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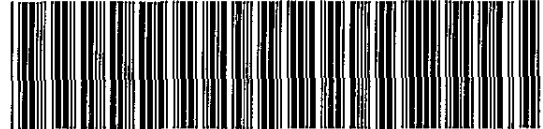
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CAPITAL CONNECTION, INC.

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(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

*The Lakes at Pine Island
Homeowners Association, Inc.*

Signature _____

Requested by: _____

Name

Date

Time

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☒ Art of Inc. File _____

_____ LTD Partnership File _____

_____ Foreign Corp. File _____

_____ L.C. File _____

_____ Fictitious Name File _____

_____ Trade/Service Mark _____

_____ Merger File _____

_____ Art. of Amend. File _____

_____ RA Resignation _____

_____ Dissolution / Withdrawal _____

_____ Annual Report / Reinstatement _____

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_____ Certificate of Good Standing _____

_____ Certificate of Status _____

_____ Certificate of Fictitious Name _____

_____ Corp Record Search _____

_____ Officer Search _____

_____ Fictitious Search _____

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ARTICLES OF INCORPORATION

OF

THE LAKES OF PINE ISLAND HOMEOWNERS ASSOCIATION, INC.

(a Florida Corporation not-for-profit)

The undersigned subscribers to these ARTICLES OF INCORPORATION, each a natural person competent to contract hereby voluntarily associate themselves for the purposes of forming a Corporation not-for-profit under Chapter 617, Florida Statutes.

ARTICLE I
NAME, ADDRESS AND REGISTERED AGENT

1.1 The name of the Corporation shall be **THE LAKES OF PINE ISLAND HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "ASSOCIATION"). The street address of the Corporation is 600 Fifth Avenue South, Suite 207, Naples, Florida 34102.

1.2 The street address of the initial registered office of the ASSOCIATION is 600 Fifth Avenue South, Suite 207, Naples, Florida 34102 and the name of the ASSOCIATION'S initial registered agent at such address is John N. Brugger.

ARTICLE II
DEFINITIONS

2.1 All terms which are defined in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF PINE ISLAND HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "DECLARATION") shall be used herein with the same meaning as defined in said DECLARATION.

ARTICLE III
PURPOSES

This ASSOCIATION is organized for the following purposes:

3.1 To establish a corporate residential community property owner's association which will, subject to any DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF PINE

ISLAND which has been or will be created and as such DECLARATION may from time to time be amended, have the specific purposes and powers described below. The lands in Lee County, Florida, and such other future lands that the ASSOCIATION may own, lease or contract with respect to which the ASSOCIATION shall exercise its power is legally described as follows, to-wit:

(See Attached Exhibit "A")

(herein referred to as the "PROPERTIES").

3.2 To promote the health, safety, aesthetic enjoyment and social welfare of the residents of the residential community to be known as THE LAKES OF PINE ISLAND.

3.3 To provide for the management, operation and maintenance of such common and private areas and structures as may be placed under the jurisdiction of this association, pursuant to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF PINE ISLAND to be recorded with respect thereto as the same may be from time to time modified and/or amended, and further pursuant to any Neighborhood Covenants which may be recorded with respect to portions thereof.

3.4 To fulfill all the purposes and to exercise all of the powers stated herein with respect to all additional properties which may be brought under the jurisdiction of the ASSOCIATION.

3.5 To enforce the provisions of the Founding Documents consistent with the DECLARATION now existing or hereafter adopted by whatever legal means are available under Florida law.

ARTICLE IV **GENERAL POWERS**

4.1 This ASSOCIATION shall have and exercise all rights and powers conferred upon Corporations under the common law and statutes of the State of Florida consistent with the Founding Documents as defined in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF PINE ISLAND. This ASSOCIATION shall also have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential community subject to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF PINE ISLAND, as it may from time to time be amended, including, but not limited to, the following subparagraphs of this Article IV.

4.2 To make and establish BY-LAWS and Rules and Regulations to effectuate the purposes for which the ASSOCIATION is organized and to enforce such BY-LAWS and Rules and Regulations governing the use of the Common Properties consistent with the DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF PINE ISLAND.

4.3 To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, Corporation, association or other entity; to do any and all of the activities and pursue any and all of the objects and purposes set forth in these ARTICLES and not forbidden by the Laws of the State of Florida.

4.4 To hold all property deeded to the ASSOCIATION in trust for the use and benefit of its Members, except that this ASSOCIATION may dedicate, sell or transfer all or any part of any common areas to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed upon by the Members and consistent with the DECLARATION. For so long as the DECLARANT is a Class B Member of the ASSOCIATION, no such dedication, sale or transfer shall be effective unless an instrument has been signed agreeing to such dedication, sale or transfer by the DECLARANT.

4.5 To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles.

4.6 To fix, levy, collect and enforce assessments for the purpose of obtaining funds from its Members to pay for the operational expenses of this ASSOCIATION and costs of collection and to use and expend the proceeds of assessment in the exercise of its powers and duties hereunder.

