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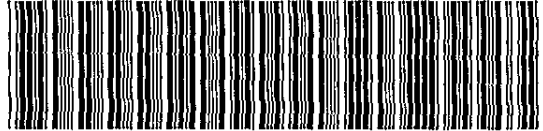
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 225187 81758A

AUTHORIZATION :

Patricia Pizote

COST LIMIT : \$ 78.75

ORDER DATE : February 25, 2005

ORDER TIME : 11:23 AM

ORDER NO. : 225187-005

CUSTOMER NO: 81758A

CUSTOMER: Christine Scalamandre, L.a
Divosta & Company

Suite 400
4500 Pga Boulevard
Palm Bch Garden, FL 33418

DOMESTIC FILING

NAME: VILLAGEWALK AT LAKE NONA
HOMEOWNERS ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
 ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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CONTACT PERSON: Amanda Haddan - EXT. 2955

EXAMINER'S INITIALS: _____

**ARTICLES OF INCORPORATION
OF
VILLAGEWALK AT LAKE NONA HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

FILED
05 FEB 25 PM 12:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means these Articles of Incorporation and any amendments hereto.
2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Home Assessments," "Neighborhood Assessments" and "Special Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the VillageWalk at Lake Nona Documents.
3. "Association" means the VillageWalk at Lake Nona Homeowners Association, Inc., a Florida corporation not for profit. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.
4. "Association Property" means the property more particularly described in Article II of the Declaration.
5. "Board" means the Board of Directors of the Association.
6. "Bylaws" means the Bylaws of the Association and any amendments thereto.
7. "Community Expenses" means the expenses for which Owners are liable to the Association as described in the Declaration and any other VillageWalk at Lake Nona Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving, the Association Property and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other VillageWalk at Lake Nona Documents.
8. "County" means Orange County, Florida.

9. "Declarant" means DiVosta Homes, LP, a Delaware limited partnership, and any successor or assign thereof to which DiVosta Homes, LP specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

10. "Declaration" means the Declaration of Covenants, Conditions, and Restrictions for VillageWalk at Lake Nona, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

11. "Director" means a member of the Board.

12. "Home" means a residential dwelling unit constructed or to be constructed within VillageWalk at Lake Nona, which is designed and intended for use and occupancy as a single-family residence. The term "Home" shall include the Lot as defined in the Declaration.

13. "HOA Act" means the homeowners' association act, Chapter 720, Florida Statutes as amended through the date of the Declaration amongst the Public Records of the County.

14. "Member" means a member of the Association.

15. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Home within VillageWalk at Lake Nona, and includes Declarant for as long as Declarant owns fee simple title to a Home, but excluding therefrom those having such interest as security for the performance of an obligation.

16. "VillageWalk at Lake Nona" means that planned residential development located in the County, which will consist of the land set forth in Exhibit "A" of the Declaration and may be expanded or contracted by the recording of one or more Supplemental Declaration(s).

17. "VillageWalk at Lake Nona Documents" means in the aggregate the Declaration, these Articles and the Bylaws and all of the instruments and documents referred to therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s).

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II
NAME

The name of this corporation shall be VILLAGEWALK AT LAKE NONA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, Florida 33418.

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in, the VillageWalk at Lake Nona Documents and to carry out the covenants and enforce the provisions of the VillageWalk at Lake Nona Documents.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the VillageWalk at Lake Nona Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the VillageWalk at Lake Nona Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Community Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To own, maintain, repair, replace, operate and convey the Association Property in accordance with the VillageWalk at Lake Nona Documents and to maintain and operate the water management system as permitted by the South Florida Water Management District.

5. To enforce by legal means the obligations of the Members and the provisions of the VillageWalk at Lake Nona Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain VillageWalk at Lake Nona in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at VillageWalk at Lake Nona.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Association Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of seventy-five percent (75%) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the VillageWalk at Lake Nona Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the VillageWalk at Lake Nona Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s)

(the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of seventy-five (75%) of the Members); or

(e) filing a compulsory counterclaim.

11. To veto any action taken or contemplated to be taken by any Neighborhood Committee which the Board reasonably determines to be adverse to the interests of the Association or its Members. The Association also shall have the power to require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Committee, and to require that a proposed budget include certain items and that specific expenditures be made.

(a) Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by a Neighborhood Committee shall be taken within the reasonable time frame set by the Association in such written notice. If the Neighborhood Committee fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Committee.

(b) To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall assess the Homes and/or Lots in such Neighborhood for their pro rata share of any expenses incurred by the Association in taking such action in the manner provided above. Such Assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Homes until each such Home is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Homes owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Home as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Home is

acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Home shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, each of whom shall be entitled to one (1) vote for each Home owned.

2. "Class B Members" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the Homes by Declarant, as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of the County; or

(ii) At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class A Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Homes, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the VillageWalk at Lake Nona Documents.

F. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Home.

G. Any Member who conveys or loses title to a Home by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Home and shall lose all rights and privileges of a Member resulting from ownership of such Home.

H. There shall be only one (1) vote for each Home, except for the Class B Members as set forth herein. If there is more than one Member with respect to a Home as a result of the fee interest in such Home being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Home owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Home, or, if appropriate, by properly designated officers, partners

or principals of the respective legal entity ("Voting Member"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Home shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Home is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Home owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Home vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Home vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

J. Neighborhoods.

1. Every Home and/or Lot shall be located within a Neighborhood. The Homes and/or Lots within a particular Neighborhood may be subject to additional covenants. Any Neighborhood may elect a Neighborhood Committee to represent the interests of the Owners of Homes and/or Lots within such Neighborhood.

