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The Villages of Avignon Master Association, Inc.

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ARTICLES OF INCORPORATION
OF
THE VILLAGES OF AVIGNON MASTER ASSOCIATION, INC.
A Florida Corporation Not for Profit

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the provisions of Chapter 617, Florida Statutes, the undersigned, as Incorporator, hereby adopts, subscribes and acknowledges the following Articles of Incorporation for the purposes set forth below. Capitalized terms used in these Articles shall, unless otherwise expressly defined herein, have the meanings given to them in the Community Documents.

ARTICLE 1
Name

The name of this corporation is: The Villages of Avignon Master Association, Inc. (the "Master Association").

ARTICLE 2
Address of Principal Office and Mailing Address

The Association's initial principal office is located at 700 8th Avenue West, Unit A, Palmetto, Florida 34221, and the Association's initial mailing address is 700 8th Avenue West, Unit A, Palmetto, Florida 34221.

ARTICLE 3
Purposes and Powers

3.1. The purpose for which the Master Association is formed is to provide an entity for the maintenance, preservation, management, control, administration, and operation of property in Manatee County, Florida, subject to the Master Declaration of Covenants, Conditions, Restrictions and Easements for the Villages of Avignon, recorded or to be recorded in the Public Records of Manatee County, Florida, as it may lawfully be amended and/or supplemented from time to time (the "Master Declaration"), and its exhibits thereto, as they may be lawfully amended and/or supplemented from time to time (collectively, the "Community Documents"). The properties governed by the Master Declaration shall collectively be referred to as "The Villages".

3.2. The Master Association shall have all of the common law and statutory powers of a corporation not for profit, including all the powers and duties reasonably necessary or convenient to operate The Villages and act as its managing entity pursuant to the Community Documents, except as expressly limited or modified by these Articles, the Community Documents, or law, including but not limited to the following specific powers and duties:

- (a) To levy, collect and enforce Assessments against Members of the Master Association to defray the cost, expenses and losses of The Villages, and to use the proceeds of Assessments in exercising the Master Association's powers and performing its duties.
- (b) To own, protect, maintain, repair, replace, and operate the Common Property.
- (c) To contract for and maintain such policy or policies of insurance as may be required

PREPARED BY:
Richard A. Weller, Esquire
Florida Bar No. 0403466
Porges, Hamlin, Knowles, Prouty,
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1205 Manatee Avenue West
Bradenton, Florida 34205
941.748.3770

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by the Community Documents, or as the Board deems necessary or desirable.

- (d) To enforce by legal means the provisions of the Community Documents, and any Rules and Regulations promulgated by the Master Association.
- (e) To enter contracts for the management or maintenance of the Common Property, and any other property of the Master Association, and to delegate any powers and duties of the Master Association in connection therewith, except such powers or duties as may be expressly required by the Community Documents or by applicable law to be exercised by the Board or the Members.
- (f) To employ personnel, including accountants, architects, attorneys, appraisers, surveyors, engineers and other professional personnel, to furnish services required for the operation of The Villages.
- (g) To borrow money to carry out the other powers and duties of the Master Association, and to give security for any such borrowing, including but not limited to, granting a security interest or lien upon assets of the Master Association, including Assessments, Owner Charges, and other funds receivable by the Master Association, including any liens or lien rights associated therewith, all on terms approved by the Board.
- (h) To adopt, amend and enforce reasonable rules and regulations governing the use of the Common Property and the Lots, and the operation of the Master Association.
- (i) To enter into agreements, or acquire leaseholds, memberships and other possessory, ownership or use interests in lands or facilities, if they are intended to provide enjoyment, recreation or other use or benefit to the Owners.
- (j) To reconstruct improvements after casualty and to further improve the Common Property.
- (k) To sue and be sued.
- (l) To acquire, own, hold, improve, maintain, repair, replace, convey, sell, lease, transfer and otherwise dispose of property of any kind or nature.
- (m) To operate and maintain and manage any Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas, as required by any applicable environmental resource permit issued with respect thereto by the Southwest Florida Water Management District (the "District"), or otherwise, as provided in the Master Declaration.
- (n) To contract for services to provide for the operation and maintenance of the Surface Water Management System Facilities.
- (o) To levy, enforce and collect Owner Charges for the purposes set out in the Master Declaration.
- (p) To exercise such other power and authority to do and perform every act or thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein, and as permitted by the applicable laws of the state of Florida and consistent with the Community Documents.

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- (q) To exercise in any other power contemplated by the Community Documents.

ARTICLE 4

No Distributions

The Master Association is organized and shall exist on a non-stock basis, does not contemplate pecuniary gain or profit to the Members thereof and is organized and shall exist solely for nonprofit purposes. No dividends shall be paid, and in no event shall the net earnings, income or assets of the Master Association be distributed to, or inure to the benefit of, its Members, Directors or Officers.

ARTICLE 5

Term

The period of duration of the Master Association is perpetual.

