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July 15, 1996

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STATE OF FLORIDA

VIA FEDERAL EXPRESS

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32301

4000001885414
-07/16/96-01171-001
***122.50 ***122.50

Re: WATERFORD LAKES TRACT N-19 NEIGHBORHOOD
ASSOCIATION, INC.
File No. 7063/71397

Dear Sir:

Enclosed please find the following documents relating to the above-referenced corporation:

1. Original and one copy of the Articles of Incorporation;
2. Our check in the amount of \$122.50 to cover:
 - (a) \$35.00 for filing fee;
 - (b) \$52.50 for one certified copy of the articles of incorporation;
 - (c) \$35.00 for certificate designating registered agent.

Please file the enclosed documents and return to me a certified copy of the Articles of Incorporation.

Sincerely,

Cathleen A. Coffey
Cathleen A. Coffey
Real Estate Paralegal

CAC/
Enclosures
cc: Gloria M. Lockridge, Esq.
Ms. Ivette Velasquez w/o enclosures

96
JUN 11 1996
1:40

ARTICLES OF INCORPORATION
OF
WATERFORD LAKES TRACT N-19
NEIGHBORHOOD ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned subscribers, all of whom are above the age of eighteen (18) years and competent to contract, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit, the Articles of Incorporation of which read as follows:

ARTICLE I

NAME

The name of this corporation is **WATERFORD LAKES TRACT N-19 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not for profit corporation, hereinafter referred to as the "Neighborhood Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Neighborhood Association is located at 12553 Lake Underhill Drive, Orlando, Florida 32828.

ARTICLE III

INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Association shall be located at 12553 Lake Underhill Drive, Orlando, Florida 32828 and the initial registered agent of the Neighborhood Association at that address shall be Ralph E. Smith, Sr. The Neighborhood Association may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles of Incorporation.

ARTICLE IV

PURPOSE AND POWERS OF THE NEIGHBORHOOD ASSOCIATION

This Neighborhood Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for the ownership, operation, maintenance, and preservation of the Neighborhood Common Area and for the maintenance and improvement of any easements granted to the Neighborhood Association within the Neighborhood known as **WATERFORD LAKES TRACT N-19 NEIGHBORHOOD ASSOCIATION, INC.** (the "Neighborhood"). The Neighborhood is more particularly described in Exhibit A attached hereto and incorporated herein by this reference and is located in the development known as Waterford Lakes in Orange County,

Florida. Additionally, the Neighborhood Association was formed to preserve the architectural control of the Neighborhood and promote the health, safety and welfare of its members and residents within the Neighborhood and any additional properties as may hereafter be brought within the jurisdiction of the Neighborhood Association, and to:

Section 4.1. Exercise all of the powers, enforcement rights and privileges and to perform all of the duties and obligations of the Neighborhood Association as set forth in that certain Declaration of Neighborhood Covenants, Conditions and Restrictions of Waterford Lakes Tract N-19 Neighborhood, hereinafter called the "Neighborhood Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court in and for Orange County, Florida and as the same may be amended from time to time as therein provided, said Neighborhood Declaration being incorporated herein as if set forth at length;

Section 4.2. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Neighborhood Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Neighborhood Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Neighborhood Association;

Section 4.3. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Neighborhood Association;

Section 4.4. Borrow money, and with the assent of the representatives of two-thirds (2/3) of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

Section 4.5. Dedicate, sell or transfer all or any part of the Neighborhood 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, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the votes of each class of Members, agreeing to such dedication, sale or transfer. However, there shall be no requirement of participation by or agreement of the Members in the event the dedication, sale or transfer is incidental to a replatting of any portion of the Neighborhood Common Area;

Section 4.6. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Neighborhood Common Area; provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of each class of Members; provided, however, that Declarant may, but is not obligated to, annex the remainder of Waterford Lakes Tract N-19 as described in Exhibit B attached hereto (which property is part of the "Master Plan") to the Neighborhood Association (by filing an amendment to these Articles of Incorporation) without the joinder or consent of any other party except the owner of the Exhibit B property, if such owner is other than Declarant. Unless and until Declarant amends these Articles of Incorporation, to add the Exhibit B property, the Exhibit B property shall not be part of the Neighborhood and shall not be subject to the jurisdiction of the Neighborhood Association; and

