas shall be maintained in their predominantly natural condition as a water recharge, detention, percolation, and environmental conservation area. In furtherance of the Conservation Easement, each of the following uses are hereby prohibited within Conservation Easement Areas except as otherwise permitted under subdivision plans now or hereafter approved by the City of Ormond Beach and the St. Johns River Water Management District:

- a. The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement Areas;

BOOK PAGE
 3610 1304
 VOLUSIA CO., FL

b. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials;

c. The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas;

d. The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas;

e. Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition; and

f. Acts or uses detrimental to such retention of land or water areas.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The Declarant, its successors and assigns, the Association, the City of Ormond Beach, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this Section 2 or on the Plat may be enforced by the St. Johns River Water Management District and the City of Ormond Beach by proceedings at law or in equity including, without limitation, actions for injunctive relief. The restrictions pertaining to Conservation Easement Areas set forth in this Section 2 may not be amended without prior approval from the St. Johns River Water Management District and the City of Ormond Beach.

Section 3. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common

BOOK PAGE
3610 1305

VOLUSIA CO., FL

Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. Rules and Regulations adopted by the Association governing the use and enjoyment of the Common Area.

b. The right of the Association to suspend the voting rights and right to use of the Common Area 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 infractions of its published rules and regulations. In no event may the Association deny any Owner the use of any entrance area so as to prohibit ingress and egress to the Lot owned by such Owner.

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 two-thirds (2/3) of each class of members has been recorded.

Section 4. Easements Affecting the Property.

a. Declarant reserves unto itself and its successors and assigns the right to hereafter from time to time grant such utility and stormwater drainage, retention/detention, and discharge easements over, upon, across, and under the Common Area as it deems necessary for the efficient and economical development, maintenance, and use of the Property and future additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with Article VIII, Section 1 hereof.

b. The Property shall be subject to a nonexclusive easement and right-of-way in favor of the City of Ormond Beach for the purpose of providing emergency vehicular ingress and egress to and from the Property and Pineland Trail. For so long as such easement exists, the roadway improvements and appurtenant facilities constructed thereon, including without

BOOK PAGE
3610 1306

VOLUSIA CO., FL

limitation, improvements constructed upon that part of said easement located upon lands which are not subject to this Declaration, shall be maintained and repaired in its entirety by the Association. The cost and expense of such repairs and maintenance shall be a common expense of the Association.

c. Stemper Enterprises, Inc. for itself and its designees who are successors in title to the Additional Property or any part thereof, is hereby granted a blanket easement together with the right to hereafter grant licenses and easements to third parties, across, over, under, and upon the Common Area, specifically including those Parcels described in Article I, Section 1 (e) hereof and any additions thereto, and those areas described on the Plat as Utility or Drainage Easements for such purposes as are reasonably necessary for the development and use of the Additional Property or any part thereof including, but not limited to, (i) the installation, construction, inspection, maintenance, repair, and improvement of utilities and stormwater drainage facilities, and (ii) the use and modification of utilities and the Stormwater Management System now or hereafter constructed thereon, for conveying, discharging, retaining and detaining stormwater runoff collected on the Additional Property or any part thereof, provided that such use and modification of the Stormwater Management System shall be in compliance with all pertinent permits, rules, and regulations now or hereafter issued by the St. Johns River Water Management District and the City of Ormond Beach. Without limiting the foregoing, Stemper Enterprises, Inc. for itself and its designees is hereby granted an easement upon, over, under and across Parcel "C" as described on the Plat of The Ormond Green, Phase I for the purpose of constructing, maintaining, repairing and improving such signage as it deems appropriate in connection with that portion of the Additional Property adjoining and contiguous with said Parcel "C". Such easement shall include

BOOK PAGE
3610 1307
VOLUSIA CO., FL

the right to install, maintain and improve landscaping and irrigation facilities appurtenant to such signage.

d. There shall be or have been established Conservation Easements and easements for the installation, construction, maintenance, and repair of utilities and drainage facilities, including but not limited to, easements for sewer, irrigation, security, telephone, electric, cable television and stormwater drainage systems. These easements will be established by one or more of the following methods, to wit:

- (i) By specific reservation or grant of easement appearing on the Plat or under this Declaration; or
- (ii) By a specific grant of easement by the Declarant, or other party authorized hereunder, heretofore or hereafter recorded in the Public Records of Volusia County, Florida.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot 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, other than 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, if other than Declarant, the record title holder of any lands subsequently submitted to this Declaration pursuant to Article VIII hereof, and Class B members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be

BOOK PAGE
3610 1308

VOLUSIA CO., FL

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 outstanding in the Class B membership; or

b. On January 1, 2000.

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 Property, 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 an Owner's successors in title unless expressly assumed by such successor them, but the lien for the delinquent assessment shall continue to encumber the Lot in the hands of the successor in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the maintenance, repair, management, and improvement of the Common Area, including, without limitation, all landscaping, drainage facilities and appurtenant structures located thereon, the performance of such repairs and maintenance as it is herein obligated to perform, and to provide services which the Association is authorized to provide,

BOOK PAGE
3610 1309

VOLUSIA CO. FL

including, but not limited to, the payment of taxes, governmental assessments, insurance, labor, management, and supervisory services, equipment, materials, and other costs incurred by the Association in performing its authorized functions.

Section 3. Maximum Annual Assessment. The initial annual assessment, which shall remain in effect until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant's successor in interest as "Declarant" hereunder, shall be \$120.00 per Lot. The annual assessment shall be fixed by the Board of Directors, except that the annual assessment may not be increased in any one year to more than 115% of the assessment for the preceding year except upon the affirmative vote of a majority of each class of members present in person or by proxy at a meeting called in accordance with Section 5 below.

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 the fixtures and personal property related thereto, provided that any such assessment for purposes of a capital improvement shall have the consent of members entitled to cast 2/3 of the votes present 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 a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice

BOOK PAGE
3610 1310
VOLUSIA CO., FL

requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

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 or as otherwise specified by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the day of the first conveyance of a Lot to an Owner other than Declarant's successor in interest as "Declarant" hereunder. Lots owned by Declarant shall not be subject to annual or special assessments. 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. If the proposed assessment exceeds the maximum specified in Section 3 of this Article IV, the Directors shall proceed as specified in Section 4. Written notice of the annual assessment shall be sent to every Owner subject thereto, but failure to receive such notice shall not relieve an Owner or his Lot from liability for such assessment. 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 certificate of the Association signed by any officer or authorized agent 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. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the

BOOK PAGE
 3610 1311
 VOLUSIA CO., FL

Owner(s), his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied. If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including a reasonable attorney's fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

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 to a bank, life insurance company, Federal or State savings and loan association or real estate investment trust, recorded prior to recording of a claim of lien for such assessment. Sale or transfer of any Lot shall not affect the assessment of the 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. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

BOOK PAGE
3610 1312
VOLUSIA CO., FL

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building, improvement fence, wall or other structure, including, without limitation, any dwelling unit, garage, addition, exterior renovation, screen enclosure, or swimming pool, shall be commenced, erected or maintained upon any Lot, including those owned by Declarant, nor shall any exterior addition to or change or alteration therein or thereof be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same are submitted to, and approved in writing by the Architectural Review Committee as described in Section 2 of this Article V. All plans and specification submitted to the Architectural Review Committee shall be evaluated as to harmony of exterior design and location in relation to surrounding structures and topography and as to conformance with the architectural restrictions contained herein, as amended from time to time, and any other relevant considerations which are based upon community standards of planning and construction, including considerations based exclusively on aesthetic factors.

Section 2. Architectural Review Committee. The architectural and control functions of the Association shall be administered and performed by the Architectural Review Committee (the "ARC"), which shall consist of four (4) members, who need not be members of the Association. Except as otherwise provided in this Section 2, the Declarant shall have the right to appoint all of the members of the ARC, as long as it owns at least one Lot. All members of the ARC after Declarant no longer owns at least one Lot shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or the

BOOK PAGE
3610 1313

termination of service of any member thereof, **VOLUSIA CO., FL** filled by the Board of Directors; except that Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARC appointed by Declarant. Notwithstanding the foregoing, Stepper Enterprises, Inc. shall have the right to select, designate, and appoint one-half (½) of the members of the ARC. Stepper Enterprises, Inc., shall have this right so long as it owns the Additional Property or any part thereof or until such time as it notifies Declarant and the Association in writing that it waives and relinquishes such right. Any vacancy occurring on the ARC due to death, resignation, removal or other termination of services of any member appointed by Stepper Enterprises, Inc. shall be filled by Stepper Enterprises, Inc.

Section 3. Amendment of Article V. So long as Stepper Enterprises, Inc. owns the Additional Property, or any part thereof, this Article V may not be amended, modified, or altered in any manner whatsoever without the written consent of Stepper Enterprises, Inc. Such consent shall be required notwithstanding any other provision hereof to the contrary.

ARTICLE VI
RESTRICTIONS

Section 1. Residential Use. The property initially subject to these Covenants and Restrictions shall be used for single-family residential dwelling units, however, the Additional Property or any part thereof hereafter made subject to this Declaration may be used for such purposes as provided by Declarant upon annexing such lands pursuant to Article VIII hereof, which purposes shall be in conformance with all applicable zoning ordinances and applicable PUD Development Plan. No building or other improvement shall be erected upon any Lot without prior ARC approval thereof as elsewhere herein provided. No Lot shall be divided or subdivided, or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more

BOOK PAGE
3610 1314
VOLUSIA CO., FL

contiguous Lots under one ownership. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) platted Lot under the Plat.

Section 2. Dwellings. Any single-family dwelling constructed on any Lot shall not exceed thirty (30) feet in height and will have an attached garage designed for not less than two automobiles. The enclosed living area contained within each single-family dwelling shall not be less than one thousand seven hundred (1700) square feet as measured from the outside face of exterior walls. Garages, decks, porches, and aluminum enclosures shall not be included in calculating enclosed living area. No garage, barn, shed, or storage room may be constructed separate and apart from any residential dwelling. The exterior walls and gables of all dwellings shall be constructed of brick or stucco only.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the ARC for use during construction only.

Section 4. Parking Restrictions. No automobile, truck, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way thereof) overnight or for a continuous period of time in excess of twenty-four (24) consecutive hours. The Association

BOOK PAGE
3610 1315
VOLUSIA CO., FL

may cause all such vehicles to be towed away at the expense of the Owner of the Lot involved

Section 5. Storage Restrictions. No boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of twenty-four (24) consecutive hours) or stored or otherwise permitted to remain on any Lot except in an approved garage attached to the residence. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time in excess of twenty-four (24) consecutive hours) or stored or otherwise permitted to remain on any Lot except in a garage attached to the residence.

Section 6. Livestock and Animals. No livestock, poultry, or animal of any kind or size shall be raised, bred, or kept on any Lot: provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the Owner's Lot and shall not be permitted to roam the Property unless restrained by a collar and leash.

Section 7. Signs. No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any Lot, except a sign approved by the Association giving the name of the occupant of the residence located on such Lot or an approved sign advertising the premises for sale or rent, provided, however, that nothing herein shall prohibit the Declarant from erecting and displaying such informational and advertising signs as the Declarant may deem appropriate or desirable.

Section 8. Restricted Activities. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, nor shall anything be done or permitted to exist on any Lot that may be or may become an annoyance or private or public nuisance. No building or construction materials shall be stored on any Lot outside of a dwelling or garage, other than during periods of actual construction or remodeling.

BOOK PAGE
3610 1316
VOLUSIA CO., FL

Section 9. Dumping Prohibited. No Lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other waste material. All Lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material. All trash, garbage or waste materials shall be kept in sanitary containers either inside the garbage or, when outside, in enclosures adjacent to the Owner's dwelling, suitably screened from view from streets and adjoining Lots. It shall be the responsibility of each owner to remove all debris caused by any and all construction work occurring on such Owner's Lot.

Section 10. Restrictions on Walls, Fences, or Hedges. No wall, fence, or hedge, over six (6) feet in height shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type, and location thereof have been approved by the Architectural Review Committee.

Section 11. Swimming Pools. No above ground pools shall be permitted on any Lot. All swimming pools proposed to be erected, altered or modified on any Lot require the approval of the ARC.

Section 12. Antennas. No external television or radio antennae or other similar devices or structures shall be erected on any Lot without the prior approval of the ARC. Satellite receiving dishes must be installed in accordance with the rules of the Association and applicable governmental ordinances, and with the approval of the ARC. No such installation shall be allowed within setback or easement areas, or on rooftops. All must be completely screened from any adjacent property and street by fencing and/or landscaping as approved by the ARC.

Section 13. At least four (4) trees with a minimum diameter of two (2) inches at four and one-half (4½) feet DBH, or as otherwise required by the tree protection ordinance of the City of Ormond Beach as from the time amended, whichever is more

BOOK PAGE
3610 1317
VOLUSIA CO., FL

restrictive, shall be planted on each Lot on or before the date on which a Certificate of Occupancy is issued with respect to any dwelling constructed on such Lot.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 1. Owners Responsibility. Each Owner shall be responsible for the exterior painting and maintenance of improvements constructed upon such Owner's Lot, including the maintenance, repair, and replacement of roofs, windows, doors, gutters, downspouts and all exterior building surfaces. Each Owner shall also be responsible for the performance of periodic care and maintenance as may be necessary to keep the Lot's landscaping in a healthy, orderly and attractive condition, including without limitation, mowing and trimming all sodded areas and the prompt removal of weeds, leaves, dead landscaping and debris.

Section 2. Failure to Maintain. In the event an Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon in manner satisfactory to the Board of Directors, and as required by this Declaration, the Association, after approval by two-thirds (2/3) vote of the Directors, shall have the right to enter upon the Lot and to repair, maintain and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be a special assessment to get added to and become a part of the assessment to which the Lot is subject.

ARTICLE VIII

FUTURE ADDITIONS

Section 1. Future Additions. Declarant for itself and Stemper Enterprises, Inc. (so long as Stemper Enterprises, Inc. is the owner of all or any part of the Additional Property) and their respective successors and assigns, reserves the right, privilege, and option, but not the obligation or duty, to include the Additional Property or any part thereof under the jurisdiction of

BOOK PAGE
3610 1318
VOLUSIA CO., FL

the Association, which annexed lands shall be subject to this Declaration except as otherwise provided in the Supplemental Declaration effectuating such annexation as hereafter described. Such future additions may be annexed from time to time by filing in the Public Records of Volusia County, Florida, a Supplement to this Declaration describing the annexed property and the covenants and restrictions applicable to such property. Such Supplement to this Declaration shall not require the execution or consent of the Association, or its members, or, in the event lands are submitted to this Declaration by Stepper Enterprises, Inc., the Declarant.

Stepper Enterprises, Inc. shall have the right to assign and transfer to any other party or parties the right, privilege and option to annex additional lands which is reserved herein to Stepper Enterprises, Inc., in whole or in part, provided that such transferee is the owner of the lands to be annexed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, 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 charge now or hereafter imposed by the provisions of this Declaration. The St. Johns River Water Management District and the City of Ormond Beach shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System and the Conservation Easement Areas. Failure of any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs and expenses, including reasonable attorney's fees, incurred by any moving party in any action or legal proceeding which results in the enforcement of any of the provisions hereof, shall be paid by the party compelled to comply with such provisions.

BOOK PAGE
3610 1319
VOLUSIA CO., FL

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Declarant hereby reserves the right to amend, modify, or rescind this Declaration in whole or in part as it in its sole discretion deems necessary, so long as (a) Declarant is a Class B Member, and (b) such amendment, modification, or rescission does not substantially change the character, nature, or general scheme of development of the Property as set forth in this Declaration. Specifically, but not by way of limitation, Declarant has the right to amend such parts of this Declaration as it deems necessary to comply with the guidelines and requirements of the Federal National Mortgage Association or any other mortgage insurer, and such amendments shall not be deemed to substantially change the character, nature, or general scheme of development of the Property. In addition to the manner of amendment set forth above, this Declaration may also be amended by an instrument signed by the Owners not less than Seventy-five percent (75%) of the Lots subject to this Declaration. All amendments or modification of this Declaration must be recorded in the Public Records of Volusia County, Florida. Notwithstanding any contrary provision, any amendment to this Declaration which alters the Stormwater Management System previously approved by the St. Johns River Management District and the City of Ormond Beach, or the Conservation Easement Areas beyond maintenance in their original condition or as hereafter modified pursuant to plans approved by the District and the City of Ormond Beach, including the water management portions of the Common Area, shall require the prior approval of the District and the City of Ormond Beach. So long as Stemper Enterprises, Inc. is the owner of the Additional Lands or

BOOK PAGE
3610 1320

VOLUSIA CO., FL

any part thereof, no amendment shall be adopted which impairs or prejudices the rights of Stamper Enterprises, Inc. hereunder without its prior written consent.

Section 4. Effective Date. This Declaration shall become effective as of June 11, 1990 and thereafter be recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized on the day and year first above indicated.

"Declarant"

THE ORMOND GREEN DEVELOPMENT, INC., a Florida Corporation.

Attest: Paul F. Holub, Sr.
Paul F. Holub, Sr.,
Secretary

By: Paul F. Holub, Jr.
Paul F. Holub, Jr., President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11th day of June, 1990, by Paul F. Holub, Jr. and Paul F. Holub, Sr., the President and Secretary respectively, of The Ormond Green Development, Inc., a Florida corporation on behalf of the corporation.

