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FLORIDA NON-PROFIT CORPORATION

Cypress Cove B at Grandezza Homeowners Association,

| | |
|-----------------------|---------|
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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B. McKnight AUG 16 2001

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**ARTICLES OF INCORPORATION
OF
CYPRESS COVE B AT GRANDÈZZA
HOMEOWNERS ASSOCIATION, INC.
(Florida Corporation Not For Profit)**

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TALLAHASSEE, FLORIDA
SECRETARY OF STATE

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this 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:

- A. "Articles" means these Articles of Incorporation and any and all amendments hereto.
- B. "Association" means Cypress Cove B at Grandèzza Homeowners Association, Inc., a Florida corporation not for profit, which is NOT a condominium association, and which has been organized to own, maintain and administer the Association Property and to maintain certain portions of the Lots and Residences in accordance with the Neighborhood Declaration.
- C. "Association Property" means that portion of the real property and all improvements now or hereafter located thereon described in the Neighborhood Declaration as such.
- D. "Board" means the Board of Directors of the Association.
- E. "Bylaws" means the Bylaws of the Association and any and all amendments thereto.
- F. "County" means Lee County, Florida.
- G. "Cypress Cove B" means the name given to the planned residential development being developed in the County in accordance with the "Plan for Development" described in the Neighborhood Declaration.
- H. "Declarant" (also sometimes referred to herein as "Centex") means Centex Homes, a Nevada general partnership, its successors, grantees and assigns. A Lot Owner shall not, solely by the purchase of a Lot, be deemed a successor or assign of Declarant or of the rights of Declarant under the Neighborhood Documents unless such Lot Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.
- I. "Director" means a member of the Board.

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J. "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.

K. "Lot" means a portion of Cypress Cove B so designated on the plat of Grandèzza as recorded in Plat Book 67, Page 15, of the Public Records of Lee County, Florida, upon which a Residence is permitted to be constructed.

L. "Lot Owner" means the owner or owners of the fee simple title to a Lot and includes Declarant for so long as it is the owner of the fee simple title to a Lot. A Lot Owner shall not mean nor refer to a holder of a mortgage or security deed, its successors and assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or by deed in lieu of foreclosure, nor shall the term "Lot Owner" refer to any lessee or tenant of a Lot Owner.

M. "Member" means a member of the Association as more particularly described in Article V hereof.

N. "Neighborhood Declaration" means the Neighborhood Declaration of Protective Covenants and Restrictions for Cypress Cove B at Grandèzza to be recorded amongst the Public Records of the County, and any and all amendments thereto.

O. "Neighborhood Documents" means in the aggregate the Neighborhood Declaration, these Articles, the Bylaws and the rules and regulations of the Association, and all of the instruments and documents referred to or incorporated therein, including, but not limited to, amendments to any of the foregoing, as applicable.

P. "Operating Expenses" means the expenses for which all Lot Owners are liable to the Association as described in the Neighborhood Declaration.

Q. "Residence" means a residential dwelling unit in Cypress Cove B intended as an abode for one family.

ARTICLE II
NAME AND ADDRESS

The name of this corporation shall be CYPRESS COVE B AT GRANDÈZZA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. For convenience, the corporation shall be herein referred to as the Association, whose principal address and mailing address is 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108.

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ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to, operate and maintain the Association Property and to maintain certain portions of the Lots and Residences, all in accordance with the terms, provisions and conditions contained in the Neighborhood Declaration, and to carry out the covenants and enforce the provisions of the Neighborhood Documents and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Association.

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 Neighborhood Documents. All of the provisions of the Neighborhood Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

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

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

2. To make, establish, amend and enforce reasonable rules and regulations governing Cypress Cove B or any portions thereof including, without limitation, the Association Property;

3. To make, levy and collect assessments for the purpose of obtaining funds from its Members to pay Operating 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 Cypress Cove B in accordance with the Neighborhood Documents and to maintain, repair, replace and operate the Association Property and certain portions of the Lots and Residences in accordance with the Neighborhood Documents;

5. To enforce by legal means the obligations of the membership of the Association and the provisions of the Neighborhood Documents;

6. To employ personnel, retain independent contractors and professional personnel and enter into service and management contracts to provide for the maintenance,

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operation, management and administration of the Association Property and certain portions of the Lots and Residences and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, professional management of the Association Property and certain portions of the Lots and Residences and to delegate to such professional management certain powers and duties of the Association;

7. To enter into the Neighborhood Declaration and any amendments, supplements and modifications thereto and instruments referred to therein;

8. To deal with other corporations on matters of mutual interest;

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of persons or entities 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;

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

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

(d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property 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 three-fourths (3/4) of the Members); or

(e) filing a compulsory counterclaim.

10. To elect as the "Neighborhood Representative", as defined in the Master Declaration, the President of the Association. The next most senior official of the Association shall be the alternate Neighborhood Representative. The Neighborhood Representative shall cast the votes in the Master Association of all of the Home Owners on their behalf. The Neighborhood Representative may cast all such votes as he or she, in his or her sole discretion, deems appropriate; and

11. 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 Cypress Cove B in a proper and aesthetically pleasing condition and to provide the Members with services, amenities, controls and enforcement which will enhance the quality of life at Cypress Cove B.

