



THE LAW OFFICE OF
KEVIN F. JURSKI, P.A.

Business, Sports And Entertainment Law

Florida Board Certified Real Estate Attorney

February 5, 2002

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

800004914378--9
-02/13/02--01035--006
****122.50 *****78.75

RE: The Lakes of Estero Homeowners Association, Inc.

Dear Sirs:

Enclosed please find Articles of Incorporation and a Certificate Designating Registered Agent for the above corporation.

We respectfully request that these articles be filed. We have enclosed our check in the amount of \$122.50 for the filing fees and return of a certified copy of the Articles of Incorporation to the undersigned.

Should you have any questions, please do not hesitate to contact my office. Thank you for your assistance in this matter.

Respectfully,

KEVIN F. JURSKI

KFJ/h
Enclosure

cc: Robert Conidaris

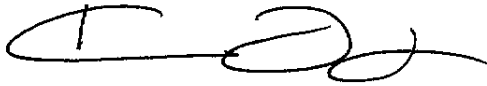
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FILED
02 FEB 13 PM 4:30
SECTION 10 STATE
TALLAHASSEE, FLORIDA

Page Two
April 2, 2002

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Jursinski', with a stylized flourish at the end.

KEVIN F. JURSKINSKI

KFJ\lh
enclosure

c:\client\Conidaris\DevCo\SecofStateAmendment\tr 040102

February 18, 2002

KEVIN F. JURSKINSKI, ESQ.
2222 SECOND ST
FT MYERS, FL 33901

SUBJECT: THE LAKES OF ESTRO
Ref. Number: W02000004685

We have received your document for THE LAKES OF ESTRO and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name of the entity must be identical throughout the document.

The name of the corporation must contain a corporate suffix. This suffix may be: CORPORATION, CORP., INCORPORATED, or INC. Sections 617.0401(1)(a) and 617.1506(1), Florida Statutes, prohibits the use of the word COMPANY or CO. in the name of a non-profit corporation.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6925.

Cynthia Blalock
Document Specialist
New Filing Section
Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida
32314

Letter Number: 702A00009922



**THE LAW OFFICE OF
KEVIN F. JURSKINSKI, P.A.**

Business, Sports And Entertainment Law

Florida Board Certified Real Estate Attorney

April 2, 2002

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: The Lakes of Estero Homeowners Association, Inc.

Dear Sirs:

On February 13, 2002 we filed the Articles of Incorporation for The Lakes of Estero Homeowner's Association, Inc. A copy of which is attached hereto.

In Article I, the name is indicated as followed:

The Lakes of Estero Homeowner's Association, Inc.

It was further indicated that this was a **not-for profit corporation**. On the top of the document someone from your office has typed the language "The Lakes of Estero Homeowners, Inc." This apparently was inserted by your office and is not the actual name of the corporation. The actual corporate name is The Lakes of Estero Homeowner's Association, Inc. This name is then repeated on the certificate of incorporation along with a recitation that this is a Florida corporation rather than a not-for-profit corporation.

Please make the necessary corrections to reflect that the corporate name is "The Lakes of Estero Homeowner's Association, Inc., a Florida not-for-profit corporation." Please forward to my office a certification that the Articles of Incorporation have been filed with the Secretary as a Florida not-for-profit corporation under the correct corporate name of "The Lakes of Estero Homeowner's Association, Inc., a Florida not-for-profit corporation."

THE LAKES OF ESTERO HOMEOWNER'S ASSOCIATION, INC.

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
02 FEB 13 PM 4:36

ARTICLES OF INCORPORATION
(A Florida Not For Profit Corporation)

ARTICLE I
NAME

The name of this Florida Not For Profit Corporation is The Lakes of Estero Homeowner's Association, Inc., a Florida corporation not for profit, whose principal address and mailing address is:

15645 PINE RIDGE RD.
FT. MYERS, FL 33908

ARTICLE II
PURPOSES

The purpose for which the Association is organized is to take title to, administer, operate, maintain, finance, repair, manage and lease the Association Property in accordance with the terms of, and purposes set forth in, The Lakes of Estero Declarations of Covenants, Restrictions and Easements as recorded in the Public Records of Lee County, Florida and to carry out the covenants and enforce the provisions of such declarations and all supportive documents thereto ("Documents").

