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The Villas at Green Gate Homeowners' Association, In

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TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF**

**THE VILLAS AT GREEN GATE HOMEOWNERS' ASSOCIATION, INC.
a Not-for-Profit Florida corporation,**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned persons do hereby make, subscribe and acknowledge that they have voluntarily associated themselves together for the purpose of forming a not-for-profit corporation, the articles of incorporation of which read as follows. All capitalized words or phrases used herein shall have the meanings herein ascribed, and if not defined in this instrument, such capitalized words or phrases shall have the meanings given in the Declaration of Covenants, Conditions and Restrictions for The Villas at Green Gate and The Villas at Green Gate Homeowners' Association, Inc., hereinafter identified.

ARTICLE I

NAME

The name of the corporation is The Villas at Green Gate Homeowners' Association, Inc., hereinafter referred to as the "Association" or the "Homeowners' Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Homeowners' Association is located at 28114 County Road 561, Tavares, Florida 32778.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the Homeowners' Association shall be at 28114 County Road 561, Tavares, Florida 32778 with the privilege of having its office and branch offices at other places within, or without the State of Florida. The initial registered agent at that address shall be Donna Key (herein referred to as "Agent").

ARTICLE IV

PURPOSE AND POWERS OF ASSOCIATION

This Homeowners' Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, directors or officers and the specific purposes for which it is formed are to provide for the ownership, operation, maintenance and presentation of the Common Areas, Area of Common Responsibility, and for the maintenance and improvement of any easements granted to the Homeowners' Association

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within the lands identified as The Villas at Green Gate (the "Association Properties") pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Villas at Green Gate recorded or to be recorded in the Public Records of Lake County, Florida, (hereinafter called the "Declaration"), and such additional properties as may be added thereto from time to time by annexation or otherwise as provided, in the Declaration and in these Articles. The Association is formed to promote the health, safety and welfare of its members and the residents within the Association Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration which is hereby incorporated into this instrument as if fully reproduced herein;

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

(c) 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 Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of the votes 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;

(e) Dedicate, sell or transfer all or any part of the Common Area to any Public Agency or authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication or transfer shall only be effective with the assent of two-thirds (2/3) of the votes of each class of Members agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional residential property and 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; and

(g) Purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests its, real or personal property, except to the extent restricted hereby, to contract for the management and maintenance of the Common Areas and Area of Common Responsibility and to authorize a management agent to assist the 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 regulations, repair and replacement of the Common Areas and Area of Common Responsibility with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times, the powers and duties granted by the Declaration, including but not limited to the

making of assessments, promulgation of rules and execution of contracts on behalf of the Association;

(h) Have and to exercise any all powers, rights and privileges which a corporation organized under the not-for-profit corporation law of the State of Florida, by law may now or hereafter have to exercise.

ARTICLE V

MEMBERSHIP

Section 5.1. Every Owner of a Lot or Unit within the lands subjected to the Declaration (as defined in the Declaration) including Declarant, shall be a Member of the Association. Memberships in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Unit.

Section 5.2. There shall be two (2) classes of Members as follows:

(a) Class A Members. Class A Members shall be all Homeowners with the exception of Declarant.

(b) Class B Members. The Class B Member shall be 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 6.3 hereof.

ARTICLE VI

VOTING RIGHTS

Section 6.1. Members of the Association shall be allocated votes as follows:

Class A. Each Class A Member shall be entitled to one vote for each Lot or Unit owned. For the purposes of determining voting rights, each Lot or Unit owned by a Class A Member shall be deemed entitled to one (1) vote regardless of the number of persons sharing common ownership interests.

Class B. The Class B Member shall be allocated three (3) votes for each Lot or Unit owned by it within the Association Property; provided, that at such time as the Class B membership shall cease and become converted to Class A membership as set forth in Section 6.3, the Declarant shall have one vote for each Unit or Lot owned by it within the Association Property.

Section 6.2. When any Unit or Lot is owned of record in the name of two or more persons or entities, whether fiduciaries, joints tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it, or a copy

thereof, is filed with the secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association, and shall notify the Secretary of the Association in writing of the name of such individual. The vote allocated to any Unit or Lot (including Units or Lots owned by the Declarant) may not be divided or cast in any fraction, and the vote of each official representative shall be considered to represent the will of all the Homeowners of that Lot or Unit. If the Homeowners fail to designate their official representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification no affected Owner may vote until the Owner(s) appoint their official representative pursuant to this paragraph.