Clara B. Stampler
Notary Public, State of Florida
at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
CLARA B. STAMPLER
1987

BOOK 3610 1321
VOLUSIA CO., FL

JOINDER AND CONSENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
THE ORMOND GREEN
ORMOND BEACH, FLORIDA

NCNB National Bank of Florida (the "Mortgagee"), being the owner and holder of a certain mortgage from The Ormond Green Development, Inc. of even date herewith, which mortgage encumbers those lands subject to that certain Declaration of Covenants and Restrictions for The Ormond Green dated as of June 11, 1990 and thereafter recorded in the Public Records of Volusia County, Florida, does hereby join in and consent to said Declaration of Covenants and Restrictions. The Mortgagee acknowledges and agrees that this Joinder and Consent shall be attached to said Declaration for purposes of recording in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, NCNB National Bank of Florida has caused these presents to be executed by its duly authorized officer and its corporate seal affixed this 11 day of June, 1990.

Witnesses:
[Signature]
[Signature]

NCNB National Bank of Florida
By: [Signature]

(Corporate Seal):

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11th day of June, 1990 by [Signature], a Vice-President of NCNB National Bank of Florida, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
At Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION ENDS JULY 12, 1991
ISSUED 1989 01/14/91 12:00 PM

EXHIBIT A
LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY

BOOK PAGE
3610 1322
VOLUSIA CO., FL.

A portion of Sections 13 and 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 24, said point being the Point of Beginning; thence $S1^{\circ}16'10''E$ along the East line of said Section 24, 2632.99 feet to the Northerly right-of-way line of Airport Road, a 50 foot right-of-way; thence $S88^{\circ}57'52''W$ along said Northerly right-of-way line 547.46 feet to the intersection of the said Northerly right-of-way line of Airport Road with the Easterly right-of-way line of Pineland Trail, a Volusia County right-of-way; thence $N1^{\circ}02'08''W$ along the said right-of-way line of Pineland Trail 40.00 feet to a Point of Curvature of a curve to the left having a radius of 108.00 feet and a central angle of $90^{\circ}00'00''$; thence along said curve 169.65 feet to a Point of Tangency; thence $S88^{\circ}57'52''W$, 661.24 feet to a Point of Curvature of a curve to the right having a radius of 117.00 feet and a central angle of $74^{\circ}08'00''$; thence along said curve 151.38 feet to a Point of Tangency; thence $N16^{\circ}54'08''W$, 943.91 feet to a Point of Curvature of a curve to the right having a radius of 117.00 feet and a central angle of $4^{\circ}05'08''$; thence along said curve 8.34 feet to a Point of Tangency; thence $N12^{\circ}49'00''W$, 691.09 feet to a Point of Curvature of a curve to the left having a radius of 183.00 feet and a central angle of $4^{\circ}05'08''$; thence along said curve 13.05 feet to a Point of Tangency; thence $N16^{\circ}54'08''W$, 924.64 feet to a Point of Curvature of a curve to the right having a radius of 117.00 feet and a central angle of $42^{\circ}30'36''$; thence along said curve 86.81 feet to a Point of Tangency; thence $N25^{\circ}36'28''E$, 290.28 feet to a Point of Curvature of a curve to the left having a radius of 183.00 feet and a central angle of $42^{\circ}30'36''$; thence along said curve 135.77 feet to a Point of Tangency; thence $N16^{\circ}54'08''W$, 508.98 feet to a Point of Curvature of a curve to the left having a radius of 183.00 feet and central angle of $42^{\circ}30'36''$; thence along said curve 135.77 feet to a Point of Tangency; thence $N59^{\circ}24'44''W$, 297.69 feet to a Point of Curvature of a curve to the right having a radius of 117.00 feet and a central angle of $38^{\circ}25'24''$; thence along said curve 78.46 feet to a Point of Tangency; thence $N20^{\circ}59'20''W$, 631.49 feet to a Point of Curvature of a curve to the right having a radius of 117.00 feet and a central angle of $4^{\circ}05'08''$; thence along said curve 8.34 feet to a Point of Tangency; thence $N16^{\circ}54'08''W$, 647.30 feet; thence $N87^{\circ}09'21''E$, 1178.10 feet; thence $S1^{\circ}09'52''E$, 333.50 feet; thence $N87^{\circ}19'20''E$, 330.00 feet; thence $S1^{\circ}10'04''E$, 334.46 feet; thence $N88^{\circ}44'51''E$, 660.90 feet; thence $N1^{\circ}14'42''W$, 665.95 feet; thence $N89^{\circ}00'20''E$, 660.00 feet to the East line of said Section 13; thence $S1^{\circ}20'16''E$, 2652.73 feet to the Point of Beginning.

LESS AND EXCLUDING the following described real property parcels:

EXHIBIT "A" -Continued

PARCEL 1:

A portion of the Southeast one-quarter of Section 13, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 13; thence N01°20'17"W 1662.44 feet to the point of beginning; thence S88°52'31"W 661.60 feet; thence N01°14'42"W 991.50 feet; thence N89°00'20"E 660.00 feet; thence S01°20'17"E 990.01 feet to the point of beginning.

Said parcel containing 15.03 acres.

3610
1323
VOLUSIA COUNTY

PARCEL 2

A PART OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 24;

THENCE RUN S01°16'10"E ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1107.82 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S01°16'10"E A DISTANCE OF 1525.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD, A 50-FOOT RIGHT-OF-WAY;

THENCE S88°57'52"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 547.46 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PINELAND TRAIL, A 66-FOOT RIGHT-OF-WAY;

THENCE N01°02'08"W ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 108.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY, A DISTANCE OF 169.65 FEET, PASSING THROUGH A CENTRAL ANGLE OF 90°00'00", TO THE POINT OF TANGENCY THEREOF;

THENCE S88°57'52"W A DISTANCE OF 64.60 FEET TO A POINT;

THENCE N73°31'36"E, DEPARTING SAID RIGHT-OF-WAY LINE OF PINELAND TRAIL A DISTANCE OF 93.92 FEET TO A POINT;

THENCE N88°57'52"E A DISTANCE OF 16.57 FEET TO A POINT;

THENCE N01°02'08"W A DISTANCE OF 532.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 950.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 65°41'23", A DISTANCE OF 1089.18 FEET TO THE POINT OF TANGENCY;

THENCE N66°43'31"W A DISTANCE OF 125.04 FEET TO A POINT;

THENCE N23°16'29"E A DISTANCE OF 239.94 FEET TO A POINT;

THENCE N37°06'05"E A DISTANCE OF 116.59 FEET TO A POINT;

THENCE N56°27'30"E A DISTANCE OF 50.00 FEET TO A POINT;

THENCE N78°19'38"E A DISTANCE OF 118.95 FEET TO A POINT;

THENCE N88°43'45"E A DISTANCE OF 177.99 FEET TO A POINT;

THENCE S01°16'15"E A DISTANCE OF 18.00 FEET TO A POINT;

THENCE N88°43'45"E A DISTANCE OF 110.00 FEET TO A POINT;

THENCE N89°46'08"E A DISTANCE OF 50.01 FEET TO A POINT;

THENCE N88°43'45"E A DISTANCE OF 110.00 FEET TO A POINT;

THENCE S01°16'15"E A DISTANCE OF 160.00 FEET TO A POINT;

THENCE S25°35'08"E A DISTANCE OF 47.75 FEET TO A POINT;

THENCE S64°55'49"E A DISTANCE OF 535.84 FEET TO THE POINT OF BEGINNING.

EXHIBIT A - CONTINUED

PARCEL 3

A PART OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE RUN $S01^{\circ}16'10''E$ ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1107.82 FEET TO THE NORTHEAST CORNER OF THE ORMOND GREEN PHASE I,* AS RECORDED IN

MAP BOOK , PAGE , AMONG THE PUBLIC RECORDS OF VOLUSIA COUNTY;

THENCE $N64^{\circ}55'49''W$ ALONG THE NORTHERLY BOUNDARY OF SAID ORMOND GREEN PHASE I, A DISTANCE OF 535.84 FEET;

THENCE $N25^{\circ}35'08''W$ A DISTANCE OF 47.75 FEET TO A POINT;

THENCE $N01^{\circ}16'15''W$ A DISTANCE OF 160.00 FEET TO A POINT;

THENCE $S88^{\circ}43'45''W$ A DISTANCE OF 110.00 FEET TO A POINT;

THENCE $S89^{\circ}46'08''W$ A DISTANCE OF 50.01 FEET TO A POINT;

THENCE $S88^{\circ}43'45''W$ A DISTANCE OF 110.00 FEET TO A POINT;

THENCE $N01^{\circ}16'15''W$, DEPARTING SAID NORTHERLY BOUNDARY OF THE ORMOND GREEN PHASE

I, A DISTANCE OF 222.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF $35^{\circ}54'03''$, A DISTANCE OF 344.62 FEET TO A POINT;

THENCE $N52^{\circ}49'42''E$ A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCENTRIC TO THE ABOVE DESCRIBED CURVE, HAVING A RADIUS OF 660.00 FEET, A CHORD BEARING OF $N38^{\circ}36'24''W$ AND A CHORD DISTANCE OF 33.06 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF $02^{\circ}52'12''$, A DISTANCE OF 33.06 FEET TO A POINT;

THENCE $N49^{\circ}57'30''E$ A DISTANCE OF 50.00 FEET TO A POINT;

THENCE $N01^{\circ}35'38''W$ A DISTANCE OF 168.10 FEET TO A POINT;

THENCE $N88^{\circ}24'22''E$ A DISTANCE OF 344.94 FEET TO A POINT;

THENCE $S01^{\circ}35'38''E$ A DISTANCE OF 64.32 FEET TO A POINT;

THENCE $N88^{\circ}24'22''E$ A DISTANCE OF 262.00 FEET TO A POINT;

THENCE $S01^{\circ}16'10''E$ A DISTANCE OF 85.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF $89^{\circ}40'32''$, A DISTANCE OF 39.13 FEET TO A POINT OF CUSP;

THENCE $N88^{\circ}24'22''E$ A DISTANCE OF 184.86 FEET TO THE POINT OF BEGINNING.

* The Ormond Green Phase I is described as Parcel 2 above.

BOOK
3640
VOLUSIA CO. FL
1324
A

BOOK PAGE
3610 1325
VOLUSIA CO., FL

Exhibit B to Declaration

BY-LAWS
OF
THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit under
the Laws of the State of Florida.
(Adopted on June 11, 1990)

ARTICLE 1
IDENTITY

These are the By-Laws of The Ormond Green Homeowners Association, Inc. called the "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida.

1.1 The office of the Association shall be at 149 Broadway, Daytona Beach, Florida 32118.

1.2 The fiscal year of the Association shall be the calendar year, or such other year as the Board of Directors may designate.

1.3 The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

1.4 "Declaration" shall mean that certain "Declaration of Covenants and Restrictions of The Ormond Green" dated as of June 11, 1990.

1.5 "Developer" shall mean The Ormond Green Development, Inc., a Florida corporation, or any successor to which it assigns its rights under the Declaration and the Articles of Incorporation and By-Laws of the Association.

1.6 "Eligible Member" shall mean those members of the Association whose voting rights have not been suspended by the

BOOK PAGE
3610 1326
VOLUSIA CO., FL

Board of Directors of the Association in accordance with these By-Laws.

1.7 "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Members and all property described as "Common Area" in the Declaration and on the subdivision map of The Ormond Green Phase I and The Ormond Green Phase II recorded in the Public Records of Volusia County, Florida which describes the property which is subject to and described in the Declaration.

1.8 "Property" shall mean or refer to that certain real property which is subject to and described in the Declaration, and such additions thereto as is hereafter brought within the jurisdiction of the Association by annexation.

1.9 "Lot" shall mean or refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

1.10 "Member" shall mean or refer to those persons entitled to membership in the Association as provided in the declaration.

1.11 "Class B Member" shall be the Developer and the record title holder of any lands hereafter submitted to the Declaration in accordance therewith.

ARTICLE 2

MEMBERSHIP, VOTING, QUORUM, PROXIES

2.1 The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article 5 of the Articles of Incorporation of the Association, which provisions are incorporated herein by reference.

BOOK PAGE
 3610 1327
 VOLUSTA CO., FL

2.2 At members' meetings, a quorum shall consist of Members, present in person or by proxy entitled to cast a majority of all the votes of each class of membership of the Association. Actions approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Association, except when approval by a greater number of members is required by the Declaration, the Articles of Incorporation, or other provisions of these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

2.3 Votes may be cast in person or by proxy. Proxies may be made by any person eligible to vote and shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

2.4 So long as there are Class B Members, the actions, policies and programs of the membership shall not be implemented or become effective unless approved by a majority of the votes of the Class B Members in writing. Nothing herein shall prevent the Class B Members from terminating their right of disapproval prior to the conversion of Class B membership. Such termination shall be accomplished by delivering written notice of the Class B Members' intention to terminate their right of disapproval to the Board of Directors of the Association.

2.5 So long as there is a Class B membership, as such term is defined in the Declaration, the Association shall not enter into any lease or contract, including, but not limited to, a management contract, unless the terms and provisions of such lease or contract provide a right of termination, without cause, which may be exercised by the Association without penalty at any time after the Class B membership converts to Class A membership in accordance

BOOK PAGE
 3610 1328
 VOLUSIA CO., FL

with the Declaration, upon not more than ninety (90) days notice to the other party. Notwithstanding anything herein to the contrary, this paragraph shall not apply to mortgages or other liens securing the indebtedness of the Association.

ARTICLE 3
ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

3.1 The Annual Members' Meeting shall be held at such place in Volusia County as is designated by the Board of Directors, on such day in February of each calendar year as the Board of Directors shall designate, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

3.2 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members of the Association owning a majority of lots.

3.3 Notice of all members' meetings, stating the time and place and the purpose for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fifteen (15) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meetings.

3.4 The vote of the owners of a lot owned by more than one person or by a corporation or other entity, will be cast by the person named in a Voting Certificate signed by all of the owners of the lot and filed with the Secretary of the Association, and

BOOK PAGE
3610 1329
VOLUSIA CO., FL

such Certificate shall be valid until revoked or until superseded by a subsequent Certificate. A Voting Certificate designating the person entitled to cast the vote for a lot may be revoked by any one of the owners of the lot. If such a Certificate is not on file, the vote of such owner shall not be considered in determining the requirements for a quorum, nor for any other purpose.

3.5 If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time and call another meeting subject to the notice requirements set forth herein, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

ARTICLE 4
BOARD OF DIRECTORS

4.1 The Board of Directors of the Association shall consist of three (3) persons, who need not be members of the Association, and who may be authorized representatives, officers or employees of a corporate member of the Association.

4.2 Election of directors shall be conducted in the following manner:

a. The initial Board of Directors of the Association shall be appointed by Developer and shall hold office until their successors are elected or selected in accordance with these By-Laws at the first Annual Meeting of the membership. The names and address of the members of the first Board of Directors are set forth in Article 7 of the Articles of Incorporation of the Association, the provisions of which are incorporated herein by reference.

BUON PAUL
3610 1330
VOLUSIA CO., FL

b. The Class B Members shall, at the beginning of the election of the Board of Directors, designate the members of the Board of Directors that they are entitled to designate in accordance with Section 4.8 of these By-Laws, and upon such designation by the Class B membership, the individual or individuals so designated by the Class B Members shall be directors of the Association for all purposes, and shall thenceforth perform the office and duties of such directors until their successors have been selected or elected in accordance with the provisions of these By-Laws and the Articles of Incorporation.

c. All members of the Board of Directors whom the Class B membership shall not be entitled to designate and select shall be elected by a plurality of the votes cast at the special meeting called to elect the members of the Board of Directors.

d. Other than the special elections of successor directors to those appointed by the Class B membership, the election of directors shall be held at the Annual Members' Meeting.

e. A nominating committee of not more than five (5) members of the Association shall be appointed by the Board of Directors not less than forty (40) days prior to the Annual Members' Meeting. The committee shall nominate one (1) or more persons for each director then serving. A director then serving may be nominated to a successive term. Additional nominations may be made from the floor at the time of the meeting.

f. The election of directors shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. There shall be appurtenant to each lot as many votes for directors as there are directors to be elected, provided, however, that no member may cast more than one vote for each Lot owned by that member for any person nominated as a director, it

BOOK PAGE
3610 1331
VOLUSIA CO., FL

being the intent hereof that voting for director shall be non-cumulative. A ballot may be incorporated in the proxy form.

g. Except as otherwise provided herein, vacancies in the Board of Directors occurring between Annual Meetings of the members of the Association shall be filled by the remaining directors, unless the vacancy is in a Board of Directors seat appointed by the Class B membership, in which case the Class B membership shall appoint the successor.

h. Any director elected by lot owners other than the Class B membership may be removed by a concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the membership of the Association at the same meeting.

i. None of the directors selected by the Class B membership shall be subject to removal by the members other than the Class B membership.

j. The Class B membership shall have the absolute right at any time, in its sole discretion, to replace any person or persons appointed by it to the Board of Directors with another person or other persons to serve on said Board of Directors. Replacement of any person designated by the Class B membership to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name of the person to be replaced, and the name or names of the person designated as successor to the person so removed from the Board of Directors.

k. The term of each Director's service will extend until the next Annual Meeting of the members, and subsequently until his

BOOK PAGE
3610 1332
VOLUSIA CO., FL

successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.3 The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors, at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

4.4 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors and shall be open to all lot owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting.

