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**ARTICLES OF AMENDMENT AND RESTATEMENT TO
ARTICLES OF INCORPORATION OF
LEGENDS GOLF & COUNTRY CLUB MASTER ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)**

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Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment adopted:

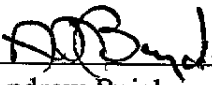
The Articles of Incorporation of Legends Golf & Country Club Master Association, Inc. filed with the Florida Secretary of State on December 24, 1997, are hereby replaced entirely by the Amended and Restated Articles of Incorporation of Legends Golf & Country Club Master Association, Inc. attached hereto and made a part hereof.

SECOND: The date of adoption of the amendment was October 19, 1998.

THIRD: The Amended and Restated Articles of Incorporation were approved by the sole member entitled to vote on October 19, 1998. This amount is sufficient to adopt the amendment.

Dated: October 19, 1998.

Executed by the undersigned member of the Board of Directors of Legends Golf & Country Club Master Association, Inc., and the President thereof,



Andrew Bujak
Director and President of Legends Golf &
Country Club Master Association, Inc.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LEGENDS GOLF & COUNTRY CLUB MASTER ASSOCIATION,
INC.
(A CORPORATION NOT FOR PROFIT)**

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LEGENDS GOLF & COUNTRY CLUB MASTER ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is LEGENDS GOLF & COUNTRY CLUB MASTER ASSOCIATION, INC. ("Association").

2. Principal Office. The principal office of Association is 13891 Jetport Loop, Suites 9 & 10, Ft. Myers, Florida 33913 or such other location as designated by the Board of Directors of the Association.

3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 100 Southeast Second Street, suite 2800, Miami, Florida 33131. The name of the Registered Agent of Association is:

KTG&S REGISTERED AGENT CORPORATION

4. Definitions. A declaration entitled Declaration of Restrictions and Covenants for Legends Golf & Country Club Community (the "Declaration") will be recorded in the Public Records of Lee County, Florida, and shall govern all of the operations of a community to be known as Legends Golf & Country Club Community. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon, including without limitation the Surface Water Management System; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; and (d) promote the health, safety and welfare of the Owners.

6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors or officers.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1. To perform all the duties and obligations of Association set forth in the Declaration, these Articles, and the By-Laws.

7.2. To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles, and the By-Laws and the rules, regulations, covenants, restrictions and/or agreements governing or binding Association.

7.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles, and the By-Laws.

7.4. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Area or other property of Association, and establish reserves for deferred maintenance or capital expenditures.

7.5. To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including but not limited to the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.6. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.7. To operate and maintain the Surface Water Management System, including but not limited to all lakes, retention areas, culverts and related appurtenances in accordance with any and all permits for such system issued by SFWMD or its successor.

7.8. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the Declaration, if any.

7.9. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.10. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.11. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.12. To employ personnel and retain independent contractors to contract for management of Association and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.13. To contract for services to be provided to, or for the benefit of, Association, Owners, and the Common Areas as provided in the Declaration such as, but not limited to, Telecommunication Services, maintenance, garbage pick-up, utility services, and services necessary to maintain the Surface Water Management System..

7.14. To establish committees and delegate certain of its functions to those committees.

7.15. To hold all funds and property owned and acquired by the Association in the name of the Association for the benefit of Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

8. Voting Rights. Owners and Developer shall have the voting rights set forth in the Declaration and the By-Laws. All Owners subject to assessments, including contract sellers, shall be members of Association.

9. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting of the members. Directors shall be elected for a term expiring on the date of the next Annual Members Meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME

ADDRESS

Andrew Bujak

13891 Jetport Loop, Suites 9 & 10
Ft. Myers, Florida 33913

Douglas Cohen

13891 Jetport Loop, Suites 9 & 10
Ft. Myers, Florida 33913

Valerie McChesney

13891 Jetport Loop, Suites 9 & 10
Ft. Myers, Florida 33913

10. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, (i) any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties and (ii) the Surface Water Management System shall either be dedicated to an appropriate agency of local government or to a non-profit corporation of similar nature to Association to assure perpetual maintenance thereof.

11. Duration. Association shall have perpetual existence.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Community Completion Date. Prior to the Community Completion Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3%) of the Board.

13. Limitations.

13.1. Declarations is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

13.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator.

The name and address of the Incorporator of this corporation is:

PATRICIA KIMBALL FLETCHER
ZACK KOSNITZKY, P.A.
100 Southeast 2nd Street, Suite 2800
Miami, Florida 33131-2144

15. Officers.

The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	Andrew Bujak
Vice President:	Michael Fuchs
Secretary:	Valerie McChesney
Treasurer:	Valerie McChesney

16. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. Director Transactions. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 20 day of October, 1998

~~KIG&S~~ REGISTERED AGENT CORPORATION

By:

Michael Kositzky

Name:

Michael Kositzky, President