4.7 To pay taxes and other charges, if any, on or against properties owned, leased, licensed or accepted by the ASSOCIATION.

4.8 To borrow money.

4.9 To maintain, repair, replace, approve, operate and manage such common and private areas and structures as may be placed under the jurisdiction of this ASSOCIATION, including but not limited to: entrance roads and features, Gate House areas, clubhouse and other recreational amenities, street lighting, lakes, landscaping, irrigation system, water management system approved by any governmental agency, and drainage easements.

4.10 To delegate power or powers where such is deemed in the interest of the ASSOCIATION.

4.11 To enter into a contract with any individual or entity and employ personnel as may be selected by the Board of Directors to perform or accomplish any or all of the purposes of this

ASSOCIATION, under such terms and conditions and for such compensation as the Board of Directors may consider in the best interest of the ASSOCIATION.

4.12 To enter into agreements with the Neighborhood Associations, if any, and if necessary, with respect to, but not limited by, those items listed in paragraph 4.9 above.

4.13 To purchase Director's Liability Insurance and other policies of insurance upon the properties of the ASSOCIATION and use the proceeds from such policies to effectuate ASSOCIATION purposes.

4.14 To approve Transfers of Ownership in the manner and to the extent provided in Article 6.3 of these ARTICLES and in the DECLARATION.

4.15 To enforce any and all covenants, conditions, restrictions and agreements available to the residential community known as THE LAKES OF PINE ISLAND, but only insofar as such powers of enforcement are conferred upon the ASSOCIATION by the DECLARATION.

ARTICLE V **MEMBERSHIP**

5.1 Each Parcel in THE LAKES OF PINE ISLAND, as defined in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF PINE ISLAND, which is subject by Covenants of record to the jurisdiction and powers of this ASSOCIATION, and particularly to the assessment and assessment lien powers of this ASSOCIATION, shall have one (1) Class A Membership appurtenant to it. When more than one person or entity is a record owner of a fee simple or of a fractional undivided fee simple interest in any Parcel, said owning persons or entities shall decide among themselves who shall be the sole Member and only such person shall qualify for Membership or continuation of Membership. In no event shall there be more than one (1) Class A Membership with respect to any Parcel. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Class B Memberships shall be available as defined in ARTICLE VI of these ARTICLES and in the DECLARATION.

5.2 Membership shall be appurtenant to and may not be separated from ownership of any parcel.

5.3 All Membership rights and duties shall be subject to and controlled by the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF PINE ISLAND, which is in the form of

a covenant running with the land.

ARTICLE VI **VOTING RIGHTS**

6.1 The ASSOCIATION shall have two (2) classes of voting Membership. The Declarant, EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI, its successors and/or assigns, reserves the right to amend the ARTICLES OF INCORPORATION to create and define additional classes of Membership.

(a) **Class A:** One (1) Class A Membership shall be designated for each Parcel. No Class A Member shall have a vote in the ASSOCIATION affairs for so long as EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI, are the sole voting Member as a result of its Class B Membership. After EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI are no longer its sole voting Members, each Class A Member shall be entitled to ONE VOTE for each Parcel owned as defined in the DECLARATION. When more than one person or entity holds an interest in any Parcel, said owning persons or entities shall decide among themselves and advise the ASSOCIATION in writing who shall be the sole Member, and only such person shall qualify for Membership or continuation of Membership. In no event shall more than ONE VOTE be cast with respect to any Parcel owned by a Class A Member. All Class A Members of the ASSOCIATION shall be Club Members pursuant to the DECLARATION and in accordance with the Club Rules and Regulations, as from time to time amended, and which shall be attached to and made a part of the BY-LAWS. A Club Membership shall run with the land and may not be sold, transferred or otherwise conveyed except as part of a Parcel sale as described herein and in the DECLARATION.

(b) **Class B:** The Class B Member shall be EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI, its successors and/or assigns, and it shall be the sole voting Members until the occurrence of either of the following events: (i) three (3) months after ninety percent (90%) of the Parcels in all phases of the Community that is ultimately operated by the Association have been conveyed to Class A Members; or (ii) delivery by EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI to the ASSOCIATION of written notice that it irrevocably terminates and cancels its Class B Membership. In the event of transfer of control of the Association to the Class A Members as outlined in (i) or (ii) above, EAGLES LANDING AT PINE ISLAND, INC. AND RUSSELL M. SETTI shall become a Class A Member and shall be entitled to the number of votes as outlined in Section 6.1 (a) for each Parcel owned by EAGLES LANDING AT PINE ISLAND, INC. AND RUSSELL M. SETTI