4.5 Special Meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one third (1/3) of the votes of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.6 Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.7 A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If any Directors' meeting cannot be organized because a quorum has not attended, the Directors who are present may adjourn the meeting from time to time until a quorum

BOOK	PAGE
------	------

3610	1333
------	------

VOLUSIA COUNTY

is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

4.8 So long as the Class B membership exists, as such term is defined in the Declaration, the Class B Members shall be entitled to designate all of the members of the Board of Directors. After the Class B membership converts to Class A membership in accordance with the Declaration, the Class B members' right to designate the members of the Board of Directors shall terminate, and the election of all directors at the first Annual Meeting of the membership thereafter shall be in accordance with Section 4.2(f) hereof. All members of the Board of Directors whom the Class B membership is entitled to designate and select shall be elected by a plurality of the votes cast by Class B Members at a special meeting of Class B Members called by any Class B Member for the purpose of electing directors to be designated by the Class B membership. Voting by Class B Members shall be noncumulative, and each Class B Member may cast three (3) votes for each Lot owned by that member for any person nominated as a director. Persons may be nominated as a prospective director by any Class B Member.

4.9 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes of the State of Florida, the Articles of Incorporation of the Association, these By-Laws and the Declaration. Without limiting the generality of the foregoing, the Board of Directors shall have the power:

a. To make, levy and collect assessments against members and lots to defray the costs of the Association and to use the

BOOK PAGE
 3610 1334
 VOLUSIA CO., FL

proceeds of said assessments in the exercise of the powers and duties granted to the Association;

b. To maintain, repair, replace, and operate property owned by the Association and to maintain the Common Area as required under the Declaration, and grant such easements over, upon, across, and under the Common Area as the Board of Directors deems to be in the best interest of the Association and its Members.

c. To procure and maintain adequate comprehensive general liability and hazard insurance for the protection of the Association and its property; as well as liability insurance for the protection of the Directors.

d. To make and amend regulations governing the use of the property owned by the Association, including but not limited to the Common Area, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and the Declaration;

e. To contract for the management of the Association and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by law or the Declaration to have approval of the membership of the Association;

f. To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association and the Declaration.

g. To pay all taxes and assessments which are liens against the Common Area and other property of the Association, and to assess the same against the members and their respective lots;

BOOK PAGE
 3610 1335
 VOLUSIA CO., FL

h. To employ personnel and engage professionals for reasonable compensation to perform the services required for proper administration of the Association;

i. To suspend the right of any Class A member of the Association to vote in Association matters, upon such member's failure to pay when due, any assessment duly assessed upon such member's lot by the Association or upon such member's violation of any covenant or restriction of the Declaration. Voting rights of a Class A member shall only be suspended by a majority of the Board of Directors at a meeting occurring no earlier than fifteen (15) days after mailing by certified U.S. Mail a notice of such meeting to the affected member. Such notice shall state the time, place, and purpose of the meeting together with a description of the defaults and/or violations charged. The voting rights of any member suspended in accordance herewith shall be automatically reinstated upon full payment of amounts owed to the Association and compliance with all applicable covenants and restrictions.

j. To take such other actions as may be reasonably necessary to fulfill responsibilities of the Association as set forth in the Articles of Incorporation and the Declaration.

ARTICLE 5
OFFICERS

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President and a Secretary-Treasurer, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary to manage the affairs of the Association.

3610 1336
VOLUSIA CO., FL

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including, but not limited to, the power to appoint such committees from among the members, as he in his sole discretion may determine appropriate, to assist in the conduct of the affairs of the Association. He shall also be the voting representative of the Association to the Master Association.

5.3 The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary-Treasurer, as Secretary, shall keep the minutes of all proceedings of the directors and the members, and attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. Any Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Secretary-Treasurer, as Treasurer, shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.6 The compensation of any employee of the Association shall be fixed by the directors. The Board of Directors is not precluded from employing a director as an employee of the Association and

BOOK PAGE
3610 1337

VOLUSIA COUNTY

compensating him as an employee, nor precluded from contracting with a director for the management of the Association.

ARTICLE 6
FISCAL MANAGEMENT

6.1 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each lot. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments. As 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 Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent, and such delinquent assessments shall be subject to penalties and interest as set forth in the Declaration. In the event of any delinquency in the payment of assessments, the Association is empowered to commence an action of law against the Owner personally obligated to pay such assessments or foreclose its lien upon the Lot against which such delinquent assessments are owed.

6.2 The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate.

6.3 The Board of Directors will adopt a budget for each fiscal year, which shall include the funds required to defray all estimated expenses of the Association. A copy of the annual budget and assessments shall be mailed to each lot owner at the last address shown for such owner on the Association's records not less than thirty (30) days prior to the date on which the first installment of such assessment is due. The notice shall specify whether such assessment shall be payable in monthly installments

BOOK
3610 1338
VOLUSIA CO., FL

in advance or in quarterly installments in advance. Anything hereinabove to the contrary notwithstanding, each lot owner shall be responsible for assessments on his lot and each lot shall be subject to lien therefor regardless of whether or not the lot owner actually receives a copy of the budget and notice of assessment prior to the due date.

6.4 In the event a previously adopted budget shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expenses for the ensuing year and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet such expenses for the year.

6.5 If any Class B Member holds Lots for sale in the ordinary course of business, no action shall be taken by the Association that would, in the sole discretion of the Class B Member whose Lots are affected, be detrimental to the sale of Lots or units by the Class B Member without the written approval of such Class B Member. An increase in assessments for common expenses without discrimination against the Class B membership shall not be deemed to be detrimental to the sale of Lots or units.

6.6 The depository of the Association shall be such institutions whose deposits are insured by an agency of the U.S. Government as shall be designated from time to time by the Directors. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the Directors.

6.7 The Association shall make available to Members and holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Law, other rules concerning the administration of the Property under the jurisdiction of the

BOOK PAGE
3610 1339

VOLUSIA CO., FL

Association. The term "available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

ARTICLE 7
PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

ARTICLE 8
AMENDMENTS

8.1 These By-Laws may be amended, modified, or rescinded in whole or in part by a majority of the Class B membership, as it in its sole discretion deems necessary or desirable, so long as such amendment, modification, or rescission does not (a) substantially change the character, nature, or general scheme of development of the Property as set forth in the Declaration and (b) does not materially adversely affect any Class B Member.

8.2 In addition to the manner of amendment set forth in Section 8.1 above, these By-Laws may be amended in the following manner:

a. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by members of the Association owning a majority of the lots subject to the Declaration, whether meeting as members or by instrument in writing signed by them.

b. Upon any amendment to these By-Laws being so proposed, such proposed amendment shall be transmitted to the

BUON
3610 1340
VOLUSIA CO., FL

President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment. It shall be the duty of the Secretary to give to each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment in reasonably detailed form. Notice shall be mailed to or presented personally to each member not less than fourteen (14) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited postage prepaid in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association. Any member may, by signed waiver, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of notice to such member. At such meeting the amendment or amendments proposed must be approved by the affirmative vote of members owning not less than seventy-five percent (75%) of the lots described under the Declaration and any supplement thereto, in order for such amendment or amendments to become effective.

c. At any meeting held to consider any amendment or amendments of these By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

d. In the alternative, an amendment may be made by an agreement signed and acknowledged in the manner required for execution of a deed by the record owners of seventy-five percent (75%) of the lots described under the Declaration and any supplement thereto.

BOOK PAGE
3610 1341
VOLUSIA CO., FL

8.3 No amendment to these By-Laws which would abridge, amend or alter the rights of the Class B membership may be adopted or become effective without the prior written consent of those Class B members holding a majority of the votes of the Class B membership.

ARTICLE 9
DISSOLUTION OF ASSOCIATION

9.1 In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system located within the Common Area shall be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., as amended and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

The foregoing was adopted as the By-Laws of The Ormond Green Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 11th day of June, 1990.

THE ORMOND GREEN HOMEOWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

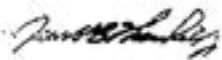
Paul F. Holub, Sr.
Paul F. Holub, Sr., Secretary

Approved:

Paul F. Holub, Jr.
Paul F. Holub, Jr., President

BOOK PAGE
 3673 1406
 VOLUSIA CO., FL

FILED FOR RECORD
 RECORD VERIFIED
 099965


 CLERK OF THE CIRCUIT
 CITY COURT VOLUSIA CO., FL.
 91 AUG 12 AM 9:23

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
 THE ORMOND GREEN
 ORMOND BEACH, FLORIDA

This Amendment to Declaration of Covenants and Restrictions made this 2 day of August, 1991, by THE ORMOND GREEN DEVELOPMENT, INC., a Florida corporation, hereinafter referred to as the "Developer"

W I T N E S S E T H:

WHEREAS, Developer originally filed and recorded in Official Record Book 3610, page 1299, Public Records of Volusia County, Florida, a Declaration of Covenants and Restrictions, The Ormond Green, Ormond Beach, Florida, setting forth uniform protective covenants, affecting the property more particularly described therein; and

WHEREAS, pursuant to Article IX, Section 3, Developer reserves the right to amend, modify or rescind such parts of the Declaration of Covenants and Restrictions, as it, in its sole discretion, deems necessary or desirable; and

WHEREAS, the Developer, in its sole discretion deems it necessary and desirable to amend the Declaration of Covenants and Restrictions, The Ormond Green, Ormond Beach, Florida, as set forth below;

NOW THEREFORE, Developer hereby amends the Declaration of Covenants and Restrictions, The Ormond Green, Ormond Beach, Florida, recorded as referenced above, as follows:

1. Amend Article V, ARCHYTECTURAL CONTROL, Section 1,

BOOK PAGE
3673 1407
VOLUSIA CO., FL

Architectural Control, found on page 14 of the Declaration of Covenants and Restrictions by adding the following subparagraphs:

- "a. All roof structures shall have a minimum of a 5/12 pitch. All roofing materials shall be approved by the Architectural Review Committee and shall consist of an architectural grade shingle or cement tile.
- b. Each Owner will submit a landscape plan with his house plans to the Architectural Review Committee. The landscape plan is required to have adequate foliage. The landscape plan must also show a sprinkler system with adequate coverage. All wells must be "deep" wells defined as in excess of fifty (50) feet."

2. Amend Article VII, EXTERIOR MAINTENANCE, Section 1, Owners Responsibility, found on page 19 of the Declaration of Covenants and Restrictions by adding the following:

"All owners must have a sprinkler system with adequate coverage. All irrigation wells installed shall be "deep" wells defined as in excess of 50 feet."

3. Developer's Right to Amend. The Developer, or a successor Developer, reserves the right to amend any of the provisions contained herein consistent with Article IX, Section 3, Amendment.

IN WITNESS WHEREOF, the Developer has caused this Amendment to Declaration of Covenants and Restrictions to be executed this 2 day of August, 1991.

THE ORMOND GREEN DEVELOPMENT, INC.
a Florida corporation

Catherine M. Huber
Catherine M. Huber
Debbie Gormley
Debbie Gormley

By: Paul F. Holub, Jr.
Paul F. Holub, Jr., President

ATTEST: Paul F. Holub Sr.
Paul F. Holub, Sr., Secretary

[CORPORATE SEAL]

BOOK PAGE
3673 1408
VOLUSIA CO., FL

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2 day of August, 1991, by Paul F. Holub, Jr. and Paul F. Holub, Sr., the President and Secretary respectively of The Ormond Green Development, Inc., a Florida corporation on behalf of the corporation.

Catherine M. Huber
Notary Public, State of Florida
at Large Catherine M. Huber

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 24, 1994
BONDED BY CU ATHENS AGENCY INC.

d:\and.og

099965

This Instrument Prepared By:
Jeffrey C. Sweet, Esq.
Pink & Sweet
Post Office Box 5386
Daytona Beach, FL 32118

BOOK PAGE
3719 4945
VOLUSIA CO. FL

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made and entered into on this 14 day of JANUARY, 1992, by Stemper Enterprises, Inc., a Florida corporation ("Stemper"), and The Ormond Green Development, Inc., a Florida corporation ("Ormond Green"), joined by The Ormond Green Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association") in favor of Ormond Green, the Association and the City of Ormond Beach, a Florida municipal corporation (the "City"),

W I T N E S S E T H:

WHEREAS, Stemper is the owner of certain real property located in Volusia County, Florida as more particularly described in Exhibit A attached hereto and made a part hereof (the "Stemper Property"); and

WHEREAS, Ormond Green is the owner of certain real property adjoining and contiguous with the Stemper Property, which property is more particularly described in Exhibit B attached hereto and made a part hereof (the "Ormond Green Property"); and

WHEREAS, the City desires an easement for ingress and egress traversing the Stemper Property and the Ormond Green Property as hereafter described as a condition for granting final approval of a plat of subdivision pertaining to the Ormond Green

FILED FOR RECORD
RECORD VERIFIED
92 JAN 16 AM 11:48
CLERK OF THE COUNTY OF VOLUSIA, FL

006468

BOOK PAGE
3719 4946
VOLUSIA CO.,FL

Property known as The Ormond Green P.U.D., Phase I and Phase II;
and

WHEREAS, Ormond Green has agreed to construct certain roadway improvements to facilitate the use of such easement and desires a temporary construction easement upon the Stepper Property for such purpose; and

WHEREAS, the Association is undertaking the responsibility and obligation of maintaining and repairing roadways and other improvements to be constructed on the Easement Premises (as hereafter defined) and desires an easement for such purposes; and

WHEREAS, Stepper and Ormond Green desire to grant such easements over, across and upon those portions of their respective properties as described on Exhibit C, attached hereto and made a part hereof, which portions shall be collectively referred to as the "Easement Premises".

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00), the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stepper and Ormond Green hereby agree to grant the easements described herein under the following terms and conditions:

1. Grant of Easement for Ingress and Egress. Stepper and Ormond Green, each as to that portion of their respective properties on which the Easement Premises is located hereby grant

BOOK PAGE
3719 4947
VOLUSIA CO., FL

to the City a non-exclusive easement and right-of-way for public emergency vehicular ingress and egress over and across the Easement Premises. Stemper and Ormond Green each reserve the right to use that portion of their respective properties on which the Easement Premises is located for any lawful purpose which is not inconsistent with the rights granted to Grantee hereinabove.

2. Construction of Improvements Upon the Easement Premises. All roadway improvements and appurtenant facilities which are necessary to facilitate the use of the easement for ingress and egress granted herein shall be constructed by Ormond Green in accordance with such requirements and specifications as are established by the City of Ormond Beach as a condition of plat approval for The Ormond Green P.U.D., Phase I and Phase II. Stemper hereby grants Ormond Green, and its employees, agents, and contractors, a temporary non-exclusive construction easement upon that portion of the Easement Premises located on the Stemper Property, which easement shall be for the sole purpose of constructing such improvements and appurtenant facilities upon the Easement Premises. Said construction easement shall automatically terminate upon the completion of such construction. Ormond Green hereby agrees to pay for all work, labor, and materials furnished in connection with constructing such roadway improvements and appurtenant facilities. If any mechanics' lien is recorded against the Stemper Property or any part thereof by reason of such work, labor or materials furnished in connection with constructing such

BOOK PAGE
3719 4948
VOLUSIA CO., FL

improvements, Ormond Green hereby agrees to cause such lien to be discharged of record within thirty (30) days after notice thereof, by payment, transfer to other security or otherwise. Ormond Green shall indemnify and hold Stemper harmless from and against any and all claims, damages, liability and losses occasioned in whole or in part by such construction.

3. Maintenance of Easement Premises. All roadway improvements and appurtenant facilities constructed upon the Easement Premises by Ormond Green shall be maintained and repaired by the Association in accordance with that certain Declaration of Covenants, Conditions, and Restrictions of The Ormond Green dated as of June 11, 1990, and recorded in the Public Records of Volusia County, Florida. To facilitate such maintenance and repair of the Easement Premises, Stemper and Ormond Green, each as to that portion of their respective properties on which the Easement Premises is located, hereby grant the Association and its employees, agents and contractors, a non-exclusive easement over and across the Easement Premises for the purpose of repairing and maintaining such improvements and appurtenant facilities located thereon. Said easement for the repair and maintenance of the Easement Premises shall exist and terminate concurrently with the easement for ingress and egress granted to the City hereunder.

4. Relocation of Easement Premises. Stemper reserves the right to relocate that portion of the Easement Premises located on the Stemper Property, provided that Stemper shall improve the

BOOK PAGE
3719 4949
VOLUSIA CO., FL

relocated easement area with a roadway comparable to the one existing on the Easement Premises prior to such relocation and further provided that such roadway provide ingress and egress to and from The Ormond Green P.U.D., Phase I, which is approved by and acceptable to the City. Upon completion of such roadway upon the relocated easement, Stepper shall deliver to the City and the Association an amendment to this Easement Agreement in recordable form relocating the Easement Premises (subject to the relocation and termination provisions contained herein), whereupon the relocated easement shall become effective and an appropriate release of the Easement premises described herein as originally located upon the Stepper Property shall be executed by the parties hereto and recorded in the Public Records of Volusia County, Florida. The relocation of the Easement Premises in whole or in part pursuant to this Paragraph 4 shall not operate to release or in any way whatsoever diminish the Association's obligation to maintain the Easement Premises as provided in said Declaration of Covenants, Conditions, and Restrictions.