Section 4.7. Purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to contract for the management and maintenance of the Neighborhood Common Area and to authorize a management agent to assist the Neighborhood Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Neighborhood Common Area with funds as shall be made available by the Neighborhood Association for such purposes. The Neighborhood Association and its officers shall, however, retain at all times the powers and duties granted by the Neighborhood Declaration, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Neighborhood Association; and

Section 4.8. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Section 5.1. Every owner, including the Declarant, shall be a Member of the Neighborhood Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit, Lot or Residential Property. Memberships in the Neighborhood Association shall not be assignable, except to the successor-in-interest of the Member.

Section 5.2. There shall be three (3) classes of Members as follows:

- (a) Class A Members. Class A Members shall be all Owners with the exception of (i) the Declarant and (ii) Class "C" Members.
- (b) Class B Members. The Class B Member shall be the Declarant or its specifically designated (in writing) successor who shall remain a member so long as it owns a Lot or Unit subject to the Declaration; provided that the Class B membership shall cease and be converted to Class A membership as set forth in Section 6.2 hereof.
- (c) Class C Members. Class C Members shall consist of all Builders. Upon the transfer of title of any Lot or Unit which is held for resale by a Builder, the Class C membership interest appurtenant to such Lot or Unit shall automatically be converted to a Class A membership interest, unless the Lot or Unit is resold to the Declarant, in which case the membership shall automatically be converted to a Class B membership interest, or unless the Lot, with no Unit built thereon, is sold to another Builder, with the consent of Declarant, in which case the membership shall not convert.
- (d) "Declarant", "Owner", "Unit", "Lot" and any other defined terms used herein or elsewhere in these Articles are used with the definitions given those terms in the Neighborhood Declaration.

ARTICLE VI
VOTING RIGHTS

Section 6.1. Class A Members. Each Class A Member shall be entitled to one vote for each Unit owned by the Class A Member. In no event shall more than one (1) vote be cast with respect to any Unit.

Section 6.2. Class B Members. The Class B Member(s) shall be the Declarant which shall be entitled to three (3) votes for each Unit owned by it in the Neighborhood that is subject to assessment by the Neighborhood Association. The Class B membership shall cease and be converted to Class A membership upon turnover of the Neighborhood Association as set forth in Article VII herein.

Section 6-3. Class C Members. Each Class C Member shall be allocated one (1) vote for each unit owned by the Class C Member.

ARTICLE VII
TURNOVER

Section 7.1 Time of Turnover. The Turnover of the Neighborhood Association by the Declarant shall occur at the Turnover meeting described in Section 7.2 below, which meeting shall take place within sixty (60) days of the occurrence of the following events, whichever occurs earliest:

- (a) December 31, 2016.
- (b) Upon voluntary conversion to Class A membership by the Declarant.
- (c) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

The Declarant, or its successors or assigns, shall remain a member so long as it owns a Lot or Unit subject to this Neighborhood Declaration.

Section 7.2 Procedure of Calling Turnover Meeting. The purpose of the Turnover meeting shall be to elect directors to the Neighborhood Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Neighborhood Association shall notify in writing all Members of the date, location and purpose of the Turnover meeting.

Section 7.3 Procedure for Meeting. The Turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

ARTICLE VIII

BOARD OF DIRECTORS

Section 8.1. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members and until their successors are elected or appointed and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
RALPH E. SMITH, SR.	12553 Lake Underhill Drive Orlando, FL 32828
BARBARA SMITH	12553 Lake Underhill Drive Orlando, FL 32828
IVETTE VELASQUEZ	12553 Lake Underhill Drive Orlando, FL 32828