Section 6.3. The Declarant's Class B membership status shall continue, and shall be in effect, during the period from the inception of the Declaration until either (1) seven (7) years from the date the Declaration is recorded; or (2) five (5) years after the date of recording of the last Supplemental Declaration annexing additional property into the Homeowners Association, whichever event, (1) or (2), occurs later; or (3) upon recording of a voluntary written notice executed by the Declarant or its duly authorized successor or assignee electing to convert its Class B status to Class A status; or (4) in any event, ninety (90) days after the conveyance of ninety (90%) percent of the Lots in the Property that will ultimately be operated by the Association have been converted to Class A status, whichever event, (1), (2), (3) or (4), occurs first ("Turnover"); provided however, that if Class B status is converted to Class A pursuant to clause (4) and, subsequent to such event the Declarant annexes additional Lots to the Property which annexation causes the number of Lots or Units owned by the Declarant in the Property to exceed ten percent (10%) of the total number of Lots and Units within the Property, Declarant's Class B status shall be restored as to all Lots and Units within the Property then owned by Declarant, and shall continue until the next occurrence of an event of conversion described above.

Section 6.4. The Declarant shall have the right to partially assign its status as Declarant and Class B Member by recorded instrument executed by the original Declarant and acknowledged and accepted by the assignee Declarant to any person or entity acquiring any portion of the Property, or adjacent lands eligible for annexation into the Property, for the purpose of development of a residential subdivision, and any such assignee shall thereafter be deemed to be the Declarant as to the Lots or Units owned by such person or entity, and shall have the right to exercise all of the rights and powers of the Declarant as to such Lots and Units, while, at the same time, the original Declarant shall continue to exercise the rights and powers of the Declarant as to all Lots and Units owned by such original Declarant. If any action of the Association requires the approval, consent or vote of the Declarant, and the original Declarant has partially assigned its rights as Declarant to others pursuant to this paragraph, the consent or vote of all such Declarants shall be required to satisfy the requirement of consent by the Declarant.

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ARTICLE VII**BOARD OF DIRECTORS**

Section 7.1. 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:

NAME	ADDRESS
Scott Brockie	28114 County Road 561, Tavares, Florida 32778
Donna Key	28114 County Road 561, Tavares, Florida 32778
Kellie Bateman	28114 County Road 561, Tavares, Florida 32778

Section 7.2. The affairs of the Association shall be managed by a Board of Directors as provided in and subject to the requirements of Article IV of the Bylaws. Such Board of Directors shall consist of an odd number of directors with a minimum of at least three (3) directors and a maximum of no more than seven (7) directors. Directors need not be Members of the Association and need not be residents of the Association Property. Each Director shall serve for a term from the date of the meeting at which he or she is elected until the next annual meeting subject to the provisions governing resignation, death, disability, removal and replacement set forth in the Declaration, Bylaws and this instrument.

ARTICLE VIII**AMENDMENTS**

Section 8.1. Proposal. An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association, acting upon a vote of the majority of the Directors, or by a majority of the Members of the Association, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendment's 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 Association, or the acting chief executive officer in his or her absence, and a Meeting of the Members of the Association shall be called not later than sixty (60) days from the receipt by him of the proposed amendment or amendments.

Section 8.2. 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 reasonably detailed form, which notice shall be prepared by and at the expense of the Homeowners' Association and mailed by the Homeowners' Association or presented personally to each Member not less than thirty (30) days nor more than sixty (60) days before the date set for the

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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 or her post office address as it appears on the records of the 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 Homeowners' Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. The notice shall also contain a copy of a proxy that can be cast in lieu of attendance at the meeting. The quorum for any such meeting shall be no less than 20% of the total number of votes. The foregoing requirement is a minimum requirement, however, more stringent requirements imposed elsewhere in these Articles of Incorporation or in the Declaration, or pursuant to applicable laws or regulations shall supersede the requirement contained in this Section and the Association shall be bound by such more restrictive requirements as if fully reproduced herein.

Section 8.3. Resolutions. 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 Association, or by any Member of the Association, present in person or by proxy. 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 Association.

Section 8.4. Approval. Amendments may be approved by the Members, after receipt of notice as set forth above, either (1) by the affirmative vote of at least 67% of the Class A Members (i.e. all Members except the Declarant who retains Class B status) who are present, in person or by proxy, and voting at a meeting called as described in the notice and conducted by the Homeowners' Association at which a quorum is present, and the vote of the Declarant, or (2) by the written consent of at least 67% of all Class A Members and the Declarant (if the Declarant then retains Class B status) to any action taken in lieu of a meeting. In addition to the approval of the Members and the Declarant set forth above, the following conditions shall apply:

(a) Any Material Amendment or Extraordinary Action (as defined in the Declaration) that changes the rights of any specified class of Members (i.e. Class A or Class B) must also be approved either (1) by the affirmative vote of at least 51% of the Members of such Class who are present, in person or by proxy, and voting at meetings called as described in the required notice at which a quorum of such Class of Members is present, or (2) by the written consent of at least 51% of all Members of such Class to any action taken in lieu of a meeting.