5. Termination of Easement. The easements granted hereunder shall automatically terminate and expire at such time as (i) a subdivision plat pertaining to the Stepper Property or that portion of which encompassing the Easement Premises, is approved by the City of Ormond Beach and filed in the Public Records of Volusia County, Florida, which plat provides dedicated public access over and across the Stepper Property for vehicular ingress

BOOK PAGE
3719 4950
VOLUSIA CO., FL

and egress to and from Pineland Trail and the Ormond Green P.U.D., Phase I; and (ii) such alternative means of ingress and egress to and from The Ormond Green P.U.D., Phase I and Pineland Trail is constructed, and accepted by the City of Ormond Beach or such other governmental body having jurisdiction. Upon the occurrence of both such events, each and every easement granted hereunder shall automatically cease and terminate and this Grant of Easement shall be of no further force and effect. Notwithstanding the foregoing, Ormond Green, the City and the Association, upon the request of Stemper, shall execute a release of easement in recordable form terminating the easements granted hereunder and all right, title and interest of the City and the Association in and to the Easement Premises.

6. Joinder by the Association. The Association hereby joins in this Grant of Easement to evidence its consent to and ratification of the terms and provisions herein and its acceptance of the maintenance obligations with respect to the Easement Premises.

7. Successors and Assigns. The terms, easements, and rights described herein shall bind and inure to the benefit of the parties named herein and their respective successors and assigns, and any reference herein to any of the parties hereto shall be deemed and construed to include the successors and assigns of such party.

IN WITNESS WHEREOF, Stemper Enterprises, Inc. and the

BOOK PAGE
3719 4951

VOLUSIA CO. FL

Ormond Green Development, Inc. has caused these presents to be executed in their respective names, and their corporate seals to be hereunto affixed by their proper officers thereunto duly authorized as of this 14 day of JANUARY, 1992.

"Stemper"

STEMPER ENTERPRISES, INC.,
a Florida corporation

Attest: [Signature]
Joiane O. Stemper,
Secretary

By: [Signature]
Ray F. Stemper, President

Date: 1-14-92

(CORPORATE SEAL)

"Ormond Green"

THE ORMOND GREEN DEVELOPMENT,
INC., a Florida corporation

Attest: [Signature]
Paul F. Holub, Sr.,
Secretary

By: [Signature]
Paul F. Holub, Jr., President

Date: 1-14-92

(CORPORATE SEAL)

"Association"

THE ORMOND GREEN HOMEOWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

Attest: [Signature]
Richard Fernandez,
Secretary

By: [Signature]
Paul F. Holub, Jr., President

Date: 1-14-92

(CORPORATE SEAL)

BOOK PAGE
3719 4952
VOLUSIA CO., FL

COUNTY OF VOLUSIA
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 14
day of JANUARY, 1992, by Ray T. Stemper and Jolene O. Stemper,
President and Secretary respectively of Stemper Enterprises, Inc.,
a Florida corporation, on behalf of the corporation. They are
personally known to me or have produced their driver licenses as
identification and they did take an oath.

Catherine M. Huber
Notary Public, State of Florida

Catherine M. Huber
Secretary
Title or Rank
826121
Serial Number

COUNTY OF VOLUSIA
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 14
day of JANUARY, 1992, by Paul F. Holub, Jr. and Paul P. Holub,
Sr., President and Secretary respectively of The Ormond Green
Development, Inc., a Florida corporation, on behalf of the
corporation. They are personally known to me or have produced
their driver licenses as identification and they did take an oath.

Catherine M. Huber
Notary Public, State of Florida

Catherine M. Huber
Secretary
Title or Rank
826121
Serial Number

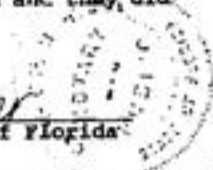
COUNTY OF VOLUSIA
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 14
day of JANUARY, 1992, by Paul F. Holub, Jr. and Richard
Fernandez, President and Secretary respectively of The Ormond Green

Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced their driver licenses as identification and they did take an oath.

Catherine M. Huber
Notary Public, State of Florida

Catherine M. Huber
Secretary
Title or Rank
826181
Serial Number



BOOK PAGE
3719 4983
VOLUSIA CO., FL

0/10/2024

3610 1353

VOLUSIA COUNTY

Best Available Copy

EXHIBIT A
LEGAL DESCRIPTION OF STORMWATER PROPERTY

BOOK PAGE
3719 4954
VOLUSIA CO., FL.

A portion of Sections 13 and 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 24, said point being the Point of Beginning; thence S1°16'10"E along the East line of said Section 24, 2432.99 feet to the Northerly right-of-way line of Airport Road, a 50 foot right-of-way; thence S48°57'52"W along said Northerly right-of-way line 547.46 feet to the intersection of the said Northerly right-of-way line of Airport Road with the Easterly right-of-way line of Pineland Trail, a Volusia County right-of-way; thence [redacted] along the said right-of-way line of Pineland Trail 40.00 feet to a Point of Curvature of a curve to the left having a radius of 108.00 feet and a central angle of 90°00'00"; thence along said curve 169.65 feet to a Point of Tangency; thence S88°53'32"W, 651.24 feet to a Point of Curvature of a curve to the right having a radius of 117.00 feet and a central angle of 74°44'00"; thence along said curve 151.38 feet to a Point of Tangency; thence N16°54'08"W, 343.91 feet to a Point of Curvature of a curve to the right having a radius of 117.00 feet and a central angle of 4°05'01"; thence along said curve 8.34 feet to a Point of Tangency; thence N17°49'00"W, 691.09 feet to a Point of Curvature of a curve to the left having a radius of 183.00 feet and a central angle of 4°05'08"; thence along said curve 13.05 feet to a Point of Tangency; thence N16°54'08"W, 824.64 feet to a Point of Curvature of a curve to the right having a radius of 117.00 feet and a central angle of 42°30'36"; thence along said curve 86.81 feet to a Point of Tangency; thence N23°36'28"E, 290.78 feet to a Point of Curvature of a curve to the left having a radius of 183.00 feet and a central angle of 42°30'36"; thence along said curve 135.77 feet to a Point of Tangency; thence N16°54'08"W, 508.38 feet to a Point of Curvature of a curve to the left having a radius of 183.00 feet and central angle of 42°30'36"; thence along said curve 135.77 feet to a Point of Tangency; thence N59°24'44"W, 297.63 feet to a Point of Curvature of a curve to the right having a radius of 117.00 feet and a central angle of 38°25'24"; thence along said curve 78.46 feet to a Point of Tangency; thence N20°59'20"W, 621.49 feet to a Point of Curvature of a curve to the right having a radius of 117.00 feet and a central angle of 4°05'08"; thence along said curve 8.34 feet to a Point of Tangency; thence N16°54'08"W, 647.30 feet; thence N87°09'21"E, 1178.10 feet; thence S1°09'52"E, 333.50 feet; thence N87°19'20"E, 330.00 feet; thence S1°10'04"E, 334.46 feet; thence N89°44'51"E, 640.90 feet; thence W1°14'47"W, 665.95 feet; thence N89°00'20"E, 640.00 feet to the East line of said Section 13; thence S1°28'14"E, 2652.73 feet to the Point of Beginning.

LESS AND EXCLUDING the following described real property parcels:

PARCEL 1:

A portion of the Southeast one-quarter of Section 13, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 13; thence N [redacted] 1642.44 feet to the point of beginning; thence S88°52'31"W 661.60 feet; thence N01°14'42"W 331.50 feet; thence N89°00'20"E 640.00 feet; thence S01°28'17"E 998.01 feet to the point of beginning.

Said parcel containing 15.03 acres.

3610 1356

Best Available Copy

COUNTY A - VOLUSIA CO., FL.

BOOK PAGE
3719 4955
VOLUSIA CO., FL

PARCEL 2:

A PART OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 24;
THENCE RUN S01°14'10"E ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1107.82 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE S01°14'10"E A DISTANCE OF 1323.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD, A 30-FOOT RIGHT-OF-WAY;
THENCE S89°57'52"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 347.46 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PINELAND TRAIL, A 66-FOOT RIGHT-OF-WAY;
THENCE N01°02'08"W ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 109.00 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY, A DISTANCE OF 149.63 FEET, PASSING THROUGH A CENTRAL ANGLE OF 90°00'00", TO THE POINT OF TANGENCY THEREOF;
THENCE S89°57'52"W A DISTANCE OF 44.40 FEET TO A POINT;
THENCE N73°31'34"E, DEPARTING SAID RIGHT-OF-WAY LINE OF PINELAND TRAIL, A DISTANCE OF 93.92 FEET TO A POINT;
THENCE N89°57'52"E A DISTANCE OF 14.37 FEET TO A POINT;
THENCE N01°42'08"W A DISTANCE OF 532.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 950.00 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 63°41'23", A DISTANCE OF 1089.18 FEET TO THE POINT OF TANGENCY;
THENCE N64°43'31"W A DISTANCE OF 125.04 FEET TO A POINT;
THENCE N23°14'29"E A DISTANCE OF 239.94 FEET TO A POINT;
THENCE N37°06'05"E A DISTANCE OF 114.59 FEET TO A POINT;
THENCE N04°27'30"E A DISTANCE OF 50.00 FEET TO A POINT;
THENCE N79°19'38"E A DISTANCE OF 118.95 FEET TO A POINT;
THENCE N89°43'45"E A DISTANCE OF 177.99 FEET TO A POINT;
THENCE S01°14'15"E A DISTANCE OF 18.00 FEET TO A POINT;
THENCE N89°43'45"E A DISTANCE OF 110.00 FEET TO A POINT;
THENCE N89°44'00"E A DISTANCE OF 50.01 FEET TO A POINT;
THENCE N03°43'45"E A DISTANCE OF 110.00 FEET TO A POINT;
THENCE S01°14'15"E A DISTANCE OF 140.00 FEET TO A POINT;
THENCE S25°35'08"E A DISTANCE OF 47.75 FEET TO A POINT;
THENCE S44°55'49"E A DISTANCE OF 535.84 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PART OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 24;
THENCE RUN S01°14'10"E ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1107.82 FEET TO THE NORTHEAST CORNER OF THE ORMOND GREEN PHASE 1, AS RECORDED IN

MAP BOOK , PAGE , AMONG THE PUBLIC RECORDS OF VOLUSIA COUNTY;

THENCE N44°33'49"W ALONG THE NORTHERLY BOUNDARY OF SAID ORMOND GREEN PHASE 1, A

DISTANCE OF 535.84 FEET;
THENCE N25°35'08"W A DISTANCE OF 47.75 FEET TO A POINT;
THENCE N01°14'15"W A DISTANCE OF 140.00 FEET TO A POINT;
THENCE S89°43'45"W A DISTANCE OF 110.00 FEET TO A POINT;
THENCE S89°44'08"W A DISTANCE OF 50.01 FEET TO A POINT;
THENCE S89°43'45"W A DISTANCE OF 110.00 FEET TO A POINT;
THENCE N01°14'15"W, DEPARTING SAID NORTHERLY BOUNDARY OF THE ORMOND GREEN PHASE 1, A DISTANCE OF 322.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 350.00 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 33°54'03", A DISTANCE OF 344.62 FEET TO A POINT;
THENCE N52°49'42"E A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCENTRIC TO THE ABOVE DESCRIBED CURVE, HAVING A RADIUS OF 440.00 FEET, A CHORD BEARING OF [REDACTED] AND A CHORD DISTANCE OF 31.04 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 02°52'12", A DISTANCE OF 33.04 FEET TO A POINT;
THENCE [REDACTED] A DISTANCE OF 50.00 FEET TO A POINT;
THENCE N01°35'38"W A DISTANCE OF 148.18 FEET TO A POINT;
THENCE N89°24'22"E A DISTANCE OF 344.44 FEET TO A POINT;
THENCE [REDACTED] A DISTANCE OF 44.32 FEET TO A POINT;
THENCE N89°24'22"E A DISTANCE OF 267.00 FEET TO A POINT;
THENCE S01°14'10"E A DISTANCE OF 85.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 89°40'33", A DISTANCE OF 39.13 FEET TO A POINT OF CURV;
THENCE N89°24'22"E A DISTANCE OF 184.84 FEET TO THE POINT OF BEGINNING.

* The Ormond Green Phase 1 is described as Parcel 2 above

3610 1355

LEGAL DESCRIPTION OF THE ORMOND GREEN PROPERTY

BOOK PAGE
3719 4956
VOLUSIA CO., FL

A PART OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 24;
THENCE RUN S01°16'10"E ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1107.82 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE S01°16'10"E A DISTANCE OF 1525.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD, A 50-FOOT RIGHT-OF-WAY;
THENCE S68°57'52"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 547.46 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PINELAND TRAIL, A 46-FOOT RIGHT-OF-WAY;
THENCE N01°02'05"W ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY, A DISTANCE OF 169.65 FEET, PASSING THROUGH A CENTRAL ANGLE OF 90°00'00", TO THE POINT OF TANGENCY THEREOF;
THENCE S88°57'52"W A DISTANCE OF 64.60 FEET TO A POINT;
THENCE N01°02'05"W DEPARTING SAID RIGHT-OF-WAY LINE OF PINELAND TRAIL, A DISTANCE OF 93.92 FEET TO A POINT;
THENCE N88°57'52"E A DISTANCE OF 16.57 FEET TO A POINT;
THENCE N01°02'00"W A DISTANCE OF 632.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 950.00 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 43°41'23", A DISTANCE OF 1089.18 FEET TO THE POINT OF TANGENCY;
THENCE N64°43'31"W A DISTANCE OF 125.04 FEET TO A POINT;
THENCE N23°16'29"E A DISTANCE OF 239.94 FEET TO A POINT;
THENCE N37°06'05"E A DISTANCE OF 114.29 FEET TO A POINT;
THENCE N54°27'30"E A DISTANCE OF 50.00 FEET TO A POINT;
THENCE N70°19'38"E A DISTANCE OF 118.95 FEET TO A POINT;
THENCE N88°43'43"E A DISTANCE OF 177.99 FEET TO A POINT;
THENCE S01°16'10"E A DISTANCE OF 18.00 FEET TO A POINT;
THENCE N88°43'43"E A DISTANCE OF 110.00 FEET TO A POINT;
THENCE N89°44'04"E A DISTANCE OF 50.01 FEET TO A POINT;
THENCE N88°43'43"E A DISTANCE OF 110.00 FEET TO A POINT;
THENCE S01°16'10"E A DISTANCE OF 160.00 FEET TO A POINT;
THENCE S23°33'08"E A DISTANCE OF 47.75 FEET TO A POINT;
THENCE N01°16'15"W A DISTANCE OF 335.84 FEET TO THE POINT OF BEGINNING.

A PART OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 24;
THENCE RUN S01°16'10"E ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1107.82 FEET TO THE NORTHEAST CORNER OF THE ORMOND GREEN PHASE I, AS RECORDED IN MAP BOOK PAGE , AMONG THE PUBLIC RECORDS OF VOLUSIA COUNTY;
THENCE N64°53'49"W ALONG THE NORTHERLY BOUNDARY OF SAID ORMOND GREEN PHASE I, A DISTANCE OF 335.84 FEET;
THENCE N25°35'09"W A DISTANCE OF 47.75 FEET TO A POINT;
THENCE N01°16'15"W A DISTANCE OF 160.00 FEET TO A POINT;
THENCE S88°43'43"W A DISTANCE OF 110.00 FEET TO A POINT;
THENCE S89°46'08"W A DISTANCE OF 50.01 FEET TO A POINT;
THENCE S88°43'43"W A DISTANCE OF 110.00 FEET TO A POINT;
THENCE N01°16'15"W, DEPARTING SAID NORTHERLY BOUNDARY OF THE ORMOND GREEN PHASE I, A DISTANCE OF 222.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 350.00 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 35°54'03", A DISTANCE OF 344.62 FEET TO A POINT;
THENCE N52°49'42"E A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCENTRIC TO THE ABOVE DESCRIBED CURVE, HAVING A RADIUS OF 440.00 FEET, A CHORD BEARING OF N38°36'24"W AND A CHORD DISTANCE OF 33.06 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 02°52'12", A DISTANCE OF 33.06 FEET TO A POINT;
THENCE N49°57'30"E A DISTANCE OF 50.00 FEET TO A POINT;
THENCE N01°35'30"W A DISTANCE OF 169.18 FEET TO A POINT;
THENCE N88°24'22"E A DISTANCE OF 344.94 FEET TO A POINT;
THENCE S01°35'30"E A DISTANCE OF 64.32 FEET TO A POINT;
THENCE N88°24'22"E A DISTANCE OF 262.00 FEET TO A POINT;
THENCE S01°16'10"E A DISTANCE OF 85.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 00°00'00" A DISTANCE OF 39.13 FEET TO A POINT OF CUSP;
THENCE N88°24'22"E A DISTANCE OF 184.86 FEET TO THE POINT OF BEGINNING.

* The Ormond Green Phase I is described above.

