

EXHIBIT "B"

**ARTICLES OF INCORPORATION
OF
THE TOWNHOMES AT AVALON LAKES ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes, Chapters 617 and 720, the undersigned Incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE 1

NAME OF CORPORATION

The name of the corporation is THE TOWNHOMES AT AVALON LAKES ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE 2

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal place of business and the mailing address of the Association is located at 11507 North Shore Golf Club Blvd., Orlando, FL 32832.

ARTICLE 3

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 11507 North Shore Golf Club Blvd., Orlando, FL 32832, and the name of the initial registered agent at that address is Robert L. Secrist, III.

ARTICLE 4

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for Avalon Lakes recorded or to be recorded in the Public Records of Orange County, Florida, as it may from time to time be amended or supplemented (hereinafter called the "Declaration").

ARTICLE 5

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the improvement, operation, maintenance, repair and replacement of the Property and Common Areas, the Common Roofs, the Party Walls, the Pool Area and the grass, landscaping and irrigation system located on all the Lots. The Association shall levy and collect adequate assessments against the members of Association for the costs of such improvement, operation, maintenance, repair and replacement.

ARTICLE 6

MEMBERSHIP

6.1 Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Member shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Member the membership in the Association appurtenant to that Lot. The interest, if any, of a Member in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Member's Lot. Membership in the Association will be compulsory for all Members and membership shall continue, as to each Member, until such time as such Member transfers or conveys his fee simple interest in the Lot upon which his membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership will be automatically pass to the grantee or transferee.

6.2 The Association shall have two (2) classes of voting rights:

(a) Class A. Class A Members shall be all Members, with the exception of Declarant for so long as Declarant retains Class B Voting Rights. Each Class A Member shall have one (1) vote for each Lot owned by that Member.

(b) Class B. The sole Class B Member shall be Declarant. Until conversion of the Class B membership to Class A membership pursuant to Subsection (c) below, Declarant shall have three (3) votes for each Lot in the Property. Upon the adoption of these Articles, Declarant shall have five hundred eighty-eight (588) Class B votes representing three (3) votes for each of the one hundred ninety-six (196) Lots in

lands described on Exhibit "A" to the Declaration. As each Lot in the Property is conveyed by Declarant to a Class A Member, Declarant's votes for that Lot shall lapse. The Class B membership will cease and be converted to a Class A membership as set forth in Section 3 of this Article.

6.3 Declarant's Class B membership status will continue in effect during the period from the date of the Declaration until the earlier of the following:

(a) upon conveyance of the Lot to a Class A Member that causes the total number of votes held by all Class A Members to equal or exceed the number of votes held by the Class B Member; or

(b) seven (7) years after the date on which the Declaration is recorded in the public records of the County, or five (5) years after the date on which the last Supplemental Declaration annexing Additional Property to the Declaration is recorded in the public records of the County of, whichever event occurs later; or

(c) At such earlier time as Declarant, in its discretion, may so elect by recording notice of such election in the public records of the County.

Upon the occurrence or lapse of any one of the foregoing three events or time periods, the Class B membership shall convert to Class A membership.

6.4 The vote for each Lot in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one Class A vote is cast for any Lot, the vote for that Lot shall not be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

ARTICLE 7

BOARD OF DIRECTORS

The affairs of this Association shall be managed and administered by a Board of Directors consisting of three (3), five (5), or seven (7) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board; provided that there shall always be an odd number of directorships created. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

NAME

Marcus P. Hooker

Douglas R. Russell

ADDRESS

11507 North Shore Golf Club Blvd
Orlando, Florida 32832

11507 North Shore Golf Club Blvd
Orlando, Florida 32832

Robert L. Secrist, III

11507 North Shore Golf Club Blvd
Orlando, Florida 32832

Any other provision of this Article 7 to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than three (3) months after ninety percent (90%) of the Lots have been conveyed to Owners. Until then, Declarant shall be entitled to appoint all members of the Board of Directors. Thereafter, Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots of the Townhomes at Avalon Lakes. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. Interim vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, and any such appointed Director shall serve for the remaining term of his predecessor. After Declarant relinquishes its right to appoint the Board of Directors, the Members shall, at the annual meeting of the Members, elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE 8

OFFICERS

The day-to-day affairs of the Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Marcus P. Hooker	11507 North Shore Golf Club Blvd Orlando, Florida 32832
Vice President	Robert L. Secrist, III	11507 North Shore Golf Club Blvd Orlando, Florida 32832

Secretary	Douglas R. Russell	11507 North Shore Golf Club Blvd Orlando, Florida 32832
Treasurer	Douglas R. Russell	11507 North Shore Golf Club Blvd Orlando, Florida 32832

ARTICLE 9

EXISTENCE AND DURATION

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE 10

AMENDMENTS

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

10.1 Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided by law. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

10.2 Amendments shall be proposed and adopted in the manner provided by law.

10.3 A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Orange County, Florida, together with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded.

10.4 No amendment shall be made that is in conflict with the Declaration.

ARTICLE 11

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

ARTICLE 12

INDEMNIFICATION OF OFFICERS AND DIRECTORS

12.1 The Association shall defend, indemnify and hold harmless any person who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee or agent of the Association (each, an "Eligible Person"):

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such Eligible Person in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if such Eligible Person acted in good faith, and, with respect to any criminal action or proceedings, such Eligible Person had no reasonable cause to believe that his/her conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by such Eligible Person in connection with the defense or settlement of an action or suit by or in the right of the Association, if such Eligible Person acted in good faith.

12.2 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 Eligible Person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his/her conduct was unlawful.

12.3 Notwithstanding any other provision hereof to the contrary, 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 misconduct in the performance of his duty to the Association.

12.4 Any indemnification under Section 12.1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of such Eligible Person is proper in the circumstances because such person has met the applicable standard of conduct set forth in applicable laws, these Articles and the Bylaws. 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 and a quorum of disinterested Directors so directs, by a majority vote of Members Entitled to Vote.

12.5 Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than

only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Eligible Person to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

12.6 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

12.7 Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

12.8 The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any Eligible Person of the Association in any of his capacities as described in Section 12.1, whether or not the Association would have the power to indemnify him or her under this Article.

12.9 Any Eligible Person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE 13

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE 14

REQUIRED APPROVALS

Notwithstanding anything in these Articles to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of additional property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Areas, dedication to the public of any Common Areas, any amendment of the Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Lots in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained.

ARTICLE 15

DISSOLUTION

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

ARTICLE 16

INCORPORATOR

The name and street address of the sole Incorporator to these Articles of Incorporation is as follows:

Robert L. Secrist, III
11507 North Shore Golf Club Blvd
Orlando, Florida 32832

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole Incorporator of this Association, has executed these Articles of Incorporation this 3rd day of August, 2004.

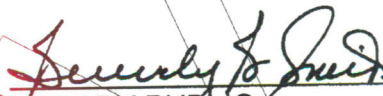

Robert L. Secrist, III

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing Articles of Incorporation were acknowledged before me this 3rd day of August, 2004, by Robert L. Secrist, III who is personally known to me.

NOTARY STAMP:




NOTARY PUBLIC
Print Name: _____

CERTIFICATE DESIGNATING REGISTERED AGENT FOR SERVICE OF PROCESS

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

THE TOWNHOMES AT AVALON LAKES ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 11507 North Shore Golf Club Blvd., Orlando, FL 32832, has named Robert L. Secrist, III, located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:


Robert L. Secrist, III

Dated: August 3, 2004