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ORDER DATE : March 21, 2001

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ORDER NO. : 085882-010

CUSTOMER NO: 11584A

CUSTOMER: Stephen D. McCann, Esq
Stephen D. McCann, P.a.

Suite 306
2180 Immokalee Road
Naples, FL 34110

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DOMESTIC FILING

NAME: COLONIAL LINKS VILLAS AT
HERITAGE GREENS ASSOCIATION,
INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION

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XX CERTIFIED COPY

CONTACT PERSON: Norma Hull - EXT. 1115

EXAMINER'S INITIALS:

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ARTICLES OF INCORPORATION
OF
COLONIAL LINKS VILLAS AT HERITAGE GREENS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

FILED

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates the corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means these Articles of Incorporation of the Association and any amendments hereto.

2. "Association" means Colonial Links Villas at Heritage Greens Association, Inc., a Florida corporation not for profit, which is NOT a condominium association, and which has been organized by Developer to administer each Villa Project in accordance with its Declaration.

3. "Board" means the Board of Directors of the Association.

4. "Bylaws" means the Bylaws of the Association and any amendments thereto.

5. "Common Structural Elements" means certain elements, features or parts contained in a "Building" (as defined in a Declaration) which are structural elements of more than one (1) Dwelling Unit contained therein, as more particularly described in a Declaration.

6. "Community Association" means Heritage Greens Community Association, Inc., a Florida corporation not for profit organized by Heritage Greens Development Limited Partnership to administer the "Common Areas" (as defined in the Covenants) and having among its members the Owners.

7. "County" means Collier County, Florida.

8. "Covenants" means the Declaration of Covenants, Conditions and Restrictions for Heritage Greens, recorded by Heritage Greens Development Limited Partnership at O.R. Book 2337, Page 619, of the Public Records of the County and any amendments thereto.

9. "Crestview at Heritage Greens" or "Crestview" means Lots 1 through 124, Block A and Tract X of the Plat. Crestview at Heritage Greens as presently planned includes four Neighborhoods. Two of these Neighborhoods, Colonial Links Villas at Heritage Greens and Colonial Links Condominium at Heritage Greens are being developed by Developer. The other two Neighborhoods, Crestview Villas at Heritage Greens and Crestview Condominium at Heritage Greens were developed by Heritage Greens Construction Limited Partnership.

10. "Crestview Owner" means the owner of a dwelling unit located in Crestview.

11. "Crestview Recreation Area" means Tract X of the Plat and the improvements thereon which were constructed by Heritage Greens Construction Limited Partnership.

12. "Crestview Recreation Area Expenses" means the expenses for the operation, maintenance, repair or replacement of the Crestview Recreation Area, including but not limited to taxes and insurance incurred by the Association. Crestview Recreation Area Expenses shall not include reserves for capital expenditure and/or deferred maintenance.

13. "Crestview Villas Association" means Crestview Villas at Heritage Greens Association, Inc., a Florida Corporation not for profit, which is the association organized by Heritage Greens Construction Limited Partnership to administer Crestview Villas at Heritage Greens and the Crestview Recreation Area.

14. "Declaration" means the Declaration of Protective Covenants, Restrictions and Easements by which Developer establishes a non condominium villa project in Crestview at Heritage Greens and any amendments thereto.

15. "Developer" means Colonial Homes, Inc., a Florida Corporation, its successors and assigns; provided, however, that a purchaser of a Lot shall not be deemed a successor or assign of Developer unless such purchaser is specifically so designated as such in writing by Developer. Colonial Homes, Inc. is developing Colonial Links Villas at Heritage Greens and Colonial Links Condominium at Heritage Greens. Colonial Homes did not develop Crestview Villas at Heritage Greens and Crestview Condominium at Heritage Greens which were developed by Heritage Greens Construction Limited Partnership, a separate independent entity.

16. "Director" means a member of the Board.

17. "Documents" means in the aggregate each Declaration, these Articles, the Bylaws, the Rules and Regulations of the Association, the Covenants, the Articles of Incorporation, Bylaws and Rules and Regulations of the Community Association, and all of the instruments and documents referred to therein or referred to herein, including, but not limited to, amendments to any of the foregoing, as applicable.

18. "Dwelling Unit" means a residential dwelling unit intended as an abode for one family constructed on a Lot.