LEGAL DESCRIPTION

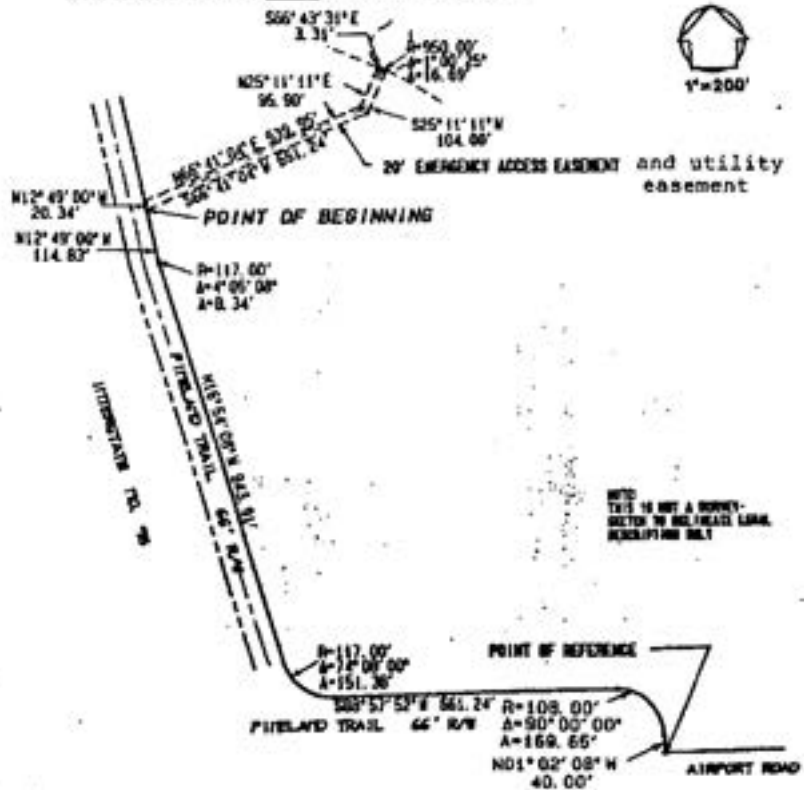
Exhibit C

20 FOOT WIDE EMERGENCY ACCESS EASEMENT
 AND UTILITY EASEMENT
 A PORTION OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Best Available Copy

AS A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD WITH THE EASTERLY RIGHT-OF-WAY LINE OF PINELAND TRAIL, A 66 FOOT VOLUSIA COUNTY RIGHT-OF-WAY; THENCE N.01°31'08"W. ALONG THE SAID RIGHT-OF-WAY LINE OF PINELAND TRAIL 10.88 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 182.88 FEET AND A CENTRAL ANGLE OF 90°30'30"; THENCE ALONG SAID CURVE 158.55 FEET TO A POINT OF TANGENCY; THENCE E.88°21'12"W, 141.34 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 117.88 FEET AND A CENTRAL ANGLE OF 14°48'48"; THENCE ALONG SAID CURVE 151.38 FEET TO A POINT OF TANGENCY; THENCE N.14°24'28"W, 913.91 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 117.88 FEET AND A CENTRAL ANGLE OF 4°48'36"; THENCE ALONG SAID CURVE 2.34 FEET TO A POINT OF TANGENCY; THENCE N.17°48'30"W A DISTANCE OF 114.83 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S.15°48'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF PINELAND TRAIL 20.34 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF PINELAND TRAIL, S.55°41'04"E, 839.95 FEET; THENCE N.15°31'11"W, 84.98 FEET; THENCE S.88°43'31"E, 2.34 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.98 FEET AND A CENTRAL ANGLE OF 81°48'18"; THENCE ALONG SAID CURVE 12.48 FEET; THENCE, ON A NON-RADIUS BEARING, S.25°11'31"W, 104.00 FEET; THENCE S.65°41'04"W, 511.34 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

ABOVE DESCRIBED LAYIN IS 8.91 ACRES, MORE OR LESS.



ZEV COHEN & associates, inc.

THE ORTOND GREEN - PHASE 1
 SKETCH OF LEGAL DESCRIPTION-
 EMERGENCY ACCESS EASEMENT

DATE	10/20/20	BY	C. F.
SCALE	1"=200'	DATE	10/20/20

CITY OF ORTOND BEACH VOLUSIA COUNTY, FLORIDA

BOOK
 3719
 PAGE
 4987
 VOLUSIA CO., FL

006468

BOOK PAGE
3722 2397
VOLUSIA CO., FL

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
THE ORMOND GREEN
ORMOND BEACH, FLORIDA

This Amendment to Declaration of Covenants and Restrictions made this 28 day of January, 1992, by THE ORMOND GREEN DEVELOPMENT, INC., a Florida corporation, hereinafter referred to as the "Developer"

W I T N E S S E T H:

WHEREAS, Developer originally filed and recorded in Official Record Book 3610, page 1299, Public Records of Volusia County, Florida, a Declaration of Covenants and Restrictions, The Ormond Green, Ormond Beach, Florida, setting forth uniform protective covenants, affecting the property more particularly described therein; and

WHEREAS, pursuant to Article IX, Section 3, Developer reserves the right to amend, modify or rescind such parts of the Declaration of Covenants and Restrictions, as it, in its sole discretion, deems necessary or desirable; and

WHEREAS, the Developer, in its sole discretion deems it necessary and desirable to amend the Declaration of Covenants and Restrictions, The Ormond Green, Ormond Beach, Florida, as set forth below;

NOW THEREFORE, Developer hereby amends the Declaration of Covenants and Restrictions, The Ormond Green, Ormond Beach, Florida, recorded as referenced above, as follows:

1. Amend Article IV, COVENANT FOR MAINTENANCE

FILED FOR RECORD
RECORD VERIFIED
012362
92 JAN 30 PM 1:45
CLERK OF THE CIRCUIT
& COUNTY VOLUSIA CO., FL

BOOK PAGE
3722 2398

VOLUSIA CO., FL

MINUTES OF SPECIAL OWNERS MEETING -
ALL CLASS A AND CLASS A AND CLASS B MEMBERS
ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.

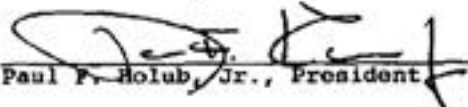
The meeting was called to order by the President, Paul F. Holub, Jr. Upon roll call, all Class A Members and all Class B Members as defined in Article 3, Membership and Voting Rights of the Declaration of Covenants and Restrictions were noted to be present in person.

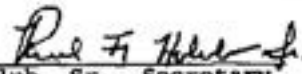
The Secretary published the written notice of the meeting and confirmed that said notice had been sent to all members not less than thirty (30) days nor more than sixty (60) days as provided in Article IV, Section 5 of the Restrictive Covenants.

The next order of business was a general discussion regarding the maximum annual assessment as provided in Article IV, Section III of the Declaration. Upon Motion duly made, seconded and unanimously approved by all Class A and Class B Members, the initial annual assessment was increased from \$120.00 per lot to \$200.00 per lot annually. The President was directed to prepare an Amendment to the Declaration of Covenants and Restrictions and record same in the Public Records of Volusia County, Florida.

There being no further business, the meeting was adjourned.

Dated this 27 day of JANUARY 1992.


Paul F. Holub, Jr., President

Attest: 
Paul F. Holub, Sr., Secretary

BOOK PAGE
3722 2399

VOLUSIA CO., FL

ASSESSMENTS, Section 3, found on page 11 of the Declaration of Covenants and Restrictions by increasing the initial annual assessment from \$120.00 per lot to \$200.00 per lot.

2. Amend Article VI, RESTRICTIONS, Section 2, Dwellings, found on page 16 of the Declaration of Covenants and Restrictions by increasing the minimum enclosed living area contained within each single family dwelling from 1700 square feet to 1750 square feet.

3. Amend Article I, DEFINITIONS, Section 1 (a) "Association", found on page 2 of the Declaration of Covenants and Restrictions by adding the following at the end of the Definition of "Association":

"A copy of the Articles of Incorporation of the Association is also attached hereto as Exhibit B-1.

4. Developer's Right to Amend. The Developer, or a successor Developer, reserves the right to amend any of the provisions contained herein consistent with Article IX, Section 3, Amendment.

IN WITNESS WHEREOF, the Developer has caused this Amendment to Declaration of Covenants and Restrictions to be executed this 28 day of January, 1992.

THE ORMOND GREEN DEVELOPMENT, INC.
a Florida corporation

William H. Holub, Sr.
Paul F. Holub, Jr.

By: Paul F. Holub, Jr.
Paul F. Holub, Jr., President

ATTEST: Paul F. Holub, Sr.
Paul F. Holub, Sr., Secretary

[CORPORATE SEAL]

BOOK PAGE
3722 2400
VOLUSIA CO., FL

COUNTY OF VOLUSIA
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 28 day of JANUARY, 1992, by Paul Holub, Jr. and Paul Holub, Sr., President and Secretary respectively of The Ormond Green Development, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced their driver licenses as identification and they did take and oath.

Catherine M. Huber
Notary Public, State of Florida
Catherine M. Huber
Printed Name
Secretary
Title or Rank
826121
Serial Number

BOOK PAGE
3722 2401
VOLUSIA CO., FL

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 27, 1989, effective October 23, 1989, as shown by the records of this office.

The document number of this corporation is N34930.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 27th day of October, 1989.



Jim Smith
Secretary of State

BOOK PAGE
3722 2402
VOLUSIA CO., FL

EFFECTIVE DATE
10-23-89

ARTICLES OF INCORPORATION
OF
THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.
(A Corporation not for profit under
the laws of the State of Florida.)

The undersigned, hereby associate themselves into a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1.
NAME

The name of the corporation shall be THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as "The Association."

ARTICLE 2.
TERM

The term of the Association shall be perpetual. The date and time of commencement is the time these Articles are subscribed and acknowledged if filed with the Department of State of the State of Florida within five (5) days after such date, but if not filed within five (5) days, the time of filing with the Department of State.

ARTICLE 3.
PURPOSE

3.1 The purposes of this Association are:

a. To provide an entity to carry out and accomplish the purposes described in the Declaration of Covenants and Restrictions for The Ormond Green, which Declaration shall be recorded in the Public Records of Volusia County, Florida, and to undertake such management, maintenance, operation, ownership and other duties with respect to the subdivision described in the above Declaration and to any other land or property which may be submitted to said Declaration in accordance therewith;

b. To transact any and all lawful business for which corporations not for profit may be organized under Chapter 617, Florida Statutes, not inconsistent with the Association.

Book 3722 page 2402-A

ARTICLE 4.
POWERS

4.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles and shall have all of the powers and duties reasonably necessary to carry out the responsibilities conferred upon it by the Declaration, as it may be enacted or supplemented from time to time:

a. To make and establish reasonable rules and regulations regarding the use of Association common property, subject to its jurisdiction;

b. To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association.

c. To use the proceeds of assessments in the exercise of its powers and duties.

d. To maintain, repair, replace, operate and manage the Association property.

e. To acquire, own, manage, maintain and repair real and personal property.

f. To purchase insurance upon the Association property and insurance for the protection of the Association and its members.

g. To enforce by legal means the provisions of the Declarations of Covenants and Restrictions and any supplemental Declaration, these Articles of Incorporation, the By-laws of the Association which may be hereafter adopted, and the rules and regulations governing the use of the Association property.

h. To contract for the management of the Association property and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Covenants and Restrictions to have approval of the Board of Directors or the membership of the Association.

i. To contract for the management and operation of portions of the Association property susceptible of separate management or operation.

BOOK PAGE
3722 2403
VOLUSIA CO.,FL

j. To employ personnel and engage such professional assistance as may be necessary to perform the services required for the proper operation of the Association and its properties.

k. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Covenants and any Declaration supplementary thereto.

4.2 All funds and the titles of all properties acquired by the Association, and their proceeds, shall be held for the benefit of the members of the Association in accordance with the provisions of the Declaration of Covenants and Restrictions, these Articles of Incorporation and the By-laws.

ARTICLE 5.
MEMBERS

The qualifications of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

5.1 The membership of the Association shall consist of two classes of members. Class "A" members shall include every person who is a record owner of a fee simple estate, a life estate, an estate ~~pur autre vie~~, or a fee upon condition, in any lot, as such term is defined in the Declaration of Covenants and Restrictions, which is subject, by the Declaration of Covenants and Restrictions, or by any supplementary Declaration, to assessment by the Association. Class "B" membership shall consist of Stemper Enterprises, Inc. or any successor to whom it may assign its rights as developer, or who may succeed to such rights by operation of law.

5.2 Change of membership in the Association shall be established by recording in the Public Records of Volusia County, Florida, a deed or other instrument establishing a record title to a lot subject to assessment by the Association and the delivery to the Association of a certified copy of such instrument. The owner or owners designated by such instrument thus becomes a member of the Association, and the membership of the prior owner is terminated.

5.3 On all matters on which the membership shall be entitled to vote, said voting shall be in accordance with the voting rights as established in the By-Laws.

5.4 The Class "B" membership shall terminate upon the first to occur of the following events:

BOOK PAGE
3722 2404
VOLUSIA CO.,FL

a. The transfer other than to a successor developer by Stemper Enterprises, Inc. of title to all lots within the boundaries described on Exhibit "A" to the Declaration of Covenants and Restrictions recorded in the Public Records of Volusia County, Florida, more fully described in the premises hereof; or

b. October 26, 1999; or

c. Such earlier time as Stemper Enterprises, Inc. shall designate by written notice to the Association.

5.5 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot. The funds and assets of the Association belong solely to the Association subject to the limitation that same be expended, held or used for the benefit of the membership and for the purposes authorized herein, and in the By-Laws.

ARTICLE 6.
PRINCIPAL OFFICE

The principal office of the Association shall be located at 150 Magnolia Avenue, Daytona Beach, Florida, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE 7.
DIRECTORS

7.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) directors. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the Association, and in the absence of such determination, shall consist of three (3) directors. Directors need not be members of the Association.

7.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-laws. Notwithstanding the foregoing, the Class "B" member shall have the right to designate and select the members of the Board of Directors of the Association as set forth in the By-Laws.

Best Available Copy

BOOK PAGE
3722 2405
VOLUSIA CO., FL

7.3 The names and address of the members of the first Board of Directors who shall hold office until their successors have qualified, are as follows:

Ray T. Steper 1919 North Summit Avenue Milwaukee, WI 53202	Gerald E. Conen Suite 935 Empire Building 701 N. Plankinton Avenue Milwaukee, WI 53203
Jolene O. Steper 1919 North Summit Avenue Milwaukee, WI 53202	

7.4 The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officers need be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

**ARTICLE 8.
OFFICERS**

The initial officers of the corporation, who shall hold office until their successors are elected, are as follows:

<u>NAME</u>	<u>OFFICE</u>
Ray T. Steper	President
Jolene O. Steper	Secretary/Treasurer

**ARTICLE 9.
INDEMNIFICATION**

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part of in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such

BOOK PAGE
3722 2406
VOLUSIA CO., FL

settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 10.
BY-LAWS

The first By-Laws of the Association shall be adopted by the members of the Association and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE 11.
AMENDMENTS

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

11.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by 66.67 percent of the membership whether meeting as members or by instrument in writing signed by them.

11.2 Any amendment or amendments to these Articles of Incorporation so proposed shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than 10 days nor later than 30 days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed to or presented personally to each member not less than 10 nor more than 30 days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Any member may, by written waiver of notice signed by such member waive such notice, and such waiver when filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of not less than 66.67 percent of all votes eligible to be cast of the total membership in order for such amendment or amendments to become effective.

BOOK PAGE
3722 2407
VOLUSIA CO., FL

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Volusia County.

11.3 At any meeting held to consider any amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

11.4 No amendment shall be made that is in conflict with the Declaration of Covenants and Restrictions or any supplementary Declaration filed pursuant thereof. No amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of Stepper Enterprises, Inc. or a successor developer may be adopted or become effective without the prior written consent of Stepper Enterprises, Inc. or such successor.

ARTICLE 12.
SUBSCRIBERS

The name and address of the subscriber of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
David M. Presnick	150 Magnolia Avenue Daytona Beach, FL 32114

ARTICLE 13.
REGISTERED AGENT

The name and address of the registered agent of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Palmetto Charter Services, Inc.	150 Magnolia Avenue Daytona Beach, FL 32114

BOOK PAGE
3722 2408
VOLUSIA CO.,FL

IN WITNESS WHEREOF, the subscribers have affixed their signatures this the 23rd day of October, 1989.

WITNESSES:

Anna Stanley
Louain J. McLaughlin

David M. Presnick (SEAL)
David M. Presnick

STATE OF FLORIDA)
) SS.
COUNTY OF VOLUSIA)

Before me, the undersigned authority, personally appeared David M. Presnick, who after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 23rd day of October, 1989.

Andie P. Bullington
Notary Public, State of Florida
at Large.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 7, 1992
Revised May 1991

BOOK PAGE
3722 2409
VOLUSIA CO.,FL

CERTIFICATE DESIGNATING REGISTERED
AGENT AND STREET ADDRESS FOR
SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., desiring to incorporate under the laws of the State of Florida hereby designates Palmetto Charter Services, Inc., 150 Magnolia Avenue, Daytona Beach, Florida 32114, as its Registered Agent and the street address of its registered office, respectively, for the service of process within the State of Florida.

THE ORMOND GREEN HOMEOWNERS
ASSOCIATION, INC.

By: David M. [Redacted]
David N. Pre

Its Subscriber

ACCEPTANCE OF DESIGNATION

I hereby accept the foregoing designation as Registered Agent of THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., for the service of process within the State of Florida.

PALMETTO CHARTER SERVICES, INC.

By: [Signature]
Larry D. Marsh, Vice President

BOOK PAGE
3722 2410
VOLUSIA CO., FL

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on June 29, 1990, to Articles of Incorporation for THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N34930.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 5th day of July, 1990.



