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FLORIDA NON-PROFIT CORPORATION

Piper's Crossing Commercial Condominium Association

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ARTICLES OF INCORPORATION

FOR

PIPER'S CROSSING COMMERCIAL CONDOMINIUM ASSOCIATION, INC.

Pursuant to Chapter 617, Florida Statutes, the undersigned, as Incorporator creates these Articles of Incorporation for the purposes set forth below.

ARTICLE I
NAME

The name of the corporation, herein called the "Association", is Piper's Crossing Commercial Condominium Association, Inc., and its initial corporate address is 2375 Tamiami Trail North, Suite 208C, Naples, Florida 34103.

ARTICLE II
PURPOSE AND POWERS

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Piper's Crossing Commercial Condominium, a Condominium (the "Condominium"), located in Collier County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not-for-profit under the laws of the State of Florida, and no portion of any earning of the Association shall be distributed or inure to the private benefit of any member, director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit under the laws of the State of Florida and of a condominium association under the Florida Condominium Act, except as expressly limited or modified by these Articles of Incorporation, the Declaration of Condominium for the condominium, and the Association's Bylaws; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Condominium documents as they may hereafter by amended including, but not limited to, the following:

(A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties;

(B) To protect, maintain, repair, replace and operate the Condominium property and Association property;

(C) To purchase insurance for the protection of the Association and its members;

(D) To repair and reconstruct improvements after casualty, and to make further improvements of the Condominium property;

(E) To make, amend and enforce reasonable rules and regulations in the manner set forth in the Association's Bylaws and subject to any limitations in the Declaration of Condominium for the Condominium;

(F) To approve or disapprove the transfer, leasing and occupancy of units, as may be provided in the Declaration of Condominium for the Condominium;

(G) To enforce the provisions of the Condominium Act and the Condominium documents;

(H) To contract for the management and maintenance of the Condominium and the Condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration of Condominium for the Condominium to be exercised by the Board of Directors or membership of the Association;

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium;

(J) To borrow money as necessary to perform its other functions hereunder;

(K) To grant, modify or move any easement in the manner provided in the Declaration of Condominium for the Condominium;

(L) Own and convey property;

(M) Operate and maintain common elements and Association property, which may include certain portions of the surface water management system as permitted by the South Florida Water Management District including all lakes, retention areas, culverts and related appurtenances;

(N) Establish rules and regulations;

(O) Assess members and enforce said Assessments;

(P) Sue and be sued; and

(Q) Contract for services to provide the services for operation and maintenance.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Condominium documents.

ARTICLE III
MEMBERSHIP

The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws, provided, however, that if and to the extent that a "condominium within a condominium" is created pursuant to Section 14.3 of the Declaration of Condominium, each owner of a unit in the "condominium within a condominium" shall be deemed to be a member of the Association. The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit. The owners of each unit, collectively, shall be entitled to vote in Association matters in accordance with its voting interest, which voting interest shall be equivalent to the Unit's Percentage Share of Liability for the Common Expenses; provided, however that if and to the extent that a "condominium within a condominium" is created pursuant

to Section 14.3 of the Declaration of Condominium, voting interests must be exercised by the condominium association of the "condominium within a condominium" (not each owner of a unit in the "condominium within a condominium") and the vote of a Unit is not divisible (the "Voting Interests"). The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV
TERM

The term of the Association shall be perpetual unless and until dissolved in accordance with Florida law. In the event of dissolution, any surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system must be dedicated to a similar non-profit corporation.

ARTICLE V
BYLAWS

The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI
DIRECTORS AND OFFICERS

The affairs of the Association shall be administered by a board of directors consisting of the number of directors determined by the Association's Bylaws, but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors. Except for directors appointed by the Developer (as defined in the Declaration of Condominium for the Condominium) directors of the Association shall be elected by the members of the Association in the manner determined by the Association's Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association's Bylaws. The business of the Association shall be conducted by the officers designated in the Association's Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII
INITIAL DIRECTORS

The initial Directors of the Association are:

Jack J. Crifasi, Jr.
Lee Tintori
Jack J. Crifasi, III

The initial officers of the Association are:

Jack J. Crifasi, Jr.	- President/Treasurer
Lee Tintori	- Secretary
Jack J. Crifasi, III	- Vice President

ARTICLE VIII
AMENDMENTS

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

(A) Proposal. Amendments to these Articles of Incorporation may be proposed by a majority of the Board or by a written petition to the Board, signed by at least thirty-five percent (35%) of the Voting Interests of the Association;

(B) Vote Required. Prior to the transition of control of the Association by the Developer to unit owners other than the Developer, which shall occur when unit owners other than Developer have the right to elect a majority of the Board of Directors ("turnover"), these Articles may be amended by the Board of Directors. Subsequent to turnover, a proposed amendment shall be adopted if it is approved by at least a majority of the Voting Interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose; and

(C) Certificate; Recording. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required by the Condominium Act.

ARTICLE IX
INDEMNIFICATION

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney 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 a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor;

(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) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

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ARTICLE X
INCORPORATOR

The name and address of the Incorporator is:

Jack J. Crifasi, Jr.
2375 Tamiami Trail North
Suite 208C, Naples, Florida 34103

ARTICLE XI
INITIAL REGISTERED AGENT AND REGISTERED OFFICE

The initial Registered Office of the Association and the name and address of its Registered Agent shall be:

Douglas A. Lewis, Esquire
850 Park Shore Drive
Naples, FL 34103

WHEREFORE, the Incorporator has caused these presents to be executed this 26th day of July, 2005.

Jack J. Crifasi, Jr., Incorporator

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CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, 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:

   PIPER'S CROSSING COMMERCIAL CONDOMINIUM ASSOCIATION, INC.

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

   Douglas A. Lewis, Esquire
   850 Park Shore Drive
   Naples, FL 34103

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Jack J. Grifasi, Jr., Incorporator

DATE: July 26, 2005

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 ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE
Douglas A. Lewis

DATE July 26, 2005