Section 8.2. The affairs of the Neighborhood Association shall be managed by a Board of Directors as provided in and subject to the requirements of Article IV of the By-Laws, but such Board of Directors shall consist of at least three (3) Directors. Any Directors appointed by the Declarant need not be a Member of the Neighborhood Association and need not be residents of the State of Florida. All Directors not appointed by the Declarant shall be Members in good standing of the Neighborhood Association and residents of the State of Florida. No Member of the Neighborhood Association (whether appointed by Declarant or elected) shall be eligible to be a Director unless such Member is (a) a Member in good standing, and (b) has not violated any of the terms and conditions of the Neighborhood Declaration. Each Director elected by Members shall serve for a term from the date of the meeting at which he is elected until the next annual meeting; provided, any Director appointed by the Class B member shall serve at the pleasure of the Class B member, and may be removed from office, and a successor Director may be appointed at any time by the Class B member.

ARTICLE IX

AMENDMENTS

Section 9.1. Proposal. An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Neighborhood Association acting upon a vote of the majority of the Directors, or by a majority of the Members of the Neighborhood Association, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Neighborhood Association, or the acting chief executive officer in his absence, and a Meeting of the Members of the Neighborhood Association shall be called not later than sixty (60) days from the receipt by him of the proposed amendment or amendments.

Section 9.2. Notice. It shall be the duty of the Secretary to give each Member written notice of such meeting, stating the proposed amendment or amendments in reasonable detailed form, which notice shall be mailed or presented personally to each Member not less than fourteen (14) days nor more than sixty (60) days before the date set for the meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Neighborhood Association, with postage thereupon prepaid. 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 Neighborhood Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member.

Section 9.3. Resolution. At the meeting at which the amendment is to be proposed and considered, a resolution for the adoption of the proposed amendment may be made by any member of the Board of Directors of the Neighborhood Association, or by any Member of the Neighborhood Association, present in person or by proxy.

Section 9.4. Approval. Except as elsewhere provided, the approval of a resolution for the adoption of a proposed amendment to these Articles of Incorporation shall require the affirmative vote of a majority of the members of the Board of Directors of the Neighborhood Association, and the affirmative vote of not less than seventy-five (75%) percent of the total votes that may be cast by the voting Members of the Neighborhood Association. Members of the Board of Directors and Members of the Neighborhood Association not present in person or by proxy at the meeting at which the amendment is to be considered may express their approval (or disapproval) of the amendment in writing, provided that such approval is delivered to the Secretary of the Neighborhood Association prior to the commencement of the meeting.

Section 9.5. Limitation. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members, nor any changes in Sections 4.4, 4.5 and 4.6 of Article IV entitled "Purpose and Powers of the Neighborhood Association", without approval of two-thirds (2/3) of the votes of each class of Members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Neighborhood Declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or the designated successor of the Declarant, unless the Declarant or such successor shall join in the execution of the amendment. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, dedication and/or mortgaging of Neighborhood Common Area, dissolution, and amendment of these Articles.

Section 9.6. Recording. Any amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each amendment of these Articles of Incorporation shall be recorded in the Public Records of Orange County, Florida, within thirty (30) days from the date on which the same is filed and returned from the office of the Secretary of State.

Section 9.7. Exhibit B Property. Any amendment of these Articles of Incorporation to add the Exhibit B property need not be signed or voted on by any party except Declarant and the owner of the Exhibit B property, if such owner is other than the Declarant.

ARTICLE X

OFFICERS

The affairs of the Neighborhood Association will be administered by the officers designated in the By-Laws of the Neighborhood Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of Members of the Neighborhood Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who are to manage the affairs of the Neighborhood Association until the annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

PRESIDENT - RALPH E. SMITH, SR.

VICE PRESIDENT - BARBARA SMITH

SECRETARY/TREASURER - IVETTE VELASQUEZ

ARTICLE XI

INDEMNIFICATION

Section 11.1. Indemnity. The Neighborhood Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, employee, officer or agent of the Neighborhood Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Neighborhood Association, and, with respect to any criminal action or proceedings, has no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Neighborhood Association, unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Neighborhood Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 11.2. Expenses. To the extent that a Director, officer, employee or agent of the Neighborhood Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any action, suit

or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 11.3. Approval. Any indemnification under Section 11.1 above (unless ordered by a Court) shall be made by the Neighborhood Association only as authorized in the specific case upon a determination that indemnification of the Directors, officers, employees or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 11.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority of the Members.