19. "Heritage Greens" means the name given to the planned residential development being developed in the County by Heritage Greens Development Limited Partnership in accordance with the "Plan for Development" described in the Covenants.

20. "Institutional Mortgagee" means any lending institution owning a first mortgage covering a Dwelling Unit or Lot, including any of the following institutions:

(a) Any federal or state savings and loan or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

(b) Any secondary mortgage market institution, including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; or

(c) Any pension or profit-sharing funds qualified under the Internal Revenue Code; or

(d) Any and all investing or lending institutions, or the successors and assigns of such lenders ("lenders"), which have loaned money to Developer and which hold a mortgage upon any portion of a Villa Project securing such loans; or

(e) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon any portion of a Villa Project; or

(f) Developer, if Developer holds a mortgage on any portion of a Villa Project and the transferee of any mortgage encumbering any portion of a Villa Project which was originally held by Developer; or

(g) Any life insurance company; or

(h) The Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development.

21. "Legal Fees" means: (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (b) court costs through and including all trial and appellate levels and post-judgment proceedings.

22. "Lot" means a platted Lot included in a Villa Project and upon which a Dwelling Unit is permitted to be constructed.

23. "Member" means a member of the Association.

24. "Neighborhood" means a residential condominium, or a group of single family homes or villas, or any other residential sub-area development within Heritage Greens, where all the lots and dwelling units are subject to a single common recorded declaration of Neighborhood Covenants.

25. "Neighborhood Association" means a condominium association, an incorporated homeowners association as defined in Section 617.301, Florida Statutes (1997), or any other incorporated mandatory membership property owners association operating a Neighborhood or Neighborhoods or facilities or property serving two or more Neighborhoods.

26. "Neighborhood Covenants" are any and all covenants, conditions, restrictions and other provisions imposed by a recorded declaration of covenants, declaration of condominium or other similar instrument, that are applicable to one or more specific Neighborhoods to the exclusion of all others. The term also includes the recorded Articles of Incorporation and Bylaws of the Neighborhood Association as amended from time to time.

27. "Neighborhood Expenses" means the expenses for which Owners are liable to the Association as described in the Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Common Structural Elements or any portion thereof and improvements thereon, the Association's share of the Crestview Recreation Area Expenses and all costs and expenses incurred by the Association in carrying out its powers and duties under the Documents.

28. "Owner" means the owner(s) of the fee simple title to a Lot and includes Developer for so long as it is the owner of the fee simple title to a Lot.

29. "Phase" means certain land and improvements which may become a portion of a Villa Project.

30. "Plat" means the Plat of Heritage Greens which has been recorded in Plat Book 28 at Pages 78-94 of the Public Records of the County.

31. "Total Lots" means the number of Lots planned to be contained in the Villa Projects to be administered by the Association.

32. "Villa Project" means the real property subjected to a Declaration and any amendments thereto which is to be administered by the Association.

ARTICLE II

NAME

The name of this corporation shall be COLONIAL Links VILLAS AT HERITAGE GREENS ASSOCIATION, INC., a Florida corporation not for profit. For convenience, the corporation shall be herein referred to as the Association, whose principal address is 12631 Westlinks Drive #1, Fort Myers, Florida 33913.

ARTICLE III

PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop Colonial Links Villas at Heritage Greens ("Villa Project I") on property it owns or will acquire in the County which is more particularly described on Exhibits "A" and "C" to the Declaration of Protective Covenants, Restrictions and Easements for Villa Project I. Developer intends to develop Villa Project I as a "phase project" as contemplated by Paragraph 2 of said Declaration which is planned to consist of "Phase 1" and "Phases 2 through 37" if, as and when amendments adding Phases 2 through 37 to Villa Project I are recorded by Developer. Developer also has reserved the right to add one or more of additional Phases 38 through 51 to Villa Project I.

1. To the extent that any portion of the land for additional Phases is not added to Villa Project I but is submitted as a separate Villa Project, it is intended that this Association shall be responsible for operating any and all such Villa Projects in addition to Villa Project I and that each Owner of a Lot therein shall be a Member of this Association unless provided otherwise by Developer in the Declaration for such Villa Project.

2. Each Villa Project administered by this Association shall be administered in accordance with the applicable Declaration, these Articles and the Bylaws.

B. The purpose for which this Association is organized is to maintain the Common Structural Elements and other portions of the Villa Projects, and to carry out the covenants and enforce the provisions of the Documents. The Association is a Neighborhood Association as contemplated by the Covenants.