(b) Any Material Amendment or Extraordinary Action proposed during the period in which the Declarant retains its Class B status must also be approved by the Federal Housing Administration ("FHA"), and the Department of Veterans Affairs ("VA") if any Unit within the Property has been financed by a mortgage insured by FHA or guaranteed by VA. The Association shall deliver written notice of the proposed Material Amendment or Extraordinary Action to the FHA and VA simultaneously with its notice to the Members. If the PHA or VA fails to deliver written notice to the Association of its objection to the proposed Material Amendment or Extraordinary Action within 30 days after receipt of the

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notice, FHA and VA will be deemed to have approved the matters contained in the notice, and the Association shall be entitled to record an affidavit signed by an authorized officer averring that written notice was delivered to the FHA and VA and no objection was timely received from such agencies.

Notwithstanding the foregoing, during the period in which the Declarant retains the status of the Class "B" Member, the Declarant shall have the right to amend these Articles of Incorporation, without the necessity of joinder by the Members or any other persons or entities, to make non-substantial changes that do not materially or adversely affect the interests of other Members or other affected parties, and to clarify any ambiguities or conflicts, or correct any scriveners' errors in these Articles of Incorporation.

Section 8.5. Limitation. No amendment shall make any changes in the qualification for membership nor in the voting right or property rights of Members, nor any changes in the provisions of Article IV hereof without approval of sixty-seven percent (67%) of the votes of each class of Members and the joinder of all Eligible Holders of mortgages upon Units. No amendment shall be made that is in conflict with the 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

Section 8.6. 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 Lake County, Florida.

ARTICLE IX

OFFICERS

The affairs of the Association will be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of Members of the 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 Association until the annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

PRESIDENT	-	Scott Brockie
VICE PRESIDENT	-	Kellie Bateman
SECRETARY/TREASURER	-	Donna Key

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ARTICLE X

INDEMNIFICATION

Section 10.1. Indemnity. The Association shall indemnify, defend, and hold harmless 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 or she is or was a Director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorneys' fees): judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such actions, suit or proceedings, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceedings, has no reasonable cause to believe his or her 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 or her duty to the 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 or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 10.2. Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including reasonable attorneys' fees and reasonable appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 10.3. Approval. Any indemnification under Section 10.1 above (unless ordered by a Court) shall be made by the 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 or she has met the applicable standard of conduct set forth in Section 10.1 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 majority of the Members.

Section 10.4. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in any specific case upon

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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 or she is entitled to be indemnified by the Association as authorized in this Article X.

Section 10.5. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of (but shall be in addition to) any other rights to which those seeking indemnification may be entitled under any By-law, 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 10.6. Insurance. The 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 Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE XI

BYLAWS

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

ARTICLE XII

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 12.1. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, or 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 Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction.

Section 12.2. Interested Directors may be counted determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

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ARTICLE XIII

SUBSCRIBER

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

Donna Key
28114 County Road 561,
Tavares, Florida 32778.

ARTICLE XIV

DISSOLUTION

The 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 Association, other than incident to a merger or consolidation, the assets of the Association shall be disposed of or transferred to another association or appropriate public agency having similar purposes: Dissolution of the Association shall be deemed an Extraordinary Action and shall be subject to the provisions of these Articles of Incorporation and the Declaration governing Extraordinary Actions.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 11 day of July, 2006.

Miranda L. Skipper
Print Name: Miranda L. Skipper
Karen Hill
Print Name: Karen Hill

Donna Key
Donna Key

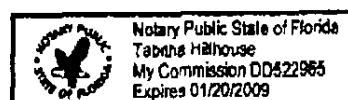
STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 11th day of July, 2006, by Donna Key. Said person did not take an oath and is personally known to me.

Tabitha Hillhouse
Notary Public, State of Florida
Commission No.: 00522965
My Commission Expires: 01/20/2009

(Notary Seal)



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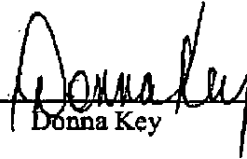
**CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

Pursuant to Chapter 48.09, Florida Statutes, the following is submitted in compliance with said Act:

That, The Villas at Green Gate Homeowners' Association, Inc., desiring to organize under the laws of the State of Florida, with its principal offices at 28114 County Road 561, Tavares, Florida 32778 has named Donna Key, whose address is 28114 County Road 561, Tavares, Florida 32778 as its agent to accept service of process within the State.

ACKNOWLEDGMENT

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


Donna Key

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TALLAHASSEE, FLORIDA

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