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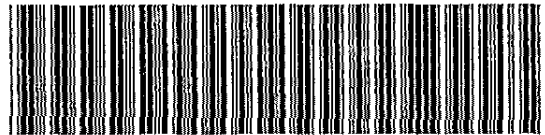
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

07 MAR 13 AM 11:39

AND
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B. McKnight MAR 14 2007

7655 WEST GULF TO LAKE HWY.
SUITE 6
CRYSTAL RIVER, FLORIDA 34429

Law Office of
CARL A. BERTOCH
A Professional Association

PHONE: 352/564-8224
FAX: 352/564-0611
E-MAIL: bertoch@earthlink.net

March 12, 2007

VIA EXPRESS DELIVERY

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

RE: Villages of Wyld Palms Property Owners Master Association, Inc.

Dear Sir or Madam:

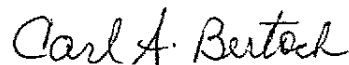
The enclosed Articles of Incorporation for Villages of Wyld Palms Property Owners Master Association, Inc. are submitted for filing. Our check in the amount of \$78.75 is enclosed representing the required filing fee, including a certificate of status.

Please return any correspondence and a copy of the filed documents to me at the following address:

Carl A. Bertoch, P.A.
7655 West Gulf to Lake Highway
Suite 6
Crystal River, Florida 34429

Thank you for your assistance. Please call me if you have any questions.

Sincerely yours,



Carl A. Bertoch *ej*

CAB:mj
Enclosure

APPROVED
AND
FILED

07 MAR 13 AM 11:39

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
VILLAGES OF WYLD PALMS
PROPERTY OWNERS MASTER ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not-for-profit and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is *VILLAGES OF WYLD PALMS PROPERTY OWNERS MASTER ASSOCIATION, INC.* (hereinafter called the "Association".)

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal place of business and the mailing address of the Association is located at 2805 Highway 44 West, Inverness, Florida 34453.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 213 Courthouse Square, Inverness, Florida 34450, and the name of the initial registered agent at that address is James A. Neal, Jr.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for the Villages of Wyld Palms recorded or to be recorded in the Public Records of

Citrus County, Florida, as it may from time to time be amended (hereinafter called the "Declaration.")

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvements of the Properties, Areas of Common Responsibility, Common Property and Village Common Property within its jurisdiction. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any Village Association, developer, management agent, governmental unit, community development district, public body, or similar entity.

ARTICLE VI

MEMBERSHIP

Section 1. Members. Every person or entity who is a record Owner of a fee interest in any Residential Unit in the Properties shall be a Member of the Association. Declarant shall also be a Member for so long as Declarant owns any portion of the Properties. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. The Association membership of each Owner (other than the Declarant) shall be appurtenant to and may not be separated from the Residential Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Residential Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Residential Unit shall operate automatically to transfer the

membership in the Association appurtenant thereto to the new Owner thereof. A Village Association shall not have any membership in the Association.

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

- (a) Class "A". Class "A" Members shall be all Owners of Residential Units, with the exception of Declarant for so long as Declarant shall be a Class "B" Member. Class "A" Members shall be entitled to one (1) vote for each Residential Unit within their designated property to elect Directors from the Designated Property, it being the intent that the Board of Directors shall be comprised of a representative Director from each Designated Property.
- (b) Class "B". Class "B" Member(s) shall be Declarant and each successor of Declarant who takes title to any unimproved tract for the purpose of development and sale of Residential Units and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of these Articles, the Class "B" Members shall be entitled to three (3) votes for each potential Designated Property as the Development Plan is hereafter expanded. The Declarant's voting rights shall be increased according to the potential number of Additional Designated Properties and may result in maintaining control of the Association by the Declarant if sufficient additional lands are added to the Development Plan and become Designated Properties. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:
 - (i) When the number of Designated Properties in the Development Plan as it presently exists or if expanded; or
 - (ii) When all the properties within the Development Plan have been designated, the Declarant will have the right to have a member of the Board of Directors until such time as the Declarant no longer owns property within the Development Plan; or
 - (iii) Twenty (20) years from the date of the recording of the Master Declaration; or

- (iv) When, in its discretion, Declarant so determines.

From and after the happening of any one of these events, Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Declarant status as a Class "B" member.

Section 3. Declarant Veto. From and after the termination of the Class "B" membership, Declarant shall have a veto power over all actions of the Association and Board of Directors of the Association. This power shall expire when Declarant no longer owns any property within the Plan of Development including a Residential Unit. The veto shall be exercised as follows:

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

- (a) Declarant shall have been given written notice of each meeting of the Members and of the Board by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and
- (b) Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy or program authorized by the Board, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action.) Except as set forth in subsection (c) below, Declarant veto must be exercised by Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and
- (c) If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and Declarant shall have ten (10) days after receipt of such notice to exercise its veto.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. The Board of Directors of the Master Association shall be comprised of Directors who have been elected by each of the Designated Property Owners Associations and those designated by the Declarant so long as Declarant has the authority to designate such as provided herein.