Section 11.4. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Neighborhood Association in advance of the final disposition or such action, suit or proceeding as authorized by the Board of Directors in any specific case upon receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Neighborhood Association as authorized in this Article XI.

Section 11.5. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any ByLaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

Section 11.6. Insurance. The Neighborhood Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Neighborhood Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Neighborhood Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII

BY-LAWS

The first By-Laws of the Neighborhood Association will be adopted by the Directors named herein, and may be altered, amended, or rescinded in the manner provided by said By-Laws. Any By-Laws adopted by the Board of Directors shall be consistent with these Articles.

ARTICLE XIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 13.1 No contract or transaction between the Neighborhood Association and one or more of its Directors or officers, or between the Neighborhood Association and any other corporation, partnership, or Neighborhood Association, or other organization in which one or more of its Directors or officers are Directors or officers have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Neighborhood Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Section 13.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV

FHA/VA

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XV

DEFINITIONS

Capitalized terms contained herein shall have the definitions and meaning set forth in the Declaration of Protective Covenants, Conditions and Restrictions of the Waterford Lakes Tract N-19 Neighborhood Association, Inc.

ARTICLE XVI

The name and address of the subscriber to these Articles of Incorporation is:


RALPH E. SMITH, SR.
12553 Lake Underhill Drive
Orlando, Florida 32828

ARTICLE XVII

DISSOLUTION

The Neighborhood Association may be dissolved with the assent given by not less than two-thirds (2/3) of the votes of each Class of Members. Upon dissolution of the Neighborhood Association, other than incident to a merger or consolidation, the assets of the Neighborhood Association shall be disposed of or transferred in accordance with the provisions of Article XVI, Section 14 of the Neighborhood Declaration.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 11 day of July, 1996.

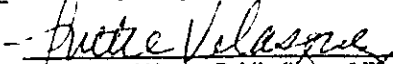


Ralph E. Smith, Sr.

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11 day of July, 1996, by Ralph E. Smith, Sr.



Signature of Notary Public-State of Florida
Print, type or stamp commissioned name of Notary
Personally known OR Produced Identification _____
Type of Identification Produced _____



EXHIBIT A

(the "Property" or the "Neighborhood")

Lots 1 through 76, inclusive, and Tracts B, C, D, F and G, WATERFORD LAKES TRACT N-19, according to the plat thereof to be recorded in the Public Records of Orange County, Florida.

EXHIBIT "B"

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 31 EAST AND A PORTION OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 31 EAST, RUN $N00^{\circ}09'52''W$, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 29.87 FEET; THENCE DEPARTING SAID EAST LINE, RUN $S89^{\circ}50'08''W$, A DISTANCE OF 175.00 FEET FOR A POINT OF BEGINNING; SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF LAKE UNDERHILL ROAD, AS RECORDED IN PLAT BOOK , PAGES , PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE $S00^{\circ}09'52''E$, A DISTANCE OF 37.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $29^{\circ}50'08''$ AND A RADIUS OF 530.09 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 276.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $01^{\circ}42'52''$ AND A RADIUS OF 492.37 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 14.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF $93^{\circ}57'03''$ AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.99 FEET; THENCE DEPARTING SAID CURVE, RUN $S27^{\circ}48'49''E$, A DISTANCE OF 80.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF $02^{\circ}24'12''$ AND A RADIUS OF 375.00 FEET; THENCE FROM A TANGENT BEARING OF $N82^{\circ}14'11''E$, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A CENTRAL ANGLE OF $77^{\circ}14'39''$ AND A RADIUS OF 25.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $08^{\circ}38'18''$ AND A RADIUS OF 492.37 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 48.17 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $06^{\circ}42'27''$ AND A RADIUS OF 530.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.05 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WATERFORD LAKES TRACT N-19 PHASE 1, AS RECORDED IN PLAT BOOK , PAGES , PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN $S50^{\circ}23'54''W$, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 74.58 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF $01^{\circ}57'52''$ AND A RADIUS OF 17038.73 FEET; THENCE FROM A TANGENT BEARING OF $S81^{\circ}29'39''W$, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTHWESTERLY LINE AND THE