Jim Smith
Secretary of State

BOOK PAGE
3722 2411

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not-for-Profit under the Laws
of the State of Florida)

FILED
JUN 29 11 17 AM '90
VOLUSIA COUNTY, FLORIDA

Pursuant to the provisions of Section 617.018 of the Florida Not For Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is The Ormond Green Homeowners Association, Inc.

2. Section 5.4 of Article 5 of the Articles of Incorporation shall be amended to read in its entirety as follows:

"5.4 The Class "B" Membership shall terminate upon the first to occur of the following events:

1. When the total votes outstanding in the Class "A" Membership equal the total outstanding in the Class "B" Membership; or
2. January 1, 2000."

3. Article 6 of the Articles of Incorporation is hereby amended to change the address of the principal office of the corporation to 149 Broadway, Daytona Beach, Florida 32118.

4. Article 13 of the Articles of Incorporation is hereby amended to read in its entirety as follows:

"The name and address of the registered agent of the Association are as follows:

<u>Name</u>	<u>Address</u>
Paul F. Holub, Jr.	93 Shadowcreek Way Ormond Beach, FL 32174"

5. The foregoing amendments to the Articles of Incorporation were adopted by the Board of Directors of the Association on the 11th day of June, 1990, in the manner prescribed by the Articles

BOOK PAGE
3722 2412
VOLUSIA CO., FL

of Incorporation and By-Laws of the Association and Chapter 517 of the Florida Statutes.

6. Except as modified hereby, the Articles of Incorporation of the corporation shall remain in full force and effect.

IN WITNESS WHEREOF, these Articles of Amendment were executed this 11th day of June, 1990.

THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation

By: Paul F. Holub, Jr.
Paul F. Holub, Jr.,
President

Attest: Paul F. Holub, Sr.
Paul F. Holub, Sr.,
Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11th day of June, 1990 by Paul F. Holub, Jr., President and Paul F. Holub, Sr., Secretary of The Ormond Green Homeowners Association, Inc., a Florida Not-for-Profit Corporation, on behalf of the corporation.

Clara B. Ingram
Notary Public, State of Florida
At Large
My Commission Expires:

RECORDED BY COUNTY CLERK
INDEXED BY COUNTY CLERK

BOOK PAGE
3722 2413
VOLUSIA CO., FL

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not-for-Profit under the Laws
of the State of Florida)

FILED
CORPORATION
SECTION
JUN 11 1990

Pursuant to the provisions of Section 617.018 of the Florida Not For Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is The Ormond Green Homeowners Association, Inc.

2. Section 5.4 of Article 5 of the Articles of Incorporation shall be amended to read in its entirety as follows:

"5.4 The Class "B" Membership shall terminate upon the first to occur of the following events:

1. When the total votes outstanding in the Class "A" Membership equal the total outstanding in the Class "B" Membership; or
2. January 1, 2000."

3. Article 6 of the Articles of Incorporation is hereby amended to change the address of the principal office of the corporation to 149 Broadway, Daytona Beach, Florida 32118.

4. Article 13 of the Articles of Incorporation is hereby amended to read in its entirety as follows:

"The name and address of the registered agent of the Association are as follows:

Name	Address
Paul F. Holub, Jr.	93 Shadowcreek Way Ormond Beach, FL 32174"

5. The foregoing amendments to the Articles of Incorporation were adopted by the Board of Directors of the Association on the 11th day of June, 1990, in the manner prescribed by the Articles

BOOK PAGE
3722 2414
VOLUSIA CO., FL

of Incorporation and By-Laws of the Association and Chapter 617 of the Florida Statutes.

6. Except as modified hereby, the Articles of Incorporation of the corporation shall remain in full force and effect.

IN WITNESS WHEREOF, these Articles of Amendment were executed this 11th day of June, 1990.

THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation

By: Paul F. Holub, Jr.
Paul F. Holub, Jr.,
President

Attest: Paul F. Holub, Sr.
Paul F. Holub, Sr.,
Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11th day of June, 1990 by Paul F. Holub, Jr., President and Paul F. Holub, Sr., Secretary of The Ormond Green Homeowners Association, Inc., a Florida Not-for-Profit Corporation, on behalf of the corporation.

Clara B. [Signature]
Notary Public, State of Florida
At Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES [Date]
EXCEED THIS [Date]

BOOK PAGE
3765 0480

VOLUSIA CO. FL

THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
THE ORMOND GREEN
ORMOND BEACH, FLORIDA

This Amendment to Declaration of Covenants and Restrictions made this 6th day of August, 1992, by THE ORMOND GREEN DEVELOPMENT, INC., a Florida corporation, hereinafter referred to as the "Developer"

W I T N E S S E T H:

WHEREAS, Developer originally filed and recorded in Official Record Book 3610, page 1299, Public Records of Volusia County, Florida, a Declaration of Covenants and Restrictions, The Ormond Green, Ormond Beach, Florida, setting forth uniform protective covenants, affecting the property more particularly described therein; and

WHEREAS, pursuant to Article IX, Section 3, Developer reserves the right to amend, modify or rescind such parts of the Declaration of Covenants and Restrictions, as it, in its sole discretion, deems necessary or desirable; and

WHEREAS, the Developer, in its sole discretion deems it necessary and desirable to amend the Declaration of Covenants and Restrictions, The Ormond Green, Ormond Beach, Florida, as set forth below;

NOW THEREFORE, Developer hereby amends the Declaration of Covenants and Restrictions, The Ormond Green, Ormond Beach, Florida, recorded as referenced above, as follows:

1. Amend Article IV, RESTRICTIONS, Section 2 DWELLINGS, found on page 16 of the Declaration of Covenants and Restrictions, to conform with Resolution Number 92-78, adopted by the City

109613
RECORD VERIFIED

53 JUN 11 51 9:53
CLERK OF THE COUNTY
VOLUSIA CO. FL
[Signature]

BOOK PAGE
3765 0481

VOLUSIA CO. FL

Commission, City of Ormond Beach, Florida and recorded in Official Record Book 3742, page 0465, Public Records of Volusia County, Florida by adding the following sentence to said section:

"Applicable building set backs for improvements shall be set forth in the Land Development Code (as same may be amended from time to time or its successor code) of the City of Ormond Beach, Florida, for each parcel for which a building permit is sought."

2. Amend Article V, ARCHITECTURAL CONTROL, Section 1, Architectural Control, Subparagraph b, by increasing the minimum well depth from fifty (50) feet to one hundred (100) feet. The last sentence of subparagraph b is amended to read as follows:

"All wells must be "deep" wells defined as in excess of one hundred (100) feet."

3. Amend Article VII, EXTERIOR MAINTENANCE, Section 1, Owner's Responsibility, by increasing the minimum well depth from fifty (50) feet to one hundred (100) feet. The sentence shall read as follows:

"All irrigation wells installed shall be "deep" wells defined as in excess of one hundred (100) feet."

4. Developer's Right to Amend. The Developer, or a successor Developer, reserves the right to amend any of the provisions contained herein consistent with Article IX, Section 3, Amendment.

IN WITNESS WHEREOF, the Developer has caused this Amendment to Declaration of Covenants and Restrictions to be executed this 6th day of August, 1992.

THE ORMOND GREEN DEVELOPMENT, INC.
a Florida corporation

Debbie Gormley
Debbie Gormley
Catherine M. Huber

By: Paul F. Holub, Jr.
Paul F. Holub, Jr., President

ATTEST: Paul F. Holub, Sr.
Paul F. Holub, Sr., Secretary

[CORPORATE SEAL]

BOOK PAGE
3765 0482
VOLUSIA CO. FL.

COUNTY OF VOLUSIA
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 6th day of August, 1992, by Paul Holub, Jr. and Paul Holub, Sr., President and Secretary respectively of The Ormond Green Development, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced their driver licenses as identification and they did take and oath.

Catherine M. Huber
Notary Public, State of Florida
Catherine M. Huber
CC 058765



4/00.3

109613

03/20/2012 02:14 PM
Instrument# 2012-048374 # 1
Book: 6691
Page: 4644

**AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE ORMOND
GREEN HOMEOWNERS ASSOCIATION, INC.**

A Corporation not for profit under
the Laws of the State of Florida.

The Home Owners of the Ormond Green Development, Inc. hereby amends that certain By-Laws of the Ormond Green Homeowners Association, Inc., adopted June 11, 1990 and recorded October 15, 1999, at the Official Record Book 3610 Page 1325, by amending Article 4 Board of Directors Section 4.1 as follows:

Article 4

Board of Directors

4.1 The Board of Directors of the Association shall consist of not less than three(3)persons and not more than five (5) persons, who need not be members of the Association, and who may be authorized representatives, officers or employees of a corporate member of the Association.

WITNESS our hands and seals this 24th day of Feb, 2012.

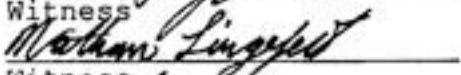
The Ormond Green Homeowners
Association, Inc.



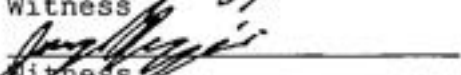
Witness



Witness



Witness



Witness

By: 
President

Instrument# 2012-048374 # 2
Book : 6691
Page : 4645

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day
of February 2012.

Richard P. Almond
President Ormond Green Homeowners Assn.

SEALED AND DELIVERED
IN THE PRESENCE OF:

Lee Broussard
Signature of Witness

Print Name: Lee Broussard

Nick J Crimi
Signature of Witness

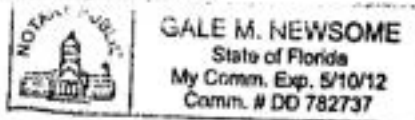
Print Name: Nick J Crimi

STATE OF FLORIDA)
) ss.
COUNTY OF VOLUSIA)

The foregoing Amendment To The By-Laws Of The Ormond
Green Homeowners Association, Inc., was acknowledged before
me this 27th day of February, 2012, by
Richard P. Almond who is personally known to me or who
has produced _____ as identification.

Gale M. Newsome
Notary Public

Commission Expires/Seal:



Instrument# 2012-048374 # 3
Book: 6691
Page: 4646

Exhibit "B" to Declaration

AMENDMENT TO THE BY-LAWS
OF
THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit under
the Laws of the State of Florida.
(Adopted on June 11, 1990)

The Home Owners of the Ormond Green Development, Inc. hereby amends certain By-Laws of the Ormond Green Homeowners Association, Inc., adopted June 11, 1990 and recorded October 15, 1999, at the Official Record, Book 3610 Page 1325, and Book 3610 Page 1335 by amending Article 4 Board of Directors Section 4.1 and Article 5 OFFICERS Section 5.1 as follows:

Article 4

Board of Directors

4.1 The Board of Directors of the Association shall consist of not less than three(3)persons and not more than five (5) persons, who need not be members of the Association, and who may be authorized representatives, officers or employees of a corporate member of the Association.

Article 5

OFFICERS

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President

Instrument# 2012-048374 # 4
Book: 6691
Page: 4647

and a Secretary-Treasurer, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary to manage the affairs of the Association. Members of the Executive Board must maintain their primary residence in the Ormond Green community and reside in said residence during the time in which the member serves on the Executive Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of February 2012

Richard P. Almond
President Ormond Green Homeowners Assn.

SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Signature of Witness

Print Name: Lee Broussard

[Signature]
Signature of Witness

Print Name: Nick J Crimi

STATE OF FLORIDA)
) ss.
COUNTY OF VOLUSIA)

The foregoing Amendment To The By-Laws Of The Ormond Green Homeowners Association, Inc., was acknowledged before me this 27th day of February, 2012, by Richard P. Almond who is personally known to me or who has produced _____ as identification.

[Signature]

Instrument# 2012-048374 # 5
Book: 6691
Page: 4648

Notary Public

Commission Expires/Seal:



GALE M. NEWSOME
State of Florida
My Comm. Exp. 5/10/12
Comm. # DO 782737

Instrument# 2012-048374 # 6
Book: 6691
Page: 4649

Exhibit "A" to Declaration

AMENDMENT TO THE BY-LAWS
OF
THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit under
the Laws of the State of Florida.
(Adopted on June 11, 1990)

The Home Owners of the Ormond Green Development, Inc. hereby amends that certain By-Laws of the Ormond Green Homeowners Association, Inc., adopted June 11, 1990 and recorded October 15, 1999, at the Official Record, Book 3610 Page 1329, and Book 3610 Page 1335 by amending Article 4 Board of Directors Section 4.1 and Article 5 Officers as follows:

Article 4

Board of Directors

4.1 The Board of Directors of the Association shall consist of not less than three(3)persons and not more than five (5) persons, who need not be members of the Association, and who may be authorized representatives, officers or employees of a corporate member of the Association.

Article 5

OFFICERS

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President

Instrument# 2012-048374 # 7
Book: 6691
Page: 4650

and a Secretary-Treasurer, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary to manage the affairs of the Association. Members of the Executive Board must maintain their primary residence in the Ormond Green community and reside in said residence during the time in which the member serves on the Executive Board.

WITNESS our hands and seals this 27th day of Feb, 2012.

The Ormond Green Homeowners Association, Inc.

[Signature]
Witness
[Signature]
Witness
[Signature]
Witness
[Signature]
Witness

By: [Signature]
President

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of February 2012.

[Signature]
President Ormond Green Homeowners Assn.

SEALED AND DELIVERED IN THE PRESENCE OF:

[Signature]
Signature of Witness

[Signature]
Signature of Witness

Print Name: Lee Broussard

Print Name: Samy Bergquist

Instrument# 2012-048374 # 8
Book: 6691
Page: 4651

STATE OF FLORIDA)
) ss.
COUNTY OF VOLUSIA)

The foregoing Amendment To The By-Laws Of The Ormond Green Homeowners Association, Inc., was acknowledged before me this 27th day of February, 2012, by Richard P. Almond who is personally known to me or who has produced _____ as identification.

Gale M. Newsome
Notary Public

Commission Expires/Seal:



Instrument# 2012-048374 # 9
Book: 6691
Page: 4652

**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
THE ORMOND GREEN
ORMOND BEACH, FLORIDA**

The Home Owners of the Ormond Green Development, Inc. hereby amends that certain By-Laws of the Ormond Green Homeowners Association, Inc., adopted June 11, 1990 and recorded October 15, 1999, at the Official Record Book 3610 Page 1325, by amending Article 5 OFFICERS Section 5.1 as follows:

Article 5

OFFICERS

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President and a Secretary-Treasurer, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary to manage the affairs of the Association. Members of the Executive Board must maintain their primary residence in the Ormond Green community and reside in said residence during the time in which the member serves on the Executive Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of February 2012.

Instrument# 2012-048374 # 10
Book: 6691
Page: 4653

Richard B. Almond
President Ormond Green Homeowners Assn.

SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Signature of Witness

Print Name: Lee Broussard

[Signature]
Signature of Witness

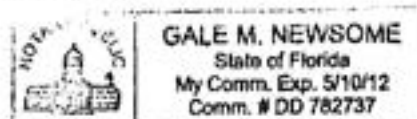
Print Name: Nick J. Cimi

STATE OF FLORIDA)
) ss.
COUNTY OF VOLUSIA)

The foregoing Amendment To The By-Laws Of The Ormond Green Homeowners Association, Inc., was acknowledged before me this 24th day of February, 2012, by Richard P. Almond who is personally known to me or who has produced _____ as identification.

Gale M. Newsome
Notary Public

Commission Expires/Seal:



Instrument# 2012-048374 # 11
Book: 6691
Page: 4654

**AMENDMENT TO THE BY-LAWS OF THE ORMOND GREEN HOMEOWNERS
ASSOCIATION, INC.**

A Corporation not for profit under
the Laws of the State of Florida.
(Adopted on June 11, 1990)

The Home Owners of the Ormond Green Development, Inc. hereby amends that certain By-Laws of the Ormond Green Homeowners Association, Inc., adopted June 11, 1990 and recorded October 15, 1999, at the Official Record Book 3610 Page 1325, by amending Article 4 Board of Directors Section 4.1 as follows:

Article 4

Board of Directors

4.1 The Board of Directors of the Association shall consist of not less than three(3)persons and not more than five (5) persons, who need not be members of the Association, and who may be authorized representatives, officers or employees of a corporate member of the Association.

WITNESS our hands and seals this 27th day of Feb., 2012.

The Ormond Green Homeowners
Association, Inc.

[Signature]
Witness
[Signature]
Witness
[Signature]
Witness
[Signature]
Witness

By: [Signature]
President

Instrument# 2012-048374 # 12
Book: 6691
Page: 4655
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day
of February 2012.

Richard Almond
President Ormond Green Homeowners Assn.

SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Signature of Witness

Print Name: Lee Broussard

[Signature]
Signature of Witness

Print Name: Nick J Crimi

STATE OF FLORIDA)
) ss.
COUNTY OF VOLUSIA)

The foregoing Amendment To The By-Laws Of The Ormond Green Homeowners Association, Inc., was acknowledged before me this 27th day of February, 2012, by Richard P. Almond who is personally known to me or who has produced _____ as identification.