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ARTICLE V
MEMBERS

The qualification of Members, 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 Declarant to a Lot Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the incorporator of these Articles ("Incorporator"). The Incorporator shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

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

C. Membership in the Association for Lot Owners other than Declarant 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 Declarant 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 Lot Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

E. The Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant until the Turnover Date, who shall be entitled to one (1) vote for each Lot owned.

2. The "Class B Member" shall be the Declarant who shall be entitled to three (3) votes for each Lot owned by Declarant. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined in Paragraph X.C hereof) by Declarant to Class A members, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

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

On the Turnover Date, Class A Members including Declarant shall assume control of the Association and elect the Board.

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F. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Neighborhood Documents.

G. 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.

H. 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.

I. There shall be only one (1) vote for each Lot, except for the Class B Member as set forth herein. 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 Lot 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 Lot 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. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

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.

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J. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI
TERM

The term for which the 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 applicable 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 are:

Timothy J. Ruemler
5801 Pelican Bay Boulevard
Suite 600
Naples, Florida 34108

ARTICLE VIII
OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by one or more Vice President(s), the Secretary and the Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

B. 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 offices 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:

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|----------------|--------------------|
| President | Daniel J. Halloran |
| Vice President | Dan Beiter |
| Secretary | Maria Class |
| Treasurer | Maria Class |

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 subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected; provided, however, the number of Directors shall always be an odd number. Except for Declarant-appointed Directors, Directors must be Class A Members or the parents, children or spouses of Class A 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> |
|--------------------|--|
| Daniel J. Halloran | 5801 Pelican Bay Boulevard Suite 600 Naples, Florida 34108 |
| Dan Beiter | 5801 Pelican Bay Boulevard Suite 600 Naples, Florida 34108 |
| Maria Class | 5801 Pelican Bay Boulevard Suite 600 Naples, Florida 34108 |

Declarant 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. Declarant intends that Cypress Cove B, when ultimately developed, will contain fifty-eight (58) single-family Residences. For purposes hereof, the term "Total Developed Lots" shall mean the total number of single-family Residences which Declarant intends to develop in Cypress Cove B.

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D. Upon the Turnover Date, the Members other than Declarant ("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 Declarant, until the Declarant's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). If Declarant so elects, Declarant may increase the size of the Initial Elected Board and in such event, Declarant shall have the right to designate up to one-third (1/3) of the Directors. Declarant reserves and shall have the right, until the Declarant'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 the Declarant's Resignation Event or until he is removed in the manner hereinafter provided.

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

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 which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

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

1. When the sum of all Lots held by Declarant no longer equals at least five percent (5%) of all Lots to be developed for sale in the ordinary course of business and all Lots sold by Declarant 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 Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant'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

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Declarant'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 Declarant'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 Declarant'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. The resignation of a Director who has been designated by Declarant 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, except for such Director's or officer's willful misconduct or gross negligence.

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 proceeding, 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 he or she 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

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Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Director or officer may be entitled by common or statutory 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 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. Prior to the First Conveyance, these Articles may be amended only by a written instrument signed by the Incorporator and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, these Articles may be amended in the following manner:

1. (a) 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. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) 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 ("Required Notice").

(c) 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 Members present in person or by proxy.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by a majority of the Members and a majority of the Board setting forth their intention that an amendment to the Articles be adopted.

C. These Articles may not be amended without the written consent of a majority of the members of the Board.

D. 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 the Neighborhood Declaration or any amendments or supplements thereto.

E. A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

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F. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Declarant, so long as Declarant holds at least one (1) Lot for sale in the ordinary course of business, including the right to designate and select members of the Board as provided in Article X hereof, without the prior written consent thereto by Declarant; or (ii) any "Institutional Mortgagee" (as such term is defined in the Neighborhood Declaration) without the prior written consent of such Institutional Mortgagee.

G. 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.

H. Notwithstanding the foregoing provisions, as long as the Class B membership exists the following actions require the prior approval of the Federal Housing Administration ("FHA") or Veteran's Administration ("VA") if Cypress Cove B is an approved project by FHA and/or VA: annexation of additional properties except as specifically provided in the Neighborhood Declaration, mergers and consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of these Articles.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108 and the initial registered agent for the Association at that address shall be Timothy J. Ruemler.

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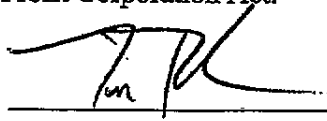
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IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this day of August 15, 2001.



TIMOTHY J. RUEMLER, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Cypress Cove B at Grandèzza Homeowners Association, Inc. 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 Corporation Act.

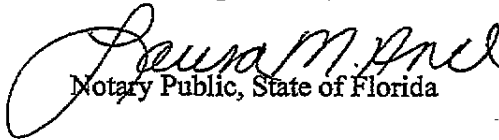


TIMOTHY J. RUEMLER, Registered Agent

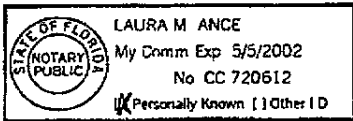
STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 15th day of August, 2001, by TIMOTHY J. RUEMLER, the person described as the Incorporator of these Articles and who executed the foregoing Articles of Incorporation, who is personally known to me.

My Commission expires:


Notary Public, State of Florida

Printed Name of Notary Public



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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