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ARTICLES OF AMENDMENT AND RESTATEMENT OF
ARTICLES OF INCORPORATION

LIBERTY PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.


The corporation is filing these Articles of Amendment and Restatement to the above-referenced Articles of Incorporation pursuant to Section 617.1006 and Section 617.1007, Florida Statutes.

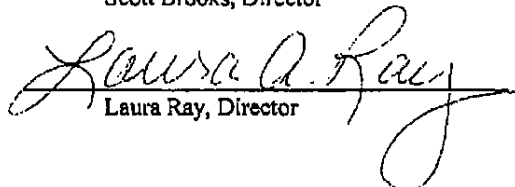
1. The name of the corporation is Liberty Park at Ave Maria Neighborhood Association, Inc. ("Neighborhood Association").
2. On June 8, 2006, the Neighborhood Association filed its Articles of Incorporation.
3. The document number of the Neighborhood Association is N06000006216.
4. On December 7, 2015, the Board of Directors approved the Amended and Restated Articles of Incorporation attached hereto as Exhibit "A". There were no members of the Neighborhood Association entitled to vote on the Amended and Restated Articles of Incorporation.
5. Pursuant to the Amended and Restated Articles of Incorporation, the Neighborhood Association changed its name to Avalon Park at Ave Maria Neighborhood Association, Inc.

In Witness Whereof, the undersigned directors of the Neighborhood Association have executed these Articles of Amendment and Restatement.

LIBERTY PARK AT AVE MARIA NEIGHBORHOOD
ASSOCIATION, INC.


Chris Hasty, Director


Scott Brooks, Director


Laura Ray, Director

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EXHIBIT " A "

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
AVALON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.**

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OF
AVALON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.

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AMENDED AND RESTATED ARTICLES OF INCORPORATION
AVALON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation for Liberty Park at Ave Maria Neighborhood Association, Inc. are hereby amended and restated in their entirety, with a resulting change of name to Avalon Park at Ave Maria Neighborhood Association, Inc. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617, Florida Statutes. The Amended and Restated Articles of Incorporation ("Articles" or "Articles of Incorporation") shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Neighborhood Association", is Avalon Park at Ave Maria Neighborhood Association, Inc., and its address is c/o Pulte Home Corporation, 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 720.301, Florida Statutes (2015) shall apply to terms used in these Avalon Park at Ave Maria Articles of Incorporation, unless otherwise defined in the Declaration of Covenants, Conditions and Restrictions for Avalon Park at Ave Maria ("Avalon Park at Ave Maria Declaration").

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Neighborhood Association is organized is to provide an entity pursuant to the Florida Not-for-Profit Corporation Act and Chapter 720, Florida Statutes (the "Act") for the operation of a community to be known as "Avalon Park at Ave Maria", located in Collier County, Florida. The Neighborhood Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Neighborhood Association shall be distributed or inure to the private benefit of any Avalon Park at Ave Maria Member, Director or officer. For the accomplishment of its purposes, the Neighborhood Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Avalon Park at Ave Maria Documents; and it shall have all of the powers and duties reasonably necessary to operate Avalon Park at Ave Maria pursuant to the Avalon Park at Ave Maria Documents as they may hereafter be amended, including, but not limited to the following:

(A) To make and collect Avalon Park at Ave Maria Assessments against the Avalon Park at Ave Maria Members to defray the costs, expenses and losses of the Neighborhood Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Avalon Park at Ave Maria Neighborhood Common Area.

(C) To purchase insurance for the protection of the Avalon Park at Ave Maria

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Neighborhood Common Area, the Neighborhood Association and the Avalon Park at Ave Maria Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements to the Avalon Park at Ave Maria Neighborhood Common Area.

(E) To make, amend and enforce Avalon Park at Ave Maria Rules and Regulations as set forth in the Avalon Park at Ave Maria Documents.

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as may be provided in the Avalon Park at Ave Maria Documents.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to Avalon Park at Ave Maria and the Avalon Park at Ave Maria Documents.

(H) To contract for the management and maintenance of Avalon Park at Ave Maria, and any property or easements and related improvements that are dedicated to the Neighborhood Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Neighborhood Association, and to delegate any powers and duties of the Neighborhood Association in connection therewith except such as are specifically required by law or by the Avalon Park at Ave Maria Documents to be exercised by the Avalon Park at Ave Maria Board of Directors or the Avalon Park at Ave Maria Members.