Gale M. Newsome
Notary Public

Commission Expires/Seal:

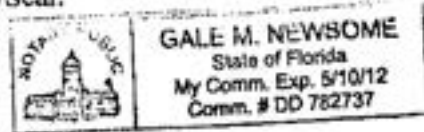


Exhibit B**Schedule of Parcel Owners Affected by the
Proposed Revived Declaration and Governing Documents**

1. Address: 2 Cassie Court, Ormond Beach, FL 32174
Legal: LOT 1, THE ORMOND GREEN – PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0010
Owner: Joseph E. Holub
2. Address: 4 Cassie Court, Ormond Beach, FL 32174
Legal: LOT 2, THE ORMOND GREEN PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 43, PAGE(S) 151 AND 152 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0020
Owners: Bradley A. Merkel and Kimberly A. Merkel
3. Address: 6 Cassie Court, Ormond Beach, FL 32174
Legal: LOT 3, THE ORMOND GREEN PHASE 1, AS PER MAP RECORDED IN PLAT BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0030
Owners: Harry L. Weldon and Kathleen B. Weldon
4. Address: 2 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 4, THE ORMOND GREEN, PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 43, PAGE(S) 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0040
Owner: Linda DeSimone
5. Address: 4 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 5, THE ORMOND GREEN PHASE 1, OF RECORD IN MAP BOOK 43, PAGES 151 AND 152, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0050
Owner: Teresa Renick
6. Address: 6 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 6, THE ORMOND GREEN, PHASE 1, AS PER MAP RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0060
Owners: Anthony DeLorenzo, Jr. and Teresa Jo DeLorenzo
7. Address: 8 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 7 AND A PORTION OF LOT 8, ORMOND GREEN, PHASE 1, PER MAP BOOK 43, PAGES 151 AND 152, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0070
Owners: Mark E. Dougherty and Carma Y. Dougherty
8. Address: 10 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 8, THE ORMOND GREEN PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 43, PAGE 151, PUBLIC RECORD OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0080
Owners: Kenneth James Walsh and Kathleen Anne Walsh
9. Address: 12 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 9, THE ORMOND GREEN PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 43, PAGE(S) 151 AND 152 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0090
Owners: John R. Calson and Nancy Calson

10. Address: 14 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 10, THE ORMOND GREEN, PHASE I, AS PER MAP RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-0-0100
Owner: Julie Smith
11. Address: 22 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 11, ORMOND GREEN, PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 43, PAGES 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0110
Owner: Laura Barbara Nimz
12. Address: 6 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 12, THE ORMOND GREEN PHASE I, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0120
Owners: Robert Gagliardi and Roseann Gagliardi
13. Address: 4 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 13, THE ORMOND GREEN, PHASE I, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0130
Owners: Christopher Tsiongas and Margaret Tsiongas
14. Address: 2 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 14, THE ORMOND GREEN PHASE I, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0140
Owners: William Francis McDonough and Elizabeth Anne McDonough
15. Address: 3 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 15, THE ORMOND GREEN PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 43, PAGE(S) 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0150
Owners: Stephen Martin Klein and Jennifer Rachel Kuser
16. Address: 5 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 16, THE ORMOND GREEN - PHASE I, AS PER MAP OR PLAT THEREOF RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0160
Owners: LaDell P. Crookston and Clair D. Crookston
17. Address: 7 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 17, THE ORMOND GREEN, PHASE I, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0170
Owner: Estate of Verna McNew
18. Address: 9 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 18, THE ORMOND GREEN, PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 43, PAGES 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0180
Owner: Nanette Singler
19. Address: 27 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 19, THE ORMOND GREEN, PHASE I, AS PER MAP IN MAP BOOK 43, PAGES 151 AND 152 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0190
Owner: The MacMichael Joint Revocable Trust

20. Address: 25 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 20, THE ORMOND GREEN, PHASE I, AS PER MAP RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0200
Owners: Gerard F. Bates and Heather M. Bates
21. Address: 23 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 21, THE ORMOND GREEN, PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 43, PAGE 151, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0210
Owners: Boyd Faucette and Jolene Faucette
22. Address: 21 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 22, THE ORMOND GREEN, PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 43, PAGES 151-152, OFFICIAL PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0220
Owners: William J. Wiedeman and Patricia L. Wiedeman
23. Address: 19 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 23, ORMOND GREEN, PHASE I, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 43, PAGE 151 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0230
Owner: Stephen Franco
24. Address: 17 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 24, THE ORMOND GREEN PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 43, PAGE 151, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0240
Owners: Igor Bogatinoski and Sashka Bogatinoski
25. Address: 15 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 25 AND THE NORTHERLY 37.93 FEET OF PARCEL F, ORMOND GREEN PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 43, PAGE 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0250
Owners: Kjas T. Long and Ann Long
26. Address: 11 Ormond Green Blvd., Ormond Beach, FL 32174
Legal:
PARCEL 1: LOT 26, THE ORMOND GREEN, PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 43, PAGES 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
PARCEL 2: A PORTION OF PARCEL "D", AS SHOWN ON THE PLAT OF THE ORMOND GREEN, PHASE I, AS PER MAP RECORDED IN MAP BOOK 43, PAGES 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
PARCEL 3: THAT PORTION OF PARCEL "F" (A 4 FOOT STRIP OF LAND), DEPICTED ON THE PLAT OF THE ORMOND GREEN PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 43, PAGE(S) 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; BOUNDED ON THE NORTH AND SOUTH BY THE WESTERLY EXTENSION OF THE NORTH AND SOUTH LINES OF LOT 26 OF SAID THE ORMOND GREEN, PHASE I; BOUNDED ON THE WEST BY THE WESTERLY LINE OF SAID PARCEL "F"; AND BOUNDED ON THE EAST BY THE WEST LINE OF SAID LOT 26.
Parcel ID: 4124-06-00-0260
Owners: William C. Kingsland and Jennifer L. Kingsland
27. Address: 9 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 27, THE ORMOND GREEN, PHASE I, AS RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0270
Owners: Lawrence E. Roberts and Donna J. Roberts

28. Address: 7 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 28, THE ORMOND GREEN PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 43, PAGES 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND A PORTION OF PARCEL D, AS SHOWN ON THE PLAT OF THE ORMOND GREEN PHASE I, AS PER MAP RECORDED IN MAP BOOK 43, PAGES 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND THAT PORTION OF PARCEL F, THE ORMOND GREEN PHASE I, AS PER MAP RECORDED IN MAP BOOK 43, PAGES 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE NORTH AND SOUTH BY THE WESTERLY EXTENTION OF THE NORTH AND SOUTH LINES OF LOT 28, THE ORMOND GREEN PHASE I, BOUNDED ON THE WEST BY THE WESTERLY LINE OF PARCEL F, AND BOUNDED ON THE EAST BY THE WEST LINE OF LOT 28.
Parcel ID: 4124-06-00-0280
Owner: Keith J. Storms
29. Address: 5 Ormond Green Blvd., Ormond Beach, FL 32174
Legal: LOT 29, ORMOND GREEN PHASE I, ACCORDING TO THE MAP IN MAP BOOK 43, PAGE 151, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0290
Owner: Gregory J. Himes
30. Address: 3 Ormond Green Blvd., Ormond Beach, FL 32174
Legal:
PARCEL 1: LOT 30, THE ORMOND GREEN, PHASE I, AS PER MAP RECORDED IN MAP BOOK 43, PAGES 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
PARCEL 2: A PORTION OF PARCEL "D", AS SHOWN ON THE PLAT OF THE ORMOND GREEN PHASE I, AS PER MAP RECORDED IN MAP BOOK 43, PAGES 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
PARCEL 3: THAT PORTION OF PARCEL "F", THE ORMOND GREEN, PHASE I, AS RECORDED IN MAP BOOK 43, PAGE 151, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BOUNDED ON THE NORTH AND SOUTH BY THE WESTERLY EXTENSION OF THE NORTH AND SOUTH LINES OF LOT 30, THE ORMOND GREEN, PHASE I, BOUNDED ON THE WEST BY THE WESTERLY LINE OF PARCEL "F", AND BOUNDED ON THE EAST BY THE WEST LINE OF LOT 30.
Parcel ID: 4124-06-00-0300
Owner: Piet C. Sundman
31. Address: 10 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 31, THE ORMOND GREEN PHASE I, AS PER MAP RECORDED IN MAP BOOK 43, PAGES 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0310
Owner: Garrett R. Cannon
32. Address: 12 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 32, THE ORMOND GREEN PHASE I, AS PER MAP RECORDED IN MAP BOOK 43, PAGES 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0320
Owners: Glenn E. Poyer and Susanna E. Poyer
33. Address: 14 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 33, THE ORMOND GREEN PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0330
Owner: Christopher Vallance
34. Address: 16 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 34, THE ORMOND GREEN, PHASE I, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 43, PAGE 151, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. And LOT 10, BLOCK 19, TOMOKA OAKS COUNTRY CLUB ESTATES UNIT IV, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 31, PAGES 164 THROUGH 168, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0340; AND 3242-10-19-1000
Owners: Osprey Foundation, LLC, as Trustee under that certain land trust dated May 25, 2004, and known as Queens Land Trust

35. Address: 18 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 35, THE ORMOND GREEN PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 43, PAGE 151, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0350
Owners: Jeffrey Lee Dunn and Christine Marine Dunn
36. Address: 4 Prairieview Lane, Ormond Beach, FL 32174
Legal: LOT 36, THE ORMOND GREEN, PHASE I, AS PER MAP RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0360
Owners: Kevin M. McCue and Sharyn A. McCue
37. Address: 6 Prairieview Lane, Ormond Beach, FL 32174
Legal: LOT 37, THE ORMOND GREEN PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 43, PAGES 151 AND 152, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0370
Owners: Michael Bryan Page and Angela Page
38. Address: 8 Prairieview Lane, Ormond Beach, FL 32174
Legal: LOT 38, THE ORMOND GREEN, PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 43, PAGES 151 AND 152, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0380
Owners: David L. McMillen and Julia A. McMillen
39. Address: 10 Prairieview Lane, Ormond Beach, FL 32174
Legal: LOT 39, THE ORMOND GREEN, PHASE I, AS PER MAP RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0390
Owner: Dennis A. Bohr
40. Address: 15 Prairieview Lane, Ormond Beach, FL 32174
Legal: LOT 40, THE ORMOND GREEN PHASE I, ACCORDING TO THE MAP THEREOF RECORDED IN MAP BOOK 43, PAGE(S) 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0400
Owners: Demetrios G. Mahairas and Courtney R. Mahairas
41. Address: 11 Prairieview Lane, Ormond Beach, FL 32174
Legal: LOT 41, THE ORMOND GREEN - PHASE I, AS PER MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 43, PAGE 151 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0410
Owners: Dean K. Kelley and Jamie Zemball
42. Address: 9 Prairieview Lane, Ormond Beach, FL 32174
Legal: LOT 42, THE ORMOND GREEN - PHASE I, AS PER MAP OR PLAT THEREOF RECORDED IN MAP BOOK 43, PAGE 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0420
Owner: Kathy S. Edwards
43. Address: 7 Prairieview Lane, Ormond Beach, FL 32174
Legal: LOT 43, THE ORMOND GREEN PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 43, PAGE 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0430
Owners: Benigno Ramirez and Cynthia A. Perrick Ramirez, as Co-Trustees of the Ramirez Family Living Trust, dated March 24, 2022.
44. Address: 5 Prairieview Lane, Ormond Beach, FL 32174
Legal: LOT 44, THE ORMOND GREEN PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 43, PAGES 151 AND 152, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0440
Owners: Mark G. Spring and Lisa A. Spring

45. Address: 20 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 45, THE ORMOND GREEN PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 43, PAGE(S) 151 AND 152, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0450
Owner: Rebekah L. Buchanan
46. Address: 21 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 46, THE ORMOND GREEN - PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 43, PAGES 151 AND 152, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0460
Owners: Robert R. Stone and Eileen J. Stone
47. Address: 19 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 47, ORMOND GREEN, PHASE I, AS PER MAP IN MAP BOOK 43, PAGES 151-152, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0470
Owners: Robert J. Beering and Eileen S. Beering
48. Address: 17 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 48, ORMOND GREEN PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 43 PAGES 151 AND 152, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0480
Owner: Peggy Thomas
49. Address: 15 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 49, ORMOND GREEN PHASE I, AS RECORDED IN MAP BOOK 43, PAGES 151 AND 152 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0490
Owners: Robert Godfrey and Janice Godfrey
50. Address: 11 Greenvale Drive, Ormond Beach, FL 32174
Legal: LOT 50, THE ORMOND GREEN PHASE I, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 43, PAGE(S) 151, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Parcel ID: 4124-06-00-0500
Owners: James Roesner and Allison Doney Roesner
51. Address: 17 Prairieview Lane, Ormond Beach, FL 32174
Legal: A portion of Parcel D, THE ORMOND GREEN, PHASE I, as per map recorded in Plat Book 43, Pages 151 and 152, of the Public Records of Volusia County, Florida, being more particularly described as follows: Beginning at the Southwesterly corner of Lot 40, THE ORMOND GREEN, PHASE I, being also an intersection of the Northerly line of said Parcel D with the Westerly right of way line of Prairieview Lane, a 50 foot wide right of way as shown on said plat of THE ORMOND GREEN, PHASE I, said point lying on a curve, concave Northwesterly; thence run Southerly and Westerly, along said curved right of way line, having a radius of 25.00 feet, an arc distance of 12.68 feet or through a central angle at 29°03'10", having a chord distance of 12.54 feet and a chord bearing of South 58°50'58" West to the Point of Reverse Curvature of a curve to the left; thence run Southerly and Westerly along said curved right of way line, having a radius of 50.00 feet, on arc distance of 120.59 feet or through a central angle at 138°11'28", having a chord distance of 93.42 feet and a chord bearing of South 04°16'55" West to a point therein; thence departing said right of way line, run South 25°11'11" West a distance of 1.49 feet to an intersection with the Southerly line of aforementioned Parcel D, said point lying on a curve, concave Southwesterly; thence run Northerly and Westerly, along said curved line of Parcel D, having a radius of 950.00 feet, an arc distance of 6.69 feet or through a central angle of 00°24'13", having a chord distance of 6.69 feet and a chord bearing of North 66°31'25" West to the Point of Tangency thereof; thence run North 66°43'31" West along the Southerly line of said Parcel D, a distance of 125.04 feet to the Westerly line of said Parcel D; thence departing the Southerly line of said Parcel D and along Westerly line of said Parcel D, run North 23°16'29" East a distance of 100.00 feet to the Northwesterly corner of said Parcel D, said point also being the Southwesterly corner of Lot 40, of aforesaid THE ORMOND GREEN, PHASE I; thence run South 66°43'31" East, along the Northerly line of said Parcel D, being also the Southerly line of said Lot 40, a distance of 108.68 feet to the Point of Beginning of this description.
Parcel ID: 4124-06-00-0008
Owners: Scott A. Donathan and Jessica L. Donathan

THE ORMOND GREEN PHASE I

PLAT BOOK 33 PAGE 152

LINE # STAKED DISTANCE

1	100.00
2	100.00
3	100.00
4	100.00
5	100.00
6	100.00
7	100.00
8	100.00
9	100.00
10	100.00
11	100.00
12	100.00
13	100.00
14	100.00
15	100.00
16	100.00
17	100.00
18	100.00
19	100.00
20	100.00
21	100.00
22	100.00
23	100.00
24	100.00
25	100.00
26	100.00
27	100.00
28	100.00
29	100.00
30	100.00
31	100.00
32	100.00
33	100.00
34	100.00
35	100.00
36	100.00
37	100.00
38	100.00
39	100.00
40	100.00
41	100.00
42	100.00
43	100.00
44	100.00
45	100.00
46	100.00
47	100.00
48	100.00
49	100.00
50	100.00
51	100.00
52	100.00
53	100.00
54	100.00
55	100.00
56	100.00
57	100.00
58	100.00
59	100.00
60	100.00
61	100.00
62	100.00
63	100.00
64	100.00
65	100.00
66	100.00
67	100.00
68	100.00
69	100.00
70	100.00
71	100.00
72	100.00
73	100.00
74	100.00
75	100.00
76	100.00
77	100.00
78	100.00
79	100.00
80	100.00
81	100.00
82	100.00
83	100.00
84	100.00
85	100.00
86	100.00
87	100.00
88	100.00
89	100.00
90	100.00
91	100.00
92	100.00
93	100.00
94	100.00
95	100.00
96	100.00
97	100.00
98	100.00
99	100.00
100	100.00

LINE #	STAKED DISTANCE	STAKED DISTANCE
1	100.00	100.00
2	100.00	100.00
3	100.00	100.00
4	100.00	100.00
5	100.00	100.00
6	100.00	100.00
7	100.00	100.00
8	100.00	100.00
9	100.00	100.00
10	100.00	100.00
11	100.00	100.00
12	100.00	100.00
13	100.00	100.00
14	100.00	100.00
15	100.00	100.00
16	100.00	100.00
17	100.00	100.00
18	100.00	100.00
19	100.00	100.00
20	100.00	100.00
21	100.00	100.00
22	100.00	100.00
23	100.00	100.00
24	100.00	100.00
25	100.00	100.00
26	100.00	100.00
27	100.00	100.00
28	100.00	100.00
29	100.00	100.00
30	100.00	100.00
31	100.00	100.00
32	100.00	100.00
33	100.00	100.00
34	100.00	100.00
35	100.00	100.00
36	100.00	100.00
37	100.00	100.00
38	100.00	100.00
39	100.00	100.00
40	100.00	100.00
41	100.00	100.00
42	100.00	100.00
43	100.00	100.00
44	100.00	100.00
45	100.00	100.00
46	100.00	100.00
47	100.00	100.00
48	100.00	100.00
49	100.00	100.00
50	100.00	100.00
51	100.00	100.00
52	100.00	100.00
53	100.00	100.00
54	100.00	100.00
55	100.00	100.00
56	100.00	100.00
57	100.00	100.00
58	100.00	100.00
59	100.00	100.00
60	100.00	100.00
61	100.00	100.00
62	100.00	100.00
63	100.00	100.00
64	100.00	100.00
65	100.00	100.00
66	100.00	100.00
67	100.00	100.00
68	100.00	100.00
69	100.00	100.00
70	100.00	100.00
71	100.00	100.00
72	100.00	100.00
73	100.00	100.00
74	100.00	100.00
75	100.00	100.00
76	100.00	100.00
77	100.00	100.00
78	100.00	100.00
79	100.00	100.00
80	100.00	100.00
81	100.00	100.00
82	100.00	100.00
83	100.00	100.00
84	100.00	100.00
85	100.00	100.00
86	100.00	100.00
87	100.00	100.00
88	100.00	100.00
89	100.00	100.00
90	100.00	100.00
91	100.00	100.00
92	100.00	100.00
93	100.00	100.00
94	100.00	100.00
95	100.00	100.00
96	100.00	100.00
97	100.00	100.00
98	100.00	100.00
99	100.00	100.00
100	100.00	100.00



- GENERAL NOTES:**
1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.



