

**ARTICLES OF INCORPORATION OF
VILLAGE "C"
HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is VILLAGE "C" HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under Chapter 617 of the Florida Statutes, as it existed on the date of incorporation, and all subsequent amendments thereto (hereinafter referred to as the "Association").

**ARTICLE II
PRINCIPAL OFFICE**

The principal office of the Association is located at 7640 N. Wickham Rd., Ste. 115 Melbourne, Florida 32940, which shall be the initial registered office and mailing address of the Association.

**ARTICLE III
INCORPORATOR**

John Haley, whose address is 7640 N. Wickham Rd., Ste. 115, Melbourne, Florida 32940, is the sole incorporator of the Association.

**ARTICLE IV
REGISTERED AGENT**

David G. Larkin, whose address is 1900 South Hickory Street, Suite A, Melbourne, Florida 32901 is hereby appointed as the initial registered agent of the Association.

**ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is organized and for which it is to be operated are to provide for maintenance, preservation, and care of the property of the Association, and to provide the architectural control of the residential lots and common area within that certain tract of property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"), and to promote the health, safety, and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes. In connection therewith, the Association shall have the following powers:

- (a) To exercise all the powers and privileges and to perform all the duties and obligations of the Association as set forth in a Declaration of Covenants and Restrictions for Village "C"(the "Declaration"), applicable to the Property and to be recorded in the Office of the Clerk of the Circuit Court, Indian River County, Florida and as the same may be amended from time to time as therein provided;

- (b) Enforcing the provisions of the Declaration and these Articles of Incorporation, and the Bylaws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the common areas as the same may be hereafter established.
- (c) To fix, levy, collect, and enforce payment by any lawful means, all charges or assessments due to the Association or any other person affiliated with the Association pursuant to the terms of the Declaration; to pay all expenses in connection therewith; and to pay all office and other expenses incident to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (d) To 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;
- (e) To borrow money, and with the assent of two-thirds (2/3) 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;
- (f) To dedicate, sell, or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale, or transfer unless otherwise set forth in the Declaration;
- (g) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;
- (h) To annex additional property and common areas in the manner set forth in the Declaration;
- (i) To have and to exercise any and all powers, rights and privileges which a corporation organized under Florida law, including Chapter 617, Florida Statutes, by law may now or hereafter have or exercise.
- (j) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management Systems, including but not limited to work within retention areas, drainage structures, and drainage easements.
- (k) To operate maintain and manage the Surface Water or Stormwater Management Systems in a manner consistent with the St. John's River Water Management District permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein.
- (l) Maintaining, repairing, replacing, operating, and managing the common areas of this subdivision and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of said property.
- (m) To make and establish reasonable rules and regulations governing the use of common areas in accordance with the terms and provisions as set forth and defined in the Declaration.
- (n) To enter into leases and agreements of every nature or kind.

ARTICLE VI
MEMBERSHIP

Every person or entity who is a record owner who holds a fee or undivided fee interest in any lot which is subject to the Declaration, including contract sellers, shall be a member of the Association with the voting rights described in Article VII hereof. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VII
VOTING RIGHTS

The Association shall have two classes of voting membership with the relative rights and preferences as follows:

Class A: Class A members shall be all owners, with the exception of the Declarant, of any plot of land shown upon any recorded plat of the Property ("Lot" or "Lots"). Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, each such person shall be members, however, the vote for such Lot shall be exercised as they collectively determine, and in no event shall more than one vote be cast with respect to any Lot.

Class 8: The Class 8 member shall be the Declarant (as defined in the Declaration), who shall be entitled to five (5) votes for each Lot owned within the Property. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease and be converted to Class A membership upon the first to occur of either of the following events:

- (a) the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) fifteen (15) years from the date of the original recording of the Declaration in the public records of Indian River County, Florida; or
- (c) at the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association).

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of seven (7) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The Board of Directors shall be elected at the first meeting of the Association in the manner described in the Bylaws.

ARTICLE IX
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) 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 dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purpose.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management Systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by St. John's River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE X
EXISTENCE AND DURATION

The existence of the Corporation shall commence with the filing of these Articles of Incorporation with the Secretary State, Tallahassee, Florida. The Corporation shall exist in perpetuity.

ARTICLE XI
AMENDMENTS

The Association shall have the right to amend these Articles at any time upon the affirmative vote of two-thirds (%) of each class of the voting interests of the Association as described in Article VII hereof. Amendments may be proposed by resolution approved by a majority of the Board of Directors; provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same.

ARTICLE XII
BYLAWS

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


ARTICLE XIII
ASSESSMENTS

The assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structure, and drainage easements and for the maintenance and repair of the common areas within the Property, and other property of the Association, as set forth in the Declaration.

ARTICLE XIV
INDEMNIFICATION

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with 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 of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

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 2,st day of June, 2001.




John Haley, Incorporator

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 2,nd day of June, 2001, by John Haley who is personally known to me and did not take an oath.



Marcia A. Bartley
MY COMMISSION # CC904043 EXPIRES
February 4, 2004
BONDED THROUGH ROY FAIN INSURANCE, INC.



Signature of Notary Public
Marcia G. Bartley

Print Name of Notary Public
Notary Public State of Florida
My Commission Expires:

CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 607.0501 OR 617 1501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/ REGISTERED AGENT, IN THE STATE OF FLORIDA.