Section 2. The affairs of this Association shall be managed and administered by a Board of Directors consisting of not less than three (3), with the number in subsequent years to be determined by the members of the Board; provided that there shall always be an odd number of directorships created. Anything in these Articles to the contrary notwithstanding, until such time as Declarant has conveyed to purchasers not affiliated with Declarant all lands which are subject to potential annexation pursuant to the Declaration, or at such earlier date as may be selected by Declarant, Declarant shall be entitled to designate the initial members of the Board, as well as such additional Directors to maintain a majority of the membership. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
C. Michael Lewis	2805 Highway 44 West Inverness, FL 34453
Ronald S. Lieberman	2805 Highway 44 West Inverness, FL 34453
Carolyn Borkowski	2805 Highway 44 West Inverness, FL 34453

Section 3. Interim vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint a majority of the Board. The Designated Property Associations shall elect the Directors by majority vote.

ARTICLE VIII

OFFICERS

The day-to-day affairs of the Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the

Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
President: C. Michael Lewis	2805 Highway 44 West Inverness, FL 34453
Vice President: Ronald S. Lieberman	2805 Highway 44 West Inverness, FL 34453
Secretary/Treasurer: Carolyn Borkowski	2805 Highway 44 West Inverness, FL 34453

ARTICLE IX

DURATION

This corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

Section 1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes.

Section 3. Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by Declarant alone.

Section 4. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Citrus County, Florida, with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded.

Section 5. Limitations. No amendment shall be made that is in conflict with the Master Declaration, so long as Declarant shall own any lands within the Development Plan or which are otherwise subject to potential annexation. No Declarant related amendment shall be made to the Declaration or to any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

- (a) directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other owners;
- (b) modifies the definitions provided for by Article I of the Master Declaration in a manner which alters Declarant's rights or status;
- (c) modifies or repeals any provision of Article II of the Master Declaration;
- (d) alters the character and rights of membership as provided for by Article III of the Master Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;
- (e) alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- (f) denies the right of Declarant to convey to the Association Common Property or Village Common Property;
- (g) modifies the basis or manner of assessment as applicable to Declarant or any lands owned by Declarant;
- (h) alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights as provided for by any provision of the Declaration, Supplemental Declaration, the Bylaws or these Articles.

ARTICLE XI

BYLAWS

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

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

- (a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings,) judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association,) if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and
- (b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. 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, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, 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 misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 (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 director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. 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 and a quorum of disinterested Directors so directs, by a majority of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capacities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees.) judgments, fines and amounts paid in settlement (as described above.) The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XIII

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE XIV

HUD/FHA/VA APPROVAL

So long as Declarant retains the right to appoint and remove any directors and officers of the Association as set forth in the Declaration, if the Declarant has requested, applied and submitted documents for approval from the United States Department of Housing and Urban Development, Federal Housing Administration or Veterans Administration, individually or in combination thereof, for their making, insuring or purchasing loans on dwellings in the Property and if such approval has been granted, then to the extent that said agencies require approval of consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property or Village Common Property, dedication to the public of any Common Property or Village Common Property, any amendment of the Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on dwellings in the Properties, if any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained.

ARTICLE XV

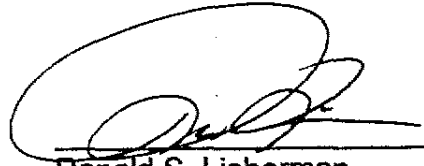
INCORPORATOR

The name and street address of the incorporator to these Articles of Incorporation is as follows:

Ronald S. Lieberman, 2805 Highway 44 West, Inverness, FL 34453

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned constituting the sole

incorporator of this Association, has executed these Articles of Incorporation this
1 day of March, 2007.



Ronald S. Lieberman

STATE OF FLORIDA

COUNTY OF CITRUS

The foregoing Articles of Incorporation were acknowledged before me this
1 day of March, 2007, by Darlene Campbell

who is

X

personally known to me

produced identification in the form of

Darlene Campbell
Notary Public

My Commission Expires: 10/30/2010

(SEAL)



**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS**

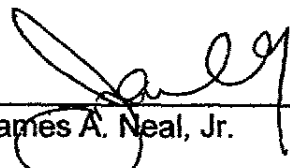
Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

VILLAGES OF WYLD PALMS PROPERTY OWNERS MASTER ASSOCIATION, INC. desiring to organize as a corporation under the laws of the State of Florida, with its office at 2805 Highway 44 West, Inverness, Florida 34453, has named James A. Neal, Jr., 213 Courthouse Square, Inverness, Florida 34450, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGEMENT:

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

Registered Agent:



James A. Neal, Jr.

Dated: 3/1/07

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

07 MAR 13 AM 11:35

APPROVED
AND
FILED