ARTICLE IV

POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers to be granted to the Association in the Documents.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the Villa Projects.

3. To make, levy and collect assessments for the purpose of obtaining funds from its Members to pay Neighborhood Expenses and costs of collection, including the operational expenses of the Association and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

4. To administer, manage and operate the Villa Projects and the Common Structural Elements in accordance with the Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Documents.

6. To employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation, administration and management of the Common Structural Elements and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Common Structural Elements and to delegate to such professional management certain powers and duties of the Association.

7. To enter into a Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain the Villa Projects in a proper and aesthetically pleasing condition and to provide the owners with services, amenities, controls and enforcement which will enhance the quality of life at the Villa Projects.

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of two-thirds (2/3) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of assessments; or

(b) the collection of other charges which Owners are obligated to pay pursuant to the Documents; or

(c) the enforcement of any applicable use and occupancy restrictions contained in the Documents; or

(d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Crestview Recreation Area or to the Common Structural Elements or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of two-thirds [2/3] of the owners); or

(e) filing a compulsory counterclaim.

10. To appoint, at least annually, one Member of the Association to serve as the Association's voting representative to the Community Association as contemplated by Section 11.6 of the Covenants and Sections 2.3 and 3.6 of the Bylaws of the Community Association.

11. To remit to the Crestview Villa Association the Association's share of the Crestview Recreation Area Expenses.

12. To carry out the Association's duties and obligations under the Covenants.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Developer to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Developer. Developer shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Developer shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every owner, including Developer as to Lots owned by Developer, shall be Members and exercise all of the rights and privileges of Members.

C. Membership in the Association for owners other than Developer shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Lot.

E. If, as and when a Villa Project other than Villa Project I is created by recording its own Declaration indicating the Owners shall be Members of the Association, membership in this Association shall be divided into classes, with the Owners in each Villa Project constituting a separate class ("Class") designated by a numeral denoting the sequence in which the Villa Project was created. For example, the Owners of the first Villa Project created through recordation of a Declaration would be "Class 1 Members."

F. The following provisions shall govern the right of each Member to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Lot, which shall be exercised and cast in accordance with the Documents, and if there is more than one (1) Owner with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Owners, collectively, shall be entitled to only one (1) vote in the manner set forth in Paragraph V. H hereof.

2. All of the Members of this Association shall vote thereon as one body, without distinction as to Class on matters which pertain to all of the Villa Projects.

3. On matters pertaining exclusively to a Villa Project or Class of Members, only the affected Class shall vote thereon.

4. On matters which pertain to one or more Classes of Members but not to all of such Classes, or which pertain to each Class of Members, but to each such Class in a different degree or different manner, then each Class of Members affected thereby shall vote separately as a Class thereon.

5. Subject to the provisions of Paragraphs F.I, 2, 3 and 4 hereof, the Board shall determine whether a matter which is subject to a vote of the Members shall be voted on by Classes or by the entire Membership of this Association as a whole. In the event of a deadlock on the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered.

3. Where neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Lot shall not be considered.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners' association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles is:

Tony Persichilli
12631 Westlinks Drive #1
Fort Myers, Florida 33913

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by one or more Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as the Board deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Tony Persichilli
Vice President	-	John Campbell
Secretary	-	Robert Keck
Treasurer	-	Robert Keck

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members and the number of Directors which shall comprise the Board subsequent to the "Developer's Resignation Event" (as hereinafter defined) shall be determined by the Board prior to each meeting at which Directors are to be elected; provided, however, the number of Directors shall always be an odd number, and shall not be less than three (3). Except for Developer-appointed Directors, Directors must be Members or the parents, children or spouses of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Tony Persichilli	12631 Westlinks Drive #1 Fort Myers, Florida 33913
John Campbell	12631 Westlinks Drive #1 Fort Myers, Florida 33913
Robert Keck	12631 Westlinks Drive #1 Fort Myers, Florida 33913

Developer reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. The "Turnover Date" shall be the earlier to occur of the following events:

(i) Three (3) months after the conveyance by Developer to Members other than Developer ("Purchaser Members") of ninety percent (90%) of the Total Lots as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) At such earlier time as Developer shall designate in writing to the Association.

