

**Prepared by and Return to:**

Mankin Law Group  
2535 Landmark Drive, Suite 212, Clearwater, FL 33761

**CERTIFICATE OF SECOND AMENDMENT TO THE ARTICLES OF INCORPORATION  
OF THE HOMEOWNERS' ASSOCIATION OF AVALON VILLAGE, INC.**

This Second Amendment to the Articles of Incorporation of The Homeowners' Association of Avalon Village, Inc., ("Amendment") is made by Landbuilder, LLC, whose address is 6522 Gunn Highway, Tampa, FL 33625 ("Developer").

**WITNESSETH**

WHEREAS, Avalon Development, LLC, a Florida Limited Liability Company, recorded the Declaration of Covenants and Restrictions for Avalon Village on August 18, 2005 in Official Records Book 2084, Page 1236, et. seq., of the Public Records of Hernando County, Florida ("Declaration") with the Articles of Incorporation included as Exhibit B ("Articles"); and

WHEREAS, Avalon Development, LLC's Developer's rights were assigned to Eagle FL V SPE, LLC, a North Carolina limited liability company, by that certain Amended Certificate of Title recorded on January 27, 2012, in Official Records Book 2877, Page 261, et. seq., of the Public Records of Hernando County, Florida; and

WHEREAS, Eagle FL V SPE, LLC, assigned its Developer's rights to Hunters Lake, LLC, a Florida limited liability company, by that certain Assignment of Developer's Rights signed on July 24, 2013 and recorded on June 19, 2014, in Official Records Book 3104, Page 783, et. seq., of the Public Records of Hernando County, Florida; and

WHEREAS, Hunters Lake, LLC, changed its name to Landbuilder LLC, a Florida limited liability company, by that certain Articles of Amendment to Articles of Organization of Hunters Lake, LLC, filed at the Florida Department of State on October 7, 2013; and

WHEREAS, as of the date of this Second Amendment, Developer is a Class B member; and

WHEREAS, Articles of Incorporation Article XI, Section 2, states that the Developer shall have right to amend the Articles without the approval or joinder of the Association or other Owners so long as the Developer is a Class B member; and

WHEREAS, Landbuilder, LLC, as Developer, desires to amend the Articles of Incorporation as hereinafter provided.

NOW THEREFORE, the Articles of Incorporation are amended as follows [New Wording Underlined; Deleted Wording Stricken Through]:

**Article VII, Section A, of the Articles of Incorporation is amended to read as follows:**

A. The affairs of the Association shall be managed by a Board of Directors consisting of ~~three (3)~~ five (5) Directors. Directors need not be members of the Association and need not be residents of the State of Florida. For so long as the Class B Membership shall exist, the Developer shall have the right to appoint all of the Directors. Following termination of the Class B Membership, Directors shall be elected as herein provided.

**Article VII, Section B, of the Articles of Incorporation is amended to read as follows:**

B. Elections shall be by plurality vote. The term of a Director's service shall be for two (2) years once staggered terms have been established. The term of each Director's service shall extend until his or her successor is duly elected, or until he or she resigns, dies or is removed. At the first election of the Board of Directors where the membership may vote for all available seats on the Board, ~~the terms of office of the elected Director receiving the highest number of votes shall be established at three (3) years. The other Directors shall be elected for terms of two (2) years or of one (1) year each, with the individuals receiving the next highest level of votes getting a two (2) year term and the one with the next highest level getting a one (1) year term. the three (3) candidates receiving the highest number of votes shall be elected for two (2) year terms and the two (2) candidates receiving the next highest number of votes shall be elected for one (1) year terms, in order to set up the staggered service as called for herein.~~ Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; ~~and the term of each Director so elected or appointed at each annual election shall be for three (3) year expiring at the next annual election following their election, and thereafter until their successor are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.~~ In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

IN WITNESS WHEREOF, the Developer has set has hand and seal this 4<sup>th</sup> day of May, 2020.

Witnesses:

[Signature]

Print Name: Ashley Adams

[Signature]

Print Name: Angela Gartin

Landbuilder LLC, a Florida Limited Liability Company

By: [Signature]

Print Name: Devon S. Rushnell

Title: President

STATE OF FLORIDA )  
COUNTY OF Manatee )

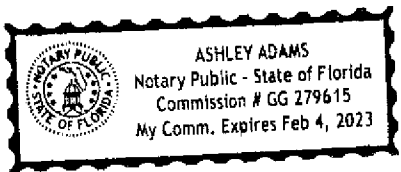
BEFORE ME, the undersigned authority, personally appeared Devon S. Rushnell, as the President (title), of Landbuilder LLC, a Florida Limited Liability Company, on behalf of the company. He/She is [ ] personally known to me or [ ] has produced the following as identification: FL Drivers License.

WITNESS my hand and official seal in the County and State last aforesaid, this 4<sup>th</sup> day of May, 2020.

[Signature]

Notary Public  
Printed Name: Ashley Adams

My commission expires: Feb 4, 2023



[Handwritten mark]