SCALE : 1" = 100'

SHEET 2 OF 2

Exhibit C

NOTICE OF SPECIAL MEETING OF PHASE I OWNERS OF THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.

TO ALL PHASE I PARCEL OWNERS:

On **THURSDAY, NOVEMBER 2ND, 2023**, at **7:00 P.M.**, at **FAITH LUTHERAN CHURCH, 2010 W. GRANADA BLVD., ORMOND BEACH, FL**, a Special Meeting of the Phase I Owners of The Ormond Green Homeowners Association, Inc. ("Association") will be held pursuant to §720.306, *Florida Statutes*, for the purpose of voting on reviving the declaration of covenants and other governing documents applicable to Phase I owners of the Association.

VOTING CERTIFICATES: Pursuant to Section 3.4 of your Bylaws, the vote of the owners of a lot owned by more than one person or by a corporation or other entity (including LLC or Trust) will be cast by the person named in a Voting Certificate signed by all of the owners of the lot and filed with the Secretary of the Association. **If such a certificate is not on file, the vote of such owner shall not be considered for quorum or any other purpose.** Owners that already have a voting certificate on file with the Association do not have to file another one. **A Voting Certificate is enclosed for your use if your lot is owned by more than one person, corporation or other entity.**

If you are unable to attend the special meeting and wish to vote by limited proxy, please note, the following information about **LIMITED PROXIES:**

1. A limited proxy (form enclosed) is for the purpose of appointing another person to vote for you in case you are not able to attend the special meeting.
2. **The LIMITED PROXY, VOTING CERTIFICATE (if applicable), (2) CONSENT FORMS, and ACKNOWLEDGMENT OF RECEIPT, should be submitted to the Organizing Committee of The Ormond Green Homeowners Association, Inc., prior to the meeting by EMAIL, MAIL, OR HAND-DELIVERY to: The Ormond Green Homeowners Association, Inc., Attn: Phase I MRTA Organizing Committee, P.O. Box 731361, Ormond Beach, FL 32173, or by email to contact@ormondgreenhoa.com**
3. You are highly encouraged to submit your completed proxy as far in advance of the special meeting date as possible.
4. If you appoint a proxy and later decide you will be able to attend the meeting in person, you may withdraw your proxy when you arrive at the meeting.
4. A proxy may be revoked in writing or superseded by a later proxy to another person.

DATED as of the 11th day of October, 2023.

BY ORDER OF THE ORGANIZING COMMITTEE OF THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.

JEFF DUNN, 18 Greenvale Drive, (407) 562-6335

MARK DOUGHERTY, 8 Ormond Green Blvd, (937) 371-4381

SHARYN MCCUE, 4 Prairieview Lane, (386) 316-2569

LINDA DESIMONE, 2 Ormond Green Blvd, (215) 962-5242



WRIGHT & CASEY P.A.
SURFCOASTLAW.COM

October 12, 2023

COPIES SENT VIA REGULAR U.S. MAIL OR HAND DELIVERY

TO: All Phase I Owners

RE: The Ormond Green Homeowners Association, Inc.

Dear Owner:

As legal counsel for The Ormond Green Homeowners Association, Inc. (the "Association"), I am pleased to provide you with the enclosed complete package regarding the proposed revitalization or reinstatement of the governing documents for Phase I of the Association, as required by §720.404, *Florida Statutes*. Also provided below is contact information for the Association's Covenant Revitalization Organizing Committee if you have any questions regarding the process.

The enclosed documents pertain to a Special Meeting to be held on **THURSDAY, NOVEMBER 2ND, 2023, at 7:00 P.M., at FAITH LUTHERAN CHURCH, 2010 W. GRANADA BLVD., ORMOND BEACH, FL**, at which time the Phase I Association members will vote to revive their governing documents. Voting to revive and reinstate the Association's governing documents with respect to Phase I will preserve the operation, management, maintenance, aesthetic character, and commons areas within and serving Phase I of the Association. This vote is to ensure that Phase I owners continue to be protected by the Association's governing documents. PLEASE NOTE: no changes, amendments, alterations, or modifications of any kind to the Association's governing documents will occur at the scheduled special meeting.

It is important that all Phase I owners (51 total) participate in this vote. Once a quorum is reached, a majority of Phase I owners (27 owners) must affirmatively pass revival and reinstatement of the governing documents.

340 North Causeway
New Smyrna Beach, Florida 32169
Telephone (386) 428-3311 Fax (386) 427-9516

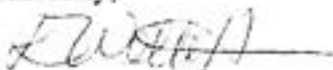
The enclosed special meeting package includes a notice of the special meeting, FAQs, a limited proxy, a voting certificate, two (2) consent forms, one (1) receipt acknowledgement form, the Association's governing documents to be revitalized, as well as a schedule of affected owners and graphic depiction of the real property to be governed by the revived Phase I Association documents.

A limited proxy is a means of allowing someone else to attend the meeting and vote on your behalf. The only available means of voting is to either attend the meeting in person or to designate a proxy to attend the meeting and vote on your behalf as you have indicated on the proxy form. The information contained in the limited proxy is used only to designate how the proxyholder is meant to vote on the owner's behalf and does not constitute a ballot. **This is the reason that your involvement and attendance at the meeting is critical.**

YOU ARE HIGHLY ENCOURAGED TO COMPLETE AND RETURN TO THE ASSOCIATION PRIOR TO THE MEETING THE FOLLOWING:

- 1. A completed LIMITED PROXY**
- 2. A completed VOTING CERTIFICATE**
- 3. Completed CONSENT FORMS, if you consent**
- 4. Completed ACKNOWLEDGEMENT OF RECEIPT**

Sincerely,



Erin E. Wollett
ewollett@surfcoastlaw.com

Enclosures

cc: The Ormond Green Homeowners Association, Inc. (via e-mail only)

THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.'S PHASE I COVENANT REVITALIZATION ORGANIZING COMMITTEE:

JEFF DUNN, 18 Greenvale Drive, (407) 562-6335

MARK DOUGHERTY, 8 Ormond Green Blvd, (937) 371-4381

SHARYN MCCUE, 4 Prairieview Lane, (386) 316-2569

LINDA DESIMONE, 2 Ormond Green Blvd, (215) 962-5242

**340 North Causeway
 New Smyrna Beach, Florida 32169
 Telephone (386) 428-3311 Fax (386) 427-9516**

**AFFIDAVIT OF MAILING OR HAND DELIVERING
NOTICE OF SPECIAL MEETING AND PROPOSED REVIVED PHASE I
DECLARATION AND OTHER GOVERNING DOCUMENTS TO ALL AFFECTED
PHASE I PARCEL OWNERS OF THE ORMOND GREEN HOMEOWNERS
ASSOCIATION, INC.**

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, personally appeared WILLARD DAVIS, in the capacity President of The Ormond Green Homeowners Association, Inc. (the "Association") who, after being duly sworn, deposes and says that the Organizing Committee prepared or caused to be prepared the complete text of the proposed Phase I Revived Declaration of Easements, Covenants, Conditions and Restrictions Regarding Phase I of The Ormond Green Homeowners Association, Inc., and such documents were mailed or hand delivered in accordance with Fla. Stat. § 720.405 to all affected Phase I parcel owners. A true and correct copy of the notice is attached hereto. The notice was mailed, or hand delivered, to each Phase I lot owner at the address last furnished to the Association and as set forth on the Schedule of Phase I Parcel Owners (attached as Exhibit B the MRTA Revitalization package sent to all Phase I owners).

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 9th day of November, 2023.

THE ORMOND GREEN HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
Printed Name: WILLARD DAVIS
Its: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing affidavit was acknowledged before me by means of physical presence or online notarization, this 9th day of November, 2023 by WILLARD DAVIS, as President of THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced Florida Drivers License as identification.

[SEAL]

[Signature]
Notary Public
Printed Name: Kurt D Ziolkowski

My commission expires: 5/9/2026



KURT D. ZIOLKOWSKI
Notary Public
State of Florida
Comm# HH262727
Expires 5/9/2026

Meeting Minutes of The Ormond Green Homeowners Association, Inc.

SPECIAL MEETING OF THE ORGANIZING
COMMITTEE AND BOARD OF DIRECTORS – PHASE I MRTA REVITALIZATION

Location: Faith Lutheran Church,
2010 W. Granada Blvd., Ormond
Beach, FL
Date: 11/2/2023
Time: 7:00 p.m.

ATTENDANCE:

PHASE I ORGANIZING COMMITTEE

Jeff Dunn
Mark Dougherty
Sharyn McCue
Linda DeSimone

BOARD MEMBERS

Willard Davis, President
Kjas Long, Vice President
Bryan Lambert, Secretary and Treasurer
Clair Atwell, Director
Christopher Mohn, Director

ERIN E. WOLLETT, ESQUIRE

Wright & Casey, P.A.
340 N. Causeway
New Smyrna Beach, Florida 32169
(386) 428-3311
Attending on behalf of the Association.

ALSO PRESENT:

Homeowners present via proxy or present in-person. Sign-in sheet attached hereto.

Meeting Called to Order at 7:15 p.m. by Will Davis, President

Purpose of Special Meeting Announced as Revival of Association's Phase I Declaration
and other governing documents applicable to Phase I only (Phase II has not expired under MRTA).

Meeting turned over to Erin E. Wollett, counsel for the Association.

Phase I Organizing Committee members present are recognized as: Jeff Dunn, Mark
Dougherty, Sharyn McCue, and Linda DeSimone.

Meeting Minutes of The Ormond Green Homeowners Association, Inc.

Quorum requires at least 16 members of Phase I, or 29 members of both Phase I and Phase II, present either in person or by proxy. As Secretary, I reviewed the proxies submitted as well as the attendees present in person and confirmed we have 55 total members participating in person or by proxy (exceeds all levels of quorum). Quorum is established.

Purpose of the meeting is restated to be the revitalization of the Association's governing documents which preserves the operation, management, maintenance, aesthetic character and common areas within and serving the association. This vote is to ensure that owners continue to be protected by the association's governing documents.

Confirmed that no changes, amendments, alterations, or the like to the association's governing documents will occur at this meeting. Further, no changes, amendments, alterations, or the like occurred to the association's governing documents in the process of revival.

Further confirmed that the schedule of affected Phase I parcel owners attached to these meeting minutes is accurate and has been ratified through this vote.

Notice of the Special Meeting is read aloud to establish that the meeting is taking place on November 2, 2023, at 7:00 pm, at Faith Lutheran Church, 2010 W. Granada Blvd., Ormond Beach, FL, and that after this meeting these minutes will be submitted to the Florida Department of Economic Opportunity for statutory review.

Prior to conducting the Phase I member vote, the floor was open to members for questions/comments.

To revive and reinstate the Phase I governing documents, the association requires a majority vote of affected Phase I parcel owners (51 total Phase I lots) which would be at least 27 members voting in the affirmative. As Secretary, I reviewed the proxies submitted and can confirm that we have 21 Phase I member proxies voting in the affirmative to revive and reinstate said Phase

Meeting Minutes of The Ormond Green Homeowners Association, Inc.

I governing documents. The affected Phase I members present in-person who are authorized to vote were asked to voice "aye" in favor of reinstating is 13. TOTAL VOTES IN FAVOR: 34.

As Secretary, I reviewed the proxies submitted and can confirm that we have 10 Phase I member proxies voting in the negative. The affected Phase I members present in-person who are authorized to vote were asked to voice "nay" in opposition of reinstating is 3. TOTAL VOTES IN OPPOSITION: 13. Confirmed that 34 affected Phase I members voted in favor of reinstatement of the governing documents which exceeds the minimum number of 27 needed.


This vote was based upon Florida Statutes Chapters 720 and 712, pursuant to the requirements for revitalization.

Reviewed and confirmed the affidavit of the President attesting to the fact that the special notice package was provided to all affected Phase I owners at least 14 days in advance of today's meeting date by way of mail and/or hand delivery and that the package included a letter to the affected Phase I owners from the office of Wright & Casey, P.A., a notice of special meeting, a limited proxy, the Phase I declaration of covenants and easements, as amended, bylaws, articles of incorporation, together with any amendments, the plat map, and schedule of affected Phase I owners.

Kjas Long made a motion to adjourn the meeting which was seconded by Bryan Lambert.

Meeting adjourned at 8:30 p.m. Meeting concluded.

Dated this 16 day of Nov, 2023.


BRYAN LAMBERT, TREASURER AND
SECRETARY

CERTIFICATE OF ATTORNEY

THIS IS TO CERTIFY THAT:

The following is a true copy of the proof of notice of the meeting to all affected Phase I owners of the meeting and the minutes of the meeting recording the votes of the affected Phase I property owners of The Ormond Green Homeowners Association, Inc. (the "Association"), which was approved by a majority of the affected Phase I property owners pursuant to Fla. Stat. § 720.405, as follows:

WHEREAS, the attached Notice of Special Meeting was prepared and delivered to all affected Phase I property owners of the Association at least fourteen (14) days in advance of the Special Meeting; and

WHEREAS, the duly noticed Special Meeting did take place on November 2, 2023, and I was present at the meeting and assisted to conduct the meeting; and

WHEREAS, the attached meeting minutes accurately reflect the events which took place at the Special Meeting including achievement of a quorum (55 owners participating which exceeds 30% of Phase I and Phase II and further exceeds a simple majority of Phase I and Phase II) and an affirmative vote by at least a majority (34 of 51) of the affected Phase I property owners to revive and reinstate the Phase I Declaration and other governing documents of the Association in accordance with the requirements of Florida Statutes, Chapters 720 and 712;

NOW THEREFORE, as an attorney licensed to practice in the State of Florida and as legal counsel for the Association, I hereby certify that the notice of meeting was properly delivered to all affected Phase I property owners in advance of the special meeting in accordance with legal requirements and that all legal requirements for approval of revival were achieved as documented in the attached meeting minutes.

IN WITNESS WHEREOF, this attorney certificate is executed as of this 22 day of November, 2023.

WITNESSES:

[Signature]
Signature

Amy Dmardi
Print Name

[Signature]
Signature

HANNAH CANTRELL

Print Name

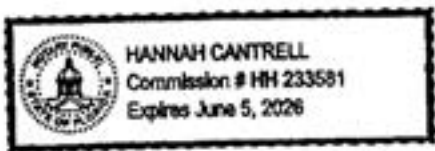
[Signature]

ERIN E. WOLLETT, ESQ.
Wright & Casey, P.A.
Florida Bar No.: 0041756

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing affidavit was acknowledged before me by means of physical presence or online notarization, this 22 day of November, 2023 by ERIN E. WOLLETT, ESQ., counsel for The Ormond Green Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me.

[SEAL]



[Signature]
Notary Public HANNAH CANTRELL
Printed Name: _____

My commission expires: 6/5/2026

January 19, 2024

Erin E. Wollett, Esq.
Wright & Casey, P.A.
340 North Causeway
New Smyrna Beach, Florida 32169

**Re: The Ormond Green Homeowners Association, Inc.; Approval;
Determination Number: 24016**

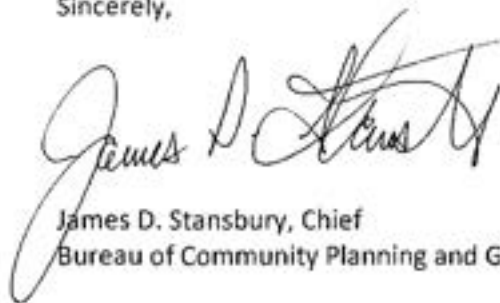
Dear Ms. Wollett:

The Florida Department of Commerce¹ (Commerce) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for The Ormond Green Homeowners Association, Inc. (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Florida Department of Commerce, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/bp/rm

¹ On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce ("Commerce"). Effective July 1, 2023, all references to "Department of Economic Opportunity" or "DEO" are hereby replaced with "Florida Department of Commerce" or "Commerce," as appropriate.

Erin E. Wollett, Esq.
January 19, 2024
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE FLORIDA DEPARTMENT OF COMMERCE WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
FLORIDA DEPARTMENT OF COMMERCE
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@COMMERCE.FL.GOV

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.