2. Each Neighborhood Committee, upon the affirmative vote, written consent, or a combination thereof, of the majority of Owners within the Neighborhood, may request that the Association provide a higher level of service or special services for the benefit of Homes and/or Lots in such Neighborhood, the cost of which shall be assessed against the benefited Homes and/or Lots as a Neighborhood Assessment.

3. Each Subsequent Amendment filed to subject Uncommitted Lands to the Declaration, may assign the property described therein to a specific Neighborhood by name, which Neighborhood may be then existing or newly created. Declarant may unilaterally amend the Declaration or any Subsequent Amendment to redesignate Neighborhood boundaries; provided, two or more Neighborhoods shall not be combined without the consent of Owners of a majority of the Homes and/or Lots in the affected Neighborhoods.

4. The Owner(s) of a majority of the total number of Homes and/or Lots within any Neighborhood may at any time petition Declarant, and the Board of Directors to divide the property comprising the Neighborhood into two or more Neighborhoods. Such petition shall be in writing and shall include a survey of the entire parcel which indicates the boundaries of the proposed Neighborhood(s) or otherwise identifies the Homes and/or Lots to be included within the proposed Neighborhood(s). All applications and copies of any approvals or denials shall be filed with the books and records of the Association and shall be maintained as long as the Declaration is in effect.

5. The Class "A" Members within each Neighborhood shall be entitled to have one Voting Member for each 50 Homes and/or Lots within the Neighborhood (rounded up to the nearest 50). On all Association matters requiring a Membership vote, each such Voting Member(s) shall be entitled to cast that number of votes determined by dividing the total number of Class "A" votes attributable to Homes and/or Lots in the Neighborhood by the number of Voting Members representing such Neighborhood, except as otherwise specified in the Declaration or the By-Laws.

6. The Neighborhood Committee Members from each Neighborhood shall be elected on an annual basis, either by written ballot or at a meeting of the Class "A" Members within such Neighborhood, as the Board determines; provided, upon written petition of Class "A" Members holding at least 10% of the votes attributable to Homes and/or Lots within any Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Class "A" Members representing at least 30% of the total Class "A" votes attributable to Homes and/or Lots in the Neighborhood shall constitute a quorum at any Neighborhood meeting. The Neighborhood Committee member who receives the greatest number of votes at the annual meeting of Neighborhood Owners shall be declared the Chairperson of the Neighborhood Committee.

7. The Board shall call for the first election of Neighborhood Committee members not later than two years after the first conveyance of a Home and/or Lot in the Neighborhood to an Owner. Subsequent elections shall be held annually thereafter. The candidate for each position on a Neighborhood Committee who receives the greatest number of votes shall be elected to serve a term of one year and until a successor is elected. Any Owner of a Home and/or Lot in the Neighborhood may submit nominations for elections or declare himself a candidate in accordance with procedures which the Board may establish.

8. Any Neighborhood Committee member or any Voting Member may be removed, with or without cause, upon the vote or written petition of Owners of a majority of the total number of Homes and/or Lots owned by Class "A" Members in the Neighborhood which such Neighborhood Committee member or Voting Member represents.

9. Until such time as the Board first calls for election of Neighborhood Committee members for a Neighborhood, the Owners within such Neighborhood may personally cast the votes attributable to their respective Homes and/or Lots on any issue requiring a vote of the Voting Members under the Declaration, the By-Laws, or the Articles.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

In the event that the corporation is dissolved, the surface water management system, real property containing the surface water management system and water management portions of the Association Property will be conveyed to an agency of local government determined to be acceptable to South Florida Water Management District. If the local government declines to accept the conveyance, then the surface water management system, real property containing the surface water management system and water management portions of the Association Property will be dedicated to a similar non-profit corporation.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles is as follows:

John Olinger
4500 PGA Boulevard, Suite 400
Palm Beach Gardens, FL 33418

ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a 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 IX FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	David Koon
Vice President	-	Rick Greene
Secretary/Treasurer	-	John Olinger

ARTICLE X BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") shall be three (3). The number of Directors elected by the Members at the "Initial Election Meeting" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
David Koon	Divosta Homes, L.P. 4500 PGA Blvd, Suite 400 Palm Beach Gardens, FL 33418
Rick Greene	Divosta Homes, L.P. 4500 PGA Blvd, Suite 400 Palm Beach Gardens, FL 33418
John Olinger	Divosta Homes, L.P. 4500 PGA Blvd, Suite 400 Palm Beach Gardens, FL 33418

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Upon the Turnover Date, the Members (including Declarant shall be entitled to elect all the Directors. The election shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

D. The Board shall continue to be so designated and elected, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws).

E. A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

F. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Members other than Declarant are entitled to elect a majority of Directors as provided in Paragraph C hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Members.

G. At the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills,

specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or the Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or the Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him or her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he or she becomes involved by reason of his/her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he or she is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total voting interests present at such meeting.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. These Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Home; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, Florida 33418 and the initial registered agent of the Association at that address shall be John Olinger.

24 IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this
day of February, 2005.



John Olinger

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.



John Olinger

Dated: 2/24, 2005

VillageWalk at Lake Nona Articles of Incorporation-final.DOC

FILED
05 FEB 25 PM 12:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA