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FLORIDA NON-PROFIT CORPORATION

Lakeside Landings at the Villages Master Association

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Articles of Incorporation
Of
Lakeside Landings at The Villages Master Association, Inc.
A Corporation Not for Profit

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes and certifies as follows:

ARTICLE I. NAME

The name of the corporation shall be "Lakeside Landings at The Villages Master Association, Inc.". For convenience the corporation shall be hereinafter be referred to as the "Master Association."

ARTICLE II. PURPOSE

2.1 **Purpose:** The purpose for which the Master Association is organized is to provide an entity for the maintenance, preservation, management and control of the Common Property of Lakeside Landings at The Villages, a planned community located in Sumter County, Florida, in accordance with the "Master Declaration of Covenants, Conditions and Restrictions for Lakeside Landings at The Villages" herein called the "Master Declaration," which is to be recorded in the Public Records of Sumter County, Florida, as same may be from time to time, amended. The Master Association shall have the further purpose of promoting the health, safety and welfare of the owners and residents of Lakeside Landings at The Villages, consistent with the Master Declaration, these Articles and the By-Laws of the Master Association, and the other documents relating to the operation and maintenance of Lakeside Landings at The Villages (hereinafter referred to as "Lakeside Landings"). The Master Association is not incorporated for the purpose of managing or operating any condominium that may be a Component Community of Lakeside Landings, nor shall it have the purpose or power of serving as a Condominium Association under Chapter 718, Florida Statutes. The Master Association shall be a Chapter 720, FL. Statute Association.

ARTICLE III. POWERS

3.1 **Common Law and Statutory Powers:** The Master Association shall have all of the common law and statutory powers of a not for profit corporation, so long as they are not in conflict with these Articles or the Master Declaration.

3.2 **Specific Powers:** The Master Association shall have all of the powers and duties set forth in the Master Declaration, as amended from time to time, (except as validly limited by these Articles and by said Master Declaration), and all of the powers and duties reasonably necessary to own, operate, administer or maintain the Common Property of Lakeside Landings pursuant to said Master Declaration and to perform the maintenance, administrative, managerial and other functions for Lakeside Landings as provided in said Master Declaration, including but not limited to the following:

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- (a) To make and collect Assessments against Members as Owners of Units and Lots and to defray the cost of the Common Expenses of Lakeside Landings as provided in the Master Declaration.
- (b) To use the proceeds of Assessments in the exercise of its powers and duties.
- (c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the Common Property of Lakeside Landings in accordance with the Master Declaration.
- (d) To purchase insurance upon the Common Property for the protection of the Master Association and its Members.
- (e) To reconstruct improvements to the Common Property after casualties and further to improve the Common Property in accordance with the Master Declaration.
- (f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Master Declaration.
- (g) To enforce by legal means the provisions of the Master Declaration, the By-Laws of the Master Association, and regulations duly adopted by the Master Association.
- (h) To furnish or otherwise provide for private security, fire protection or such other services as the Board of Directors in its discretion determines necessary or appropriate.
- (i) To pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners thereof.
- (j) To obtain all required utility and other services for the Common Property.
- (k) To establish, maintain, repair, replace, manage and administer Community Service Systems for the common use, benefit and enjoyment of the Owners and residents of Lakeside Landings in accordance with the Master Declaration.
- (l) To negotiate and contract for such materials and services for the benefit of all or any part of the Owners as agent on behalf thereof, in accordance with the Master Declaration, and in particular, to enter into bulk service contracts for cable television and high speed internet service and other similar services.

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- (m) To borrow money and to pledge assets of the Master Association as security therefore pursuant to the Master Declaration.
- (n) To employ personnel for reasonable compensation to perform the services required for the proper carrying out of the Master Association responsibilities.
- (o) To repair and maintain such parts of Lakeside Landings as may be provided in the Master Declaration.
- (p) To enter into agreements whereby it acquires additional Common Property, including but not limited to, leasehold memberships and other possessory or use interests in lands or facilities, whether or not contiguous to Lakeside Landings, intended to provide for the enjoyment, recreation or other benefit to Owners.
- (q) To exercise such further authority as may be reasonably necessary to carry out each and everyone of the obligations of the Master Association set forth in the Master Declaration.
- (r) To enter into one or more contracts for the management of the Master Association, the Common Property, and any part thereof.
- (s) To dedicate or transfer all or any part of the Common Property to a public authority in accordance with the Master Declaration.
- (t) To enforce by legal means the provisions of the Master Declaration, the By-Laws, and the Rules and Regulations, so as to secure the purposes of such documents.
- (u) To exercise the right of Architectural Review in accordance with the Master Declaration.
- (v) To transfer maintenance responsibilities in accordance with the Master Declaration.

3.3 Assets Held in Trust: All funds and the title of all properties acquired by the Master Association and the proceeds thereof shall be held in trust for the Members, in accordance with the Provisions of the Master Declaration, these Articles and the By-Laws of the Master Association.

3.4 Limitation on Exercise of Power: The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Master Declaration, these Articles and the By-Laws of the Master Association.

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ARTICLE IV. MEMBERS

4.1 **Members:** The Members of the Maser Association shall consist of all of the record owners of Lots and Units in Lakeside Landings once said Lot or Unit is made subject to the Master Declaration, and the Declarant Member or Members as provided in the Master Declaration.

4.2 **Change of Membership:** Change of membership in the Master Association shall be established by the change of record title to a Lot or Unit in Lakeside Landings, as provided in the By-Laws.

4.3 **Limitation on a Transfer of Shares or Assets:** The share of a Member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Member's Lot or Unit.