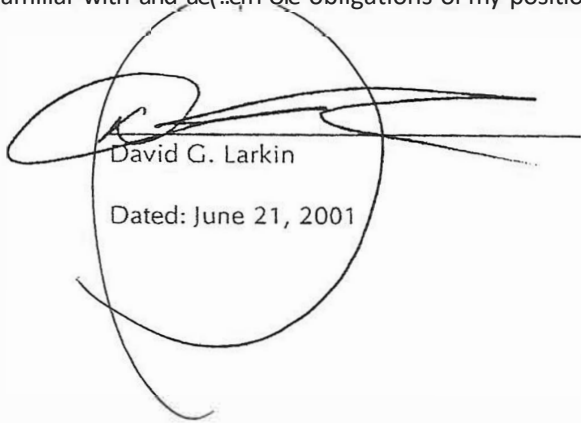
- 1 The name of the corporation is:

VILLAGE "C" HOMEOWNERS ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

FALLACE & LARKIN, I.L.C.
David G. Larkin
1900 So. Hickory Street, Suite A
Melbourne, Florida 32901

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and understand the obligations of my position as registered agent.



David G. Larkin

Dated: June 21, 2001

EXHIBIT "A"

LEGAL DESCRIPTION OF VILLAGE "C"

LEGAL DESCRIPTION

A parcel of land being a portion of Tracts 6 and 7, Section 21, Township 33 South, Range 39 East, Indian River Farms Company Subdivision, according to the plat thereof, as recorded in Pklt Book 2, Page 25, of the public records of St. Lucie (now Indian River) County, Florida, being more particularly described as follows.

Commence at the intersection of the southerly right of way line of the South Relief Canal and the easterly right of way line of Lateral Canal; thence South 89 degrees 28 minutes 53 seconds East, along said southerly right of way line, a distance of 1946.32 feet to the POINT OF BEGINNING; thence continue South 89 degrees 28 minutes 53 seconds East, a distance of 954.22 feet; thence South 0 degrees 10 minutes 25 seconds West, a distance of 1176.17 feet, to the North Right of Way line of 5th Street Southwest; thence North 89 degrees 11 minutes 04 seconds West, along said line, a distance of 1404.08 feet to the intersection with the East right of way line of Citrus Spring Boole Yard, as shown on the Plot of Citrus Springs Wfage "s", according to the plat thereof, as recorded in Plat 80M(16, Page 38, of the Public Records of Indian River County, Florida; thence, by the following fourteen (14) courses, along the East file of said plat, North 0 degrees 28 minutes 56 seconds East, a distance of 77.86 feet to the start of curvature of a curve, concave to the Southeast, having a radius of 26.00 feet, a central angle of 49 degrees 51 minutes 15 seconds, and a chord of 21.92 feet bearing North 25 degrees 24 minutes 33 seconds East; thence Northeast along said curve, a distance of 22.62 feet to the point of reverse curvature of a curve, concave to the Northwest, having a radius of 88.00 feet, a central angle of 22 degrees 08 minutes 51 seconds, and a chord of 33.81 feet bearing North 39 degrees 15 minutes 41 seconds East; thence Northeast along said curve, a distance of 34.02 feet to the point of reverse curvature of a curve, concave to the Southeast, having a radius of 26.00 feet, a central angle of 62 degrees 17 minutes 44 seconds, and a chord of 26.90 feet bearing North 59 degrees 20 minutes 04 seconds East; thence Northeast along said curve, a distance of 28.27 feet; thence North 2 degrees 16 minutes 17 seconds West, a distance of 72.08 feet to the point of reverse curvature of a curve, concave to the Northeast, having a radius of 25.00 feet, a central angle of 54 degrees 16 minutes 53 seconds, and a chord of 12.82 feet bearing North 62 degrees 21 minutes 38 seconds West; thence Northwest along said curve, a distance of 21.70 feet to the point of reverse curvature of a curve, concave to the Southwest, having a radius of 95.00 feet, a central angle of 15 degrees 37 minutes 51 seconds, and a chord of 25.84 feet bearing North 43 degrees 01 minute 10 seconds West; thence Northwest along said curve, a distance of 25.92 feet to the point of reverse curvature of a curve, concave to the Northwest, having a radius of 25.00 feet, a central angle of 51 degrees 19 minutes 04 seconds, and a chord of 21.65 feet bearing North 25 degrees 10 minutes 36 seconds West; thence Northwest along said curve, a distance of 22.39 feet; thence North 0 degrees 28 minutes 56 seconds East, a distance of 56.31 feet; thence South 89 degrees 31 minutes 04 seconds East, a distance of 261.80 feet to the point of curvature of a curve, concave to the Northwest, having a radius of 240.00 feet and a central angle of 90 degrees 18 minutes 32 seconds; thence Northeast along said curve, a distance of 378.29 feet; thence North 0 degrees 10 minutes 24 seconds East, a distance of 471.67 feet to the point of curvature of a curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 51 degrees 58 minutes 54 seconds; thence Northwest along said curve, a distance of 116.09 feet; thence North 0 degrees 31 minutes 07 seconds East, a distance of 10.93 feet to the POINT OF BEGINNING.