NORTHERLY LINE OF WATERFORD LAKES TRACT N-22 PHASE I, AS RECORDED IN PLAT BOOK 36, PAGES 28-28, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 584.18 FEET; THENCE DEPARTING SAID CURVE, RUN N11°28'31"W, A DISTANCE OF 34.26 FEET; THENCE N43°19'12"W, A DISTANCE OF 90.66 FEET; THENCE N14°58'07"W, A DISTANCE OF 300.09 FEET; THENCE N07°30'18"W, A DISTANCE OF 195.62 FEET; THENCE N89°34'57"W, A DISTANCE OF 233.21 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE EAST-WEST EXPRESSWAY AS RECORDED IN D.R. BOOK 4081, PAGE 3445, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 02°48'53" AND A RADIUS OF 1209.38 FEET; THENCE FROM A TANGENT BEARING OF N14°38'08"E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.41 FEET; THENCE DEPARTING SAID CURVE AND SAID RIGHT-OF-WAY LINE, RUN N39°28'29"E, A DISTANCE OF 23.73 FEET; THENCE N61°41'36"E, A DISTANCE OF 76.17 FEET; THENCE N25°24'52"E, A DISTANCE OF 20.74 FEET; THENCE N11°36'43"E, A DISTANCE OF 77.03 FEET; THENCE N03°33'50"W, A DISTANCE OF 24.81 FEET; THENCE N14°20'33"W, A DISTANCE OF 54.40 FEET; THENCE N00°51'21"W, A DISTANCE OF 100.09 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID WATERFORD LAKES TRACT N-19 PHASE I; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTHERLY LINE; THENCE S89°33'13"E, A DISTANCE OF 195.60 FEET; THENCE S80°53'50"E, A DISTANCE OF 205.60 FEET; THENCE N38°06'10"E, A DISTANCE OF 81.83 FEET; THENCE S44°42'20"E, A DISTANCE OF 80.29 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A CENTRAL ANGLE OF 85°34'49" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF N39°06'10"E, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.49 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 32°48'26" AND A RADIUS OF 375.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 214.72 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 82°30'17" AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.00 FEET TO A POINT ON THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF LAKE UNDERHILL ROAD; SAID POINT ALSO BEING THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 04°13'53" AND A RADIUS OF 950.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.16 FEET TO THE POINT OF TANGENCY; THENCE RUN S09°31'03"E, A DISTANCE OF 18.77 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 09°21'10" AND A RADIUS OF 520.57 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 84.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.730 ACRES, MORE OR LESS.

LESS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 31 EAST, RUN $N00^{\circ}09'52''W$, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 119.32 FEET; THENCE DEPARTING SAID EAST LINE, RUN $S89^{\circ}50'08''W$, A DISTANCE OF 288.72 FEET FOR A POINT OF BEGINNING; THENCE RUN $S03^{\circ}29'10''E$, A DISTANCE OF 180.49 FEET; THENCE $S04^{\circ}01'32''E$, A DISTANCE OF 72.43 FEET; THENCE $S14^{\circ}53'12''E$, A DISTANCE OF 121.60 FEET; THENCE $S79^{\circ}30'19''W$, A DISTANCE OF 86.93 FEET; THENCE $S80^{\circ}30'43''W$, A DISTANCE OF 50.00 FEET; THENCE $S09^{\circ}29'17''E$, A DISTANCE OF 108.00 FEET; THENCE $S80^{\circ}30'43''W$, A DISTANCE OF 20.00 FEET; THENCE $N09^{\circ}29'17''W$, A DISTANCE OF 108.00 FEET; THENCE $S80^{\circ}30'43''W$, A DISTANCE OF 72.58 FEET; THENCE $N14^{\circ}58'07''W$, A DISTANCE OF 160.34 FEET; THENCE $N11^{\circ}28'25''W$, A DISTANCE OF 53.83 FEET; THENCE $N01^{\circ}48'30''W$, A DISTANCE OF 53.41 FEET; THENCE $N07^{\circ}30'46''E$, A DISTANCE OF 48.75 FEET; THENCE $N16^{\circ}24'28''E$, A DISTANCE OF 48.75 FEET; THENCE $N25^{\circ}18'10''E$, A DISTANCE OF 48.75 FEET; THENCE $N34^{\circ}10'17''E$, A DISTANCE OF 48.46 FEET; THENCE $S74^{\circ}52'03''E$, A DISTANCE OF 139.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.911 ACRES, MORE OR LESS.