The Association is formed to be a Florida Not For Profit Corporation in accordance with the provisions of F.S. 617 et seq. and 720 et seq.

ARTICLE III
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 granted to the Association in The Lakes of Estero Documents. All of the provisions of the 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 the purposes of the Association, including, but not limited to, the following:
 1. To perform any act required or contemplated by it under The Lakes of Estero Documents.

2. To make, establish, amend, enforce and abolish, in whole or in part, reasonable rules and regulations governing the use of the Association Property, and such rules and regulations shall contain a copy of the environmental resources or surface water management permit and its conditions.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To own, administer, operate, maintain, finance, repair, replace, manage, lease and convey the Association Property all in accordance with The Lakes of Estero.

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

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the administration, operation, maintenance, financing, repairing, replacing, management and leasing of the Association Property 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 Association Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and execute all necessary documents in conjunction therewith.

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 the intent of the Documents to carry out directives properly voted on and issued by the Association to keep and maintain The Lakes of Estero in accordance with its overall development scheme in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations, and enforcement which will pursue the goals enumerated in the Documents.

9. 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 legal counsel 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;
- b) the collection of other charges which Owners are obligated to pay pursuant to The Lakes of Estero Documents;
- c) the enforcement of any applicable use and occupancy restrictions contained in The Lakes of Estero Documents;
- d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s); or
- e) filing a compulsory counterclaim.

ARTICLE IV
MEMBERSHIP AND VOTING IN THE ASSOCIATION

The membership of the Association shall be comprised solely of the Declarant until the first Deed of Conveyance of a lot from Declarant (or Declarant's assignee) to an Owner at The Lakes of Estero is recorded in the Public Records of Lee County, Florida.

Upon such first conveyance, Declarant 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 Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

Membership in the Association for Owners other than Declarant shall be established by the acquisition of the ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance in the Public Records of Lee County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, bequest, judicial decree or otherwise, the person 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.

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

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. "Class B Members" shall be Declarant, who shall be entitled to three (3) times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier 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 Article IX(c) hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots in the Public Records of Lee 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 not less than a majority of the Board.

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 Lakes of Estero Documents.

No Member may assign, hypothecate or transfer in any manner his membership in the Association or such members voting rights, except as an appurtenance to his Lot.

Any Member who conveys or loses title to a Lot by sale, gift, inheritance, 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.

There shall be only one (1) vote for each Lot, except for the Class B Members 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 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 ("Voting Member") 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. If such a certificate is not filed with the Secretary of the Association, the Owners of such Lot lose their right to vote until such a certificate is filed with the Secretary of the Association, but the Lot shall be considered for purposes of establishing a quorum.

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. When both husband and wife 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 topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.
2. When 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, but shall count for purposes of establishing a quorum.
3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, 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, but shall count for purposes of establishing a quorum.

Unless some greater number is provided for in The Lakes of Estero Documents, a quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE V

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 (other than the Drainage System or other function or system at The Lakes of Estero controlled by a governmental agency, which shall be conveyed to an appropriate agency of the local government having jurisdiction thereof, unless such agency does not accept same) 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. In the event of dissolution of the Association and conveyance of the

Drainage System (or other function or system at The Lakes of Estero controlled by a governmental agency, which shall be conveyed to an appropriate agency of the local government having jurisdiction thereof, unless such agency does not accept same) such agency shall have reasonable rights of access to the Property consisting of the Drainage System to operate, maintain, repair and replace the Drainage System.

ARTICLE VI **INCORPORATOR**

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

Robert Conidaris
1400 Estero Boulevard
Estero, FL 33928

ARTICLE VII **OFFICERS**

The affairs of the Association shall be managed by the President of the Association, assisted by the 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. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

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 membership of the Board, 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 office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE VIII **FIRST OFFICERS**

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

President:	Robert Conidaris
Vice President:	Grace Conidaris
Secretary/Treasurer:	Michael Conidaris

ARTICLE IX
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) nor more than seven (7), as the Board shall from time to time determine prior to each meeting at which Directors must be Members of the parents, children or spouses of Members. Each Director shall have only one (1) vote.