ARTICLE 6

Membership

6.1. The Members of the Master Association are the Declarant and its assigns, as the Declarant Member until such time as the Declarant Membership is terminated and converted to Regular Membership as provided by the terms of the Master Declaration, and all owners of record legal title to one or more Lots in The Villages, as more fully set out in the Community Documents.

6.2. The share of a Member in the funds and assets of the Master Association cannot be assigned or transferred in any manner except as an appurtenance to his Lot.

6.3. Each Member shall have such rights and privileges, and be subject to such duties, obligations and restrictions, including restrictions governing the transfer of his membership, as are set forth in the Community Documents.

6.4. Each Member shall have such voting interests as may be provided in the Community Documents.

ARTICLE 7

Board of Directors

7.1. The affairs of the Master Association shall be administered by a Board of Directors comprised of at least three (3) but no more than five (5) persons; provided, however, that the Board shall at all times be comprised of an odd number of Directors. The exact number of Directors shall be as provided in the Bylaws. Provisions regarding the qualification, election, term, removal and resignation of Directors shall be set forth in the Bylaws. Directors need not be members of the Master Association, except as may be required by the Bylaws.

7.2. The initial Board of Directors shall be appointed by Declarant and shall serve until such time as Declarant appoints replacement Directors or until their successors have been qualified and duly elected by the members of the Master Association in the manner provided in the Community Documents.

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**ARTICLE 8
Officers**

The Officers of the Master Association shall consist of a President, Vice President, Secretary, Treasurer and such additional Officers as the Board of Directors may deem necessary or appropriate from time to time. The Officers of the Master Association shall be elected annually by the Board of Directors at the organizational meeting of each newly constituted Board and shall serve at the pleasure of the Board.

**ARTICLE 9
Bylaws**

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

**ARTICLE 10
Indemnification**

To the extent permitted by law, the Master Association shall indemnify and hold harmless every Director and every Officer of the Master 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 made a party because of his being or having been, a Director or Officer of the Master Association. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that the actions or omissions to act of such Director or Officer were material to the cause adjudicated and involved one or more of the following:

- (a) willful misconduct or a conscious disregard for the best interests of the Master Association; or
- (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; or
- (c) an act or omission which was committed in bad faith or with malicious purpose, or any manner exhibiting wanton or willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Master Association or a Member.

In the event of a settlement the right to indemnification shall not apply unless a majority of the disinterested directors approves the settlement as being in the best interests of the Master Association. The foregoing right to indemnification shall be in addition to, and not exclusive of, all the rights to which a Director or Officer may be entitled.

**ARTICLE 11
Amendments**

Amendments to these Articles may be adopted as follows:

11.1. During the time that the Declarant has the right to amend the Master Declaration, the Declarant may amend these Articles in any manner that is not prohibited by law.

11.2. Subsequent to the Turnover Date, amendments to the Articles may be proposed by

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a majority of the Board, or upon written petition to the Board signed by Owners of Lots and Parcels holding not fewer than twenty-five (25%) of the total votes.

11.3. Any amendment to these Articles so proposed by the Board or Members shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

11.4. Except as otherwise provided by law, a proposed amendment to these Articles shall be adopted if approved by a majority of the votes cast at which a quorum is present, provided that notice of any proposed amendment has been given to the Members and that the notice contains the text of the proposed amendment.

11.5. An amendment which is duly adopted pursuant to this Article shall be effective upon the filing with the Florida Department of State and subsequently recording a certified copy thereof in the Public Records, with the formalities required for the recording of an amendment to the Bylaws.

ARTICLE 12 Incorporator

The name and address of the Incorporator is:

Derrick Barwick
700 8th Avenue West, Unit A,
Palmetto, Florida 34221

ARTICLE 13 Initial Registered Office and Agent

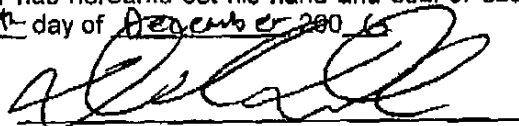
The name of the initial agent and address of the initial registered office of the Association shall be:

Curtis D. Hamlin, Esquire
1205 Manatee Avenue West
Bradenton, Florida 34205

ARTICLE 14 Dissolution

In the event of termination, dissolution or final liquidation of the Master Association, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility, and if not accepted, then the Surface Water Management System Facilities shall be conveyed to a non-profit corporation similar to the Master Association. For the purposes hereof, there shall be no obligation to transfer the Surface Water Management System Facilities if the Master Association is administratively dissolved by the Florida Department of State under circumstances which the Master Association does not intend such dissolution, and such intent is confirmed by the subsequent reinstatement of the Master Association.

IN WITNESS WHEREOF, the Incorporator has hereunto set his hand and seal or caused these Articles of Incorporation to be signed this 8th day of December 2006


DERRICK BARWICK

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ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

Curtis D. Hamlin, Esquire, having been designated as the registered agent for the Villages of Avignon Master Association, Inc. hereby agrees to act in such capacity and acknowledges that he is familiar with, and accepts, the obligations of such position.

Dated: December 11 2006.


Curtis D. Hamlin, Esquire

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