TOGETHER WITH:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 31 EAST, RUN $S09^{\circ}38'08''E$, A DISTANCE OF 126.88 FEET; THENCE RUN $S27^{\circ}38'38''E$, A DISTANCE OF 130.80 FEET; THENCE $S48^{\circ}11'52''W$, A DISTANCE OF 109.27 FEET TO A POINT ON THE EAST BOUNDARY LINE OF WATERFORD LAKES TRACT N-19 PHASE I, AS RECORDED IN PLAT BOOK , PAGES , PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $11^{\circ}48'08''$ AND A RADIUS OF 432.37 FEET; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID EAST LINE; THENCE FROM A TANGENT BEARING OF $N41^{\circ}48'08''W$, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.08 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF $29^{\circ}50'08''$ AND A RADIUS OF 548.84 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 284.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF $09^{\circ}21'10''$ AND A RADIUS OF 570.87 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.14 FEET TO THE POINT OF TANGENCY; THENCE RUN $N09^{\circ}31'03''W$, A DISTANCE OF 18.77 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF $18^{\circ}42'21''$ AND A RADIUS OF 800.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 293.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF $07^{\circ}28'22''$ AND A RADIUS OF 800.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 104.34 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED WATERFORD LAKES TRACT N-19 PHASE I; THENCE DEPARTING SAID EAST LINE, RUN $N89^{\circ}50'08''E$, ALONG SAID SOUTH LINE, A DISTANCE OF 125.43 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, RUN $S00^{\circ}09'52''E$, A DISTANCE OF 537.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.813 ACRES, MORE OR LESS.

TOTAL ACREAGE: 13.332 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH RANGE 31 EAST; THENCE RUN S89°12'52"E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 2225.04 FEET TO A POINT ON THE MEANDERING CENTERLINE OF A STREAM FOR A POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE CONTINUE S89°12'52"E, ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 446.47 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE, RUN S00°09'52"E, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1341.82 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°12'52"W, A DISTANCE OF 726.19 FEET TO A POINT ON THE AFOREMENTIONED MEANDERING CENTERLINE OF A STREAM; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID MEANDERING CENTERLINE; THENCE N34°01'50"E, A DISTANCE OF 16.12 FEET; THENCE N51°04'58"W, A DISTANCE OF 20.92 FEET; THENCE N10°21'03"E, A DISTANCE OF 46.92 FEET; THENCE N11°38'02"E, A DISTANCE OF 38.66 FEET; THENCE S87°18'37"W, A DISTANCE OF 31.42 FEET; THENCE N08°44'20"W, A DISTANCE OF 25.28 FEET; THENCE N72°34'14"E, A DISTANCE OF 23.60 FEET; THENCE N17°31'42"W, A DISTANCE OF 24.28 FEET; THENCE N59°03'40"W, A DISTANCE OF 33.62 FEET; THENCE N20°44'55"E, A DISTANCE OF 49.62 FEET; THENCE N81°13'11"W, A DISTANCE OF 28.43 FEET; THENCE N13°34'24"E, A DISTANCE OF 66.38 FEET; THENCE N70°42'43"E, A DISTANCE OF 47.32 FEET; THENCE N21°48'09"E, A DISTANCE OF 82.72 FEET; THENCE N42°05'42"W, A DISTANCE OF 27.41 FEET; THENCE S66°50'34"W, A DISTANCE OF 14.93 FEET; THENCE N25°38'39"W, A DISTANCE OF 25.60 FEET; THENCE N24°32'58"E, A DISTANCE OF 28.84 FEET; THENCE N23°41'05"W, A DISTANCE OF 75.88 FEET; THENCE N19°32'25"E, A DISTANCE OF 50.93 FEET; THENCE N22°21'17"W, A DISTANCE OF 31.36 FEET; THENCE N58°41'39"W, A DISTANCE OF 25.70 FEET; THENCE N28°01'48"W, A DISTANCE OF 68.65 FEET; THENCE N36°04'57"E, A DISTANCE OF 105.54 FEET; THENCE N76°04'11"E, A DISTANCE OF 43.09 FEET; THENCE N57°14'23"E, A DISTANCE OF 69.64 FEET; THENCE N27°33'05"E, A DISTANCE OF 75.53 FEET; THENCE N56°05'14"E, A DISTANCE OF 68.93 FEET; THENCE N13°49'29"E, A DISTANCE OF 61.19 FEET; THENCE N01°51'39"W, A DISTANCE OF 100.06 FEET; THENCE N38°44'38"E, A DISTANCE OF 31.38 FEET; THENCE N11°12'24"E, A DISTANCE OF 51.37 FEET; THENCE N04°11'17"W, A DISTANCE OF 92.87 FEET; THENCE N23°20'42"E, A DISTANCE OF 62.47 FEET; THENCE N38°00'08"E, A DISTANCE OF 52.14 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 AND SAID POINT OF BEGINNING