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

NAMES:

ADDRESSES:

Robert Conidaris

1400 Estero Boulevard
Fort Myers Beach, FL 33931

Grace Conidaris

1400 Estero Boulevard
Fort Myers Beach, FL 33931

Michael Conidaris

15645 Pine Ridge Road
Fort Myers, FL 33908

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 presently intends that The Lakes of Estero, when ultimately developed, will contain approximately one hundred-two (102) Lots with a Home constructed in each Lot ("Developed Lots"). For purposes of this paragraph, "Total Developed Lots" shall mean the one hundred-two (102) Developed Lots which Declarant presently intends to develop in The Lakes of Estero. Of the one hundred-two (102) Developed Lots, Declarant has reserved the right in the Declaration to modify its plan of development for The Lakes of Estero (including, without limitation, the right to modify the product types to be constructed and to add land to and withdraw land from The Lakes of Estero. Therefore, the total number of Lots and Homes within The Lakes of Estero, and thus the term "Total Developed Lots", may refer to a number greater or less than one hundred-two (102). The number of Lots added to or withdrawn from The Lakes of Estero and the revised number of "Total Developed Lots" will be set forth in a Supplemental Declaration recorded in the County if additional land is added to or withdrawn from The Lakes of Estero. Notwithstanding anything to the contrary, and with respect to any portion(s) of The Lakes of Estero which may be submitted to the condominium form of ownership, "Developed Lots" shall refer to the individual condominium units thereof and not the parcel(s) of real property on which the Condominium is constructed.

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. 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 hereinabove. 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 prior 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.

F. At the Initial Election Meeting, Purchaser Members, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). 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.

G. The Board shall continue to be so designated and elected, as described in Paragraph F 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 a Purchaser Member-elected Director 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 voting interests of 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.

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 Declarant no longer holds at least five percent (5%) of the Total Developed Lots 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 by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his 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 IX and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual 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 be deemed to remise, release, acquit, satisfy and forever discharge such Director or officer 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 Director or officer for, upon or by reason of any matter, cause of 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 X

INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of a settlement in connection with any of the foregoing, the indemnification provisions provided in this Article X shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being the best interest of the Association, and in the event a Director or officer admits that he is or is adjudged guilty of willful misconduct or gross negligence in the performance of his duties, the indemnification provisions of this Article X shall not apply. The foregoing right of indemnification provided in this Article X shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XI

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 XII

AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, 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.

(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 total number of Members in the Association.

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

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

E. Notwithstanding any provisions of this Article XII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of

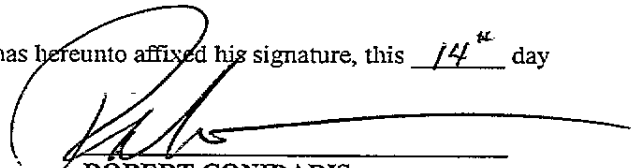
Declarant hereunder without the prior written consent of Declarant, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article IX above, nor shall any amendment be adopted or become effective without the prior written consent of Declarant for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

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 such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIII
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 2222 Second Street, Fort Myers, Florida 33901 and the initial registered agent of the Association at that address shall be Kevin F. Jursinski.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 14th day of DECEMBER, 2001.

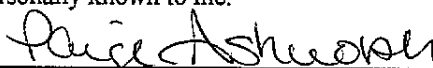

ROBERT CONIDARIS

STATE OF FLORIDA

ss:

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14 day of DECEMBER, 2001, by ROBERT CONIDARIS, the person described as the Incorporator of these Articles who executed the foregoing Articles of Incorporation and who is personally known to me.


Notary Public, State of Florida

SEAL



Paige Ashworth
My Commission **DD072345**
Expires July 29, 2002

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIII 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.


KEVIN F. JURSKI
Dated: 12-27-01