4.4 **Voting:** The Owners of each Lot or Unit in Lakeside Landings shall be collectively entitled to one (1) vote for each owned Lot and one (1) vote for each owned Unit that is subject to the Master Declaration provided, however, that the Declarant shall, prior to turn-over, as described in the Master Declaration, be entitled to the number of votes provided in the Master Declaration. The manner of exercising voting rights shall be determined by the Master Declaration and By-Laws of the Master Association. Owners owning more than one Lot or Unit shall be entitled to separate votes for each Lot or Unit owned. Voting rights shall be subject to such provisions for delegation thereof and the granting of proxies as may be provided in the Master Declaration and the By-Laws.

ARTICLE V. DIRECTORS

5.1 **Board of Directors:** The affairs of the Master Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the By-Laws. *In no event shall the Board of Directors consist of fewer than three Directors.* Directors shall be members of the Master Association except that prior to turn-over the Declarant has the right to appoint directors. Directors appointed by the Declarant need not be members.

5.2 **Election of Directors:** Directors of the Master Association shall be elected at the annual meeting of the members, in the manner provided in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

5.3 **First Board of Directors:** The names and addresses of the initial Board of Directors, who have been selected by the Declarant and who shall serve until their successors are appointed or elected, or until they resign or are removed, are as follows:

James E. Tackett	2666 Airport Road South Naples, Florida 34112
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John J. Agnelli	2666 Airport Road South
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Naples, Florida 34112

Antonia M. Higgs

2666 Airport Road South
Naples, Florida 34112

The initial directors designated by Declarant herein, and any Directors subsequently designated or appointed or elected by Declarant, need not be Members of the Master Association.

ARTICLE VI. OFFICERS

6.1 Officers: the affairs of the Master Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Master Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	James E. Tackett	2666 Airport Road South Naples, Florida 34112
Vice-President:	John J. Agnelli	2666 Airport Road South Naples, Florida 34112
Secretary:	Antonia M. Higgs	2666 Airport Road South Naples, Florida 34112
Treasurer:	Lisa Loiacano	2666 Airport Road South Naples, Florida 34112

ARTICLE VII. INDEMNIFICATION

7.1 Indemnification: Every director and every officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer at the time such expenses are incurred, except when the Director or officer is guilty of willful and wanton misfeasance or malfeasance in the performance of his duties or such director or officer has engaged in any criminal activity, unless such director or officer acted in good faith and in a manner in which he reasonably believed was in, or not opposed to, the best interest of the Master Association, and had no reasonable cause to believe his action was unlawful.

7.2 Insurance: The Board of Directors of the Master Association may purchase officers and directors liability insurance to insure all Directors, officers or agents, past and

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present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Members of the Master Association as part of the Common Expenses.

ARTICLE VIII. BY-LAWS

8.1 **By-Laws:** The first By-Laws of the Master Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided in the By-Laws and the Master Declaration.

ARTICLE IX. AMENDMENTS

9.1 **Amendments:** These Articles may be altered, amended or modified as provided for by law. Anything contained herein to the contrary notwithstanding, during the period of Declarant Membership status as defined in the Master Declaration, Declarant may amend these Articles independently, and without the necessity of a vote by the Regular Members.

ARTICLE X. EXISTENCE

10.1 The term of the Master Association shall be perpetual.

ARTICLE XI. SUBSCRIBER

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

William T. Higgs
2666 Airport Road South
Naples, FL 34112

ARTICLE XII. REGISTERED OFFICE AND AGENT

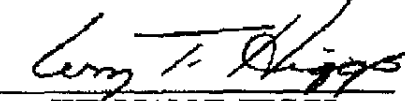
12.1 The Master Association shall have its Registered Office at 2666 Airport Road South, Naples, Florida 34112, and hereby names John J. Agnelli at that office as its Registered and Resident Agent. By affixing his signature hereto, the said John J. Agnelli does hereby accept said designation and appointment and agrees to comply with the laws of Florida relating to such office, and the office of the Master Association shall be at said address.

ARTICLE XIII. DEFINITIONS

13.1 Terms used herein and in the By-Laws shall have the definitions and meanings thereof set forth in the Master Declaration, unless the context shall otherwise require.

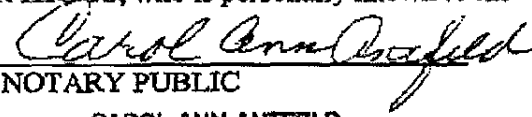
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IN WITNESS WHEREOF, the Subscriber has caused this document to be executed this 13 day of JULY, 2005.


WILLIAM T. HIGGS

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was subscribed and acknowledged before me this 13 day of JULY, 2005 by **WILLIAM T. HIGGS**, who is personally known to me.


NOTARY PUBLIC
CAROL ANN ANTFELD



Carol Ann Antfeld
MY COMMISSION # 90104702 EXPIRES
June 17, 2006
BONDED THRU TROY FAN INSURANCE, INC.

Typed or printed name of notary
MY COMMISSION EXPIRES:

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ACCEPTANCE BY REGISTERED AGENT

The undersigned, John J. Agnelli, hereby accepts designation as Registered Agent and Resident Agent of the foregoing corporation.

Dated this 13 day of JULY, 2005.


JOHN J. AGNELLI

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was subscribed and acknowledged before me this 13 day of JULY, 2005 by JOHN J. AGNELLI, who is personally known to me.



Carol Ann Antfeld
MY COMMISSION # DD104702 EXPIRES
June 17, 2006
BONDED TRUROY FARM INSURANCE, INC.


NOTARY PUBLIC
CAROL ANN ANTFELD

Typed or printed name of notary
MY COMMISSION EXPIRES:

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TALLAHASSEE, FLORIDA