D. Upon the Turnover Date, Purchaser Members shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. At the Initial Election Meeting, Purchaser Members shall elect two (2) of the Directors in accordance with the procedures set forth in the Bylaws for election of Directors, and Developer, until Developer's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Developer reserves and shall have the right, until Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following Developer's Resignation Event.

A Director (other than a Developer-appointed Director) may be removed from office upon the affirmative vote of a majority of Owners, for any reason deemed to be in the best interests of the Owners. A meeting of the Owners to so remove a Director (other than a Developer-appointed Director) shall be held upon the written request of ten percent (10%) of the Owners.

G. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors who shall be elected by the Purchaser Members and the remaining number of Directors to be designated by Developer.

H. Upon the earlier to occur of the following events ("Developer's Resignation Event"), Developer shall cause all of its designated Directors to resign:

1. When Developer no longer has the right to create a Villa Project by recording a Declaration or add a Phase to a Villa Project by recording an amendment to a Declaration and no longer holds at least five percent (5%) of the Total Lots for sale in the ordinary course of business and all Lots sold by Developer have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Developer causes the voluntary resignation of all of the Directors designated by Developer and does not designate replacement Directors.

Upon Developer's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Developer's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his or her successor is elected and qualified. In the event Developer's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting in accordance with the procedures set forth in the Bylaws.

I. At each Annual Members' Meeting held subsequent to Developer's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. The remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. To the extent permitted by law, the resignation of a Director who has been designated by Developer or the resignation of an officer of the Association who has been elected by the First Board shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon him or her in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association, whether or not such person is a Director or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all right to which such Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Before the Turnover Date, these Articles may be amended by a vote of a majority of the Directors without need for a vote of the Members.

B. After Turnover Date, these Articles may be amended in the following manner:

1. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Alternatively, the Members may by written petition of at least ten percent (10%) of the voting interests propose an amendment which shall be submitted to the Members at either the next annual members meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members.

3. At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the votes of all the Members entitled to cast votes thereon.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in a Declaration or any amendments thereto.

D. An amendment shall become effective upon filing with the Secretary of State of Florida and recording a certified copy in the Public Records of the County.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Developer, without the prior written consent thereto by Developer, for so long as Developer has the right to create a Villa Project by recording a Declaration or to add an additional Phase to a Villa Project by recording an amendment to a Declaration and/or holds at least one (1) Lot for sale in the ordinary course of business; and (ii) any "Institutional Mortgagee" (as such term is defined in a Declaration) without the prior written consent of such Institutional Mortgagee.

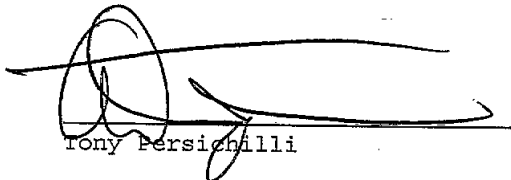
F. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each of such amendment shall be attached to any certified copy of these Articles.

G. Notwithstanding the foregoing provisions, prior to the Turnover Date, the following actions require the prior approval of the Federal Housing Administration ("FHA") and/or Veteran's Administration ("VA") if a Villa Project is a project approved by FHA and/or VA: annexation of additional properties other than an additional Phase as contemplated by a Declaration, mergers and consolidations, mortgaging of common area, dedication of common area, dissolution of the Association and amendment of this Paragraph XIII. H of these Articles.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

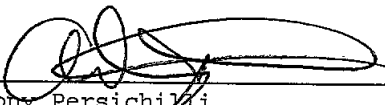
The street address of the initial registered office of the Association is 12631 Westlinks Drive #1, Fort Myers, Florida 33913, and the initial registered agent of the Association at that address shall be Tony Persichilli.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 19th day of March, 2001.


Tony Persichilli

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and

acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under the Florida Not-For-Profit Corporate Act.



Tony Persichilli
Dated: 3/19/2001

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared TONY PERSICHILLI, to me known to be the person described as Incorporator and Registered Agent of COLONIAL LINKS VILLAS AT HERITAGE GREENS ASSOCIATION, INC., and he acknowledged before me that he executed the same for purposes therein expressed. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

Notary Public, State of Florida at Large

Typed, printed or stamped name of Notary

My Commission Expires: _____

FILED
2001 MAR 21 PM 2:52
SECRETARY OF STATE
TALLAHASSEE FLORIDA