**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE
SERVICE OF PROCESS WITHIN FLORIDA AND REGISTERED
AGENT UPON WHOM PROCESS MAY BE SERVED**

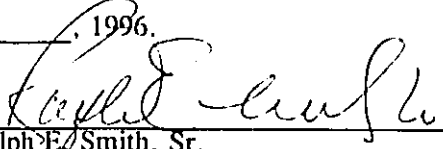
In compliance with Section 48.091, Florida Statutes, the following is submitted:

WATERFORD LAKES TRACT N-19 NEIGHBORHOOD ASSOCIATION, INC.,
desiring to organize as a corporation under the laws of the State of Florida with its registered
office at 12553 Lake Underhill Drive, Orlando, Florida 32828 has named and designated
Ralph E. Smith, Sr. as its Registered Agent to accept service of process within the State of
Florida.

ACKNOWLEDGEMENT

HAVING BEEN NAMED to accept service of process for the above named
corporation, at the place designated in this Certificate, I hereby agree to act in this capacity,
and I further agree to comply with the provisions of all statutes relating to the proper and
complete performance of my duties as Registered Agent.

Dated this 12 day of JULY, 1996.



Ralph E. Smith, Sr.
Registered Agent

RECEIVED
JUL 11 1996
CLERK OF COURT

N. 96000003800

AKERMAN, SENTERFITT & EIDSON, P. A.

ATTORNEYS AT LAW

CITRUS CENTER
255 SOUTH ORANGE AVENUE
POST OFFICE BOX 231
ORLANDO, FLORIDA 32802-0231
(407) 843-7880
TELECOPY (407) 843-6610

FILED
96 NOV -1 AM 9:43
SECRETARY OF STATE
TALLAHASSEE FLORIDA

October 31, 1996

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-11/01/96--01102--008
*****87.50 *****87.50

VIA F. DERAL EXPRESS

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32301

Re: WATERFORD LAKES TRACT N-19 NEIGHBORHOOD
ASSOCIATION, INC.
File No. 7063/71397

Dear Sir:

Enclosed please find the following documents relating to the
above-referenced corporation:

1. Original and one copy of the Articles of Amendment to
Articles of Incorporation;
2. Our check in the amount of \$87.50 to cover:
 - (a) \$35.00 for filing fee;
 - (b) \$52.50 for one certified copy of the Articles of
Amendment.

Please file the enclosed documents and return to me a
certified copy of the Articles of Incorporation.