(I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of Avalon Park at Ave Maria.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

All funds and the title to all property acquired by the Neighborhood Association shall be held for the benefit of the Avalon Park at Ave Maria Members in accordance with the provisions of the Avalon Park at Ave Maria Documents. In the event of termination, dissolution or final liquidation of the Neighborhood Association, the responsibility for the operation and maintenance of the Avalon Park at Ave Maria Neighborhood Common Area and other property the Neighborhood Association is obligated to maintain pursuant to the Avalon Park at Ave Maria Documents, including any property or easements and related improvements that are dedicated to the Neighborhood Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Neighborhood Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Avalon Park at Ave Maria Neighborhood Common Area and dissolution of the Neighborhood Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") as long as there is a Class "B" Avalon Park at Ave Maria membership.

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ARTICLE IV

MEMBERSHIP:

(A) The Avalon Park at Ave Maria Members shall be the record owners of a fee simple interest in one or more Parcels. Class "A" Avalon Park at Ave Maria Members are all owners other than Avalon Park at Ave Maria Developer. The Class "B" Avalon Park at Ave Maria Member is Avalon Park at Ave Maria Developer as further provided in the Avalon Park at Ave Maria Bylaws.

(B) The share of an Avalon Park at Ave Maria Member in the funds and assets of the Neighborhood Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Avalon Park at Ave Maria Bylaws with respect to the Class "B" Avalon Park at Ave Maria Member, the owners of each Parcel, collectively, shall be entitled to one vote in Neighborhood Association matters. The manner of exercising voting rights shall be as set forth in the Avalon Park at Ave Maria Bylaws.

ARTICLE V

TERM: The term of the Neighborhood Association shall be perpetual.

ARTICLE VI

BYLAWS: The Avalon Park at Ave Maria Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Neighborhood Association shall be administered by the Avalon Park at Ave Maria Board of Directors, consisting of the number of Directors determined by the Avalon Park at Ave Maria Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Neighborhood Association shall initially be appointed by and shall serve at the pleasure of Avalon Park at Ave Maria Developer, and on and following the Avalon Park at Ave Maria Turnover Date, the Avalon Park at Ave Maria Board of Directors shall be elected by the Avalon Park at Ave Maria Members in the manner determined by the Avalon Park at Ave Maria Bylaws. Directors may be removed and vacancies on the Avalon Park at Ave Maria Board of Directors shall be filled in the manner provided by the Avalon Park at Ave Maria Bylaws.

(C) The business of the Neighborhood Association shall be conducted by the officers designated in the Avalon Park at Ave Maria Bylaws. The officers shall be elected each year by the Avalon Park at Ave Maria Board of Directors at its first meeting after the annual meeting of the Avalon Park at Ave Maria Members, and they shall serve at the pleasure of the Avalon Park at Ave Maria Board of Directors.

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ARTICLE VIII

AMENDMENTS: Amendments to these Avalon Park at Ave Maria Articles of Incorporation shall be proposed and adopted in the following manner:

(A) **Proposal.** Subsequent to the Avalon Park at Ave Maria Turnover Date, amendments to these Avalon Park at Ave Maria Articles of Incorporation may be proposed by the Avalon Park at Ave Maria Board of Directors or by a written petition to the Avalon Park at Ave Maria Board of Directors, signed by at least one-fourth (1/4) of the Voting Interests.

(B) **Procedure.** Upon any amendment to these Avalon Park at Ave Maria Articles of Incorporation being proposed by said Avalon Park at Ave Maria Board of Directors or Avalon Park at Ave Maria Members, such proposed amendment shall be submitted to a vote of the Avalon Park at Ave Maria Members not later than the next annual meeting for which proper notice can be given.

(C) **Vote Required.** Prior to the Avalon Park at Ave Maria Turnover Date, amendments shall be adopted by Avalon Park at Ave Maria Developer. Subsequent to the Avalon Park at Ave Maria Turnover Date, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests, at any annual or special meeting. As long as Avalon Park at Ave Maria Developer owns a Parcel, an amendment to these Avalon Park at Ave Maria Articles of Incorporation shall not be effective without the prior written consent of Avalon Park at Ave Maria Developer, which consent may be denied in Avalon Park at Ave Maria Developer's discretion, provided, further, that regardless of whether Avalon Park at Ave Maria Developer owns a Parcel, no amendment shall be effective if it affects Avalon Park at Ave Maria Developer's rights or alters any provision made for Avalon Park at Ave Maria Developer's benefit. Amendment of these Avalon Park at Ave Maria Articles of Incorporation requires prior written approval of HUD/VA as long as there is an Avalon Park at Ave Maria Class "B" membership.

(D) **Effective Date.** An amendment shall become effective upon filing Articles of Amendment with the Florida Department of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Neighborhood Association shall indemnify and hold harmless every Director and every officer of the Neighborhood Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Neighborhood Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Neighborhood Association, in a proceeding by or in the right of the Neighborhood Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

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(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Avalon Park at Ave Maria Board of Directors approves such settlement as being in the best interest of the Neighborhood Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.