NOTE:
Attachment as stated in #3
was not attached. This is NOT
filed with this office and we file
don't need it in order to file
the Amend.

Sincerely,

Cathleen A Coffey

Cathleen A. Coffey
Real Estate Paralegal

CAC/
Enclosures

cc: Gloria M. Lockridge, Esq.

Amend

WP2: [CCOFFEY, PLAT-N19]LTR-SEC-OF-STATE-AMENDMENT-ARTICLES.

VS NOV 7 1996

Prepared by:
Gloria M. Lockridge, Esq.
AKERMAN, SENTERFITT & EIDSON, P.A.
255 So. Orange Avenue
Orlando, FL 32801

Orange Co FL 5815494
10/25/96 03:43:39pm
OR Bk 5144 Pg 24095
Reg 15.00

FILED
NOV -1 AM 9:43
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
WATERFORD LAKES TRACT N-19 NEIGHBORHOOD ASSOCIATION, INC.

Pursuant to Section 617, Florida Statutes, the Articles of Incorporation of WATERFORD LAKES TRACT N-19 NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation, are hereby amended as follows:

FIRST: The first sentence of Section 9.4 - Approval, is hereby deleted in its entirety and the following sentence is substituted:

Except as elsewhere provided, the approval of a resolution for the adoption of a proposed amendment to these Articles of Incorporation shall require the affirmative vote of a majority of the members of the Board of Directors of the Neighborhood Association, and the affirmative vote of a majority of each class of Members of the Neighborhood Association.

SECOND: The foregoing Amendment was adopted on October 23, 1996, by all of the Directors and members entitled to vote, and the number of votes cast for the Amendment were sufficient for approval.

THIRD: This Amendment to Articles of Incorporation amends those certain Articles of Incorporation attached as Exhibit C-1 to that certain Declaration of Neighborhood Covenants, Conditions and Restrictions of Waterford Lakes Tract N-19 Neighborhood Association, Inc. recorded in Official Records Book 5136, Page 3877, Public Records of Orange County, Florida.

WP2: (CCOFFEY, PLAT-N19) AMENDMENT-TO-ARTICLES.

✓ RETURN AND RETURN TO:
CATHLEEN A. COFFEY
AKERMAN, SENTERFITT & EIDSON, P.A.
255 South Orange Avenue, Suite 1700
Post Office Box 231
Orlando, Florida 32802
(407) 843-7860

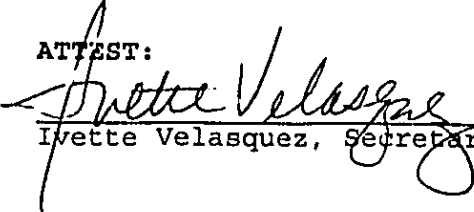
IN WITNESS WHEREOF, the undersigned has caused these
Articles of Amendment to be executed by the President of the
Corporation this 23 day of October, 1996.

WATERFORD LAKES TRACT N-19 NEIGHBORHOOD
ASSOCIATION, INC.

By: 
Ralph E. Smith, Sr., President

Address: 12553 Lake Underhill Drive
Orlando, Florida 32828

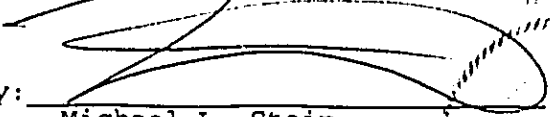
ATTEST:


Ivette Velasquez, Secretary

DR Bk 5144 Pg 2410
Orange Co FL 5815494

The undersigned hereby consents to the above described
Amendment to the Articles of Incorporation for WATERFORD LAKES
TRACT N-19 NEIGHBORHOOD ASSOCIATION, INC.

WATERFORD PROPERTY HOLDINGS, INC.,
a Florida corporation

By: 
Michael L. Stein

As: Chairman and C.E.O.

Address: 12553 Lake Underhill Drive
Orlando, Florida 32828

OR Bk 5144 Pg 2411
Orange Co FL 5815494
Recorded - Martha O. Haynie