(c) **EAGLES LANDING AT PINE ISLAND, INC. AND RUSSELL M. SETTI Guests:** In further consideration of the efforts of EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI in creating and establishing THE LAKES OF PINE ISLAND, and recognizing the need of EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI to invite prospective purchasers of Parcels to use the facilities of THE LAKES OF PINE ISLAND, there is hereby reserved unto EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI the right, in their sole and absolute discretion, to designate such persons as "EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI Guests" as they should so elect, without notice to the ASSOCIATION. EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI Guests shall have the right to use all of the facilities to the same extent as a Class A Member for a period of not more than thirty (30) days upon being or redesignated as Developer Guest. Each Developer Guest shall be required to pay individual expenses and comply with the ASSOCIATION documents to the same extent as a Class A Member, except that a Developer Guest shall not be required to pay any initial Membership fees, annual dues or special assessments. No Developer Guest shall have the right to sell, assign, or otherwise transfer any of his rights and privileges as a Developer Guest.

6.2 Membership Rights: In accordance with the terms of Florida Statute 720, the Membership Rights (including voting rights of any Member) may be suspended by action of the Board of Directors or a fine levied if such Member shall have failed to pay, when due, any assessment or charge lawfully imposed upon him or any properties owned by him, or if the Member, his family, his tenants, or guests of any thereof, shall have violated any rule or regulation set forth in the Declaration or promulgated by the Board of Directors regarding the use of any properties or conduct with respect thereto.

6.3 Transfer of Ownership: No OWNER, or any other person or entity who acquires a property interest in and to any Parcel in THE LAKES OF PINE ISLAND, excluding the DECLARANT, shall dispose of his Parcel and Club Membership which runs appurtenant to such Parcel, without approval of the ASSOCIATION. The approval of the ASSOCIATION that is required for the transfer of ownership of a Parcel and Club Membership shall be obtained in the following manner:

a) Notice to Association

An OWNER intending to transfer title to his Parcel shall give to the ASSOCIATION notice of such intention together with the name and address of the intended transferee;

b) **Failure to Give Notice**

If the above required notice to the ASSOCIATION is not given, then the OWNER of the Parcel and Club Membership transferred shall not be relieved of his responsibility to pay any assessment due and owing to the ASSOCIATION and shall remain liable for the payment of assessment.

c) **Certificate of Approval**

Within fifteen (15) days after receiving the notice, the ASSOCIATION must approve the transfer unless the OWNER owes the ASSOCIATION for any assessment. The approval shall be stated in a Certificate of Approval and the Certificate executed by an officer of the ASSOCIATION, and the Certificate shall be recorded in the Public Records of Lee County, Florida at the expense of the transferee. In the event that the ASSOCIATION fails to approve or disapprove an intended transfer within fifteen (15) days of receiving notice of the intended transfer described herein, then the ASSOCIATION shall be deemed to have approved said transfer.

6.4 There shall be no Cumulative Voting on any vote by the Members of the ASSOCIATION.

ARTICLE VII
BOARD OF DIRECTORS

7.1 The affairs of this Corporation shall be managed by a Board of Directors. The Board shall have power to manage all the affairs of the Corporation and to make all contracts necessary for the proper transaction of its matters pertaining to the care, conduct, control, supervision and management of the ASSOCIATION and its properties and finances, and all appropriations for the expenditures of ASSOCIATION funds shall be made by them. They shall have the power to employ and discharge all employees and officers of the ASSOCIATION.

In addition to the powers conferred upon and delegated to the Board by the ARTICLES OF INCORPORATION and the BY-LAWS, and subject to such ARTICLES and BY-LAWS, the Board shall have the power to hire, engage, employ, and compensate experts and professionals of any and all fields of endeavor in order to further the objectives and purposes of the ASSOCIATION. Such power shall rest in the full, absolute and uncontrolled discretion of the Board, to which such power is hereby specifically delegated. Further, the Board of Directors shall adopt, amend and rescind Rules and Regulations to govern the operation and use of the property, the common areas, including but not limited to, the

Club Facility and Conservation Lands. The Rules and Regulations shall be uniform and shall not conflict with the founding documents.

7.2 Except for Directors appointed by the Class B Member, who need not be owners of Parcels in THE LAKES OF PINE ISLAND, each Director must be a Class A Member and be at least eighteen (18) years of age.

7.3 The affairs of the ASSOCIATION shall be managed by a Board of Directors consisting of the number provided by the BY-LAWS, but not less than three (3), and in the absence of such determination shall consist of three (3). Directors, other than those elected or appointed by the Class B Member, must be Members of the ASSOCIATION. During the time EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI are the sole voting Members, EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI shall appoint the Board of Directors. At such time as EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI ceases to be the sole voting Members, the Directors shall be elected at the Annual Meeting of the Members in the manner determined by the BY-LAWS of the ASSOCIATION. Vacancies on the Board of Directors shall be filled in the manner provided by the BY-LAWS and Directors may be removed as provided for in the BY-LAWS.

7.4 The Class B Member, and its successors and assigns, until such class is terminated, shall have and hereby reserves the absolute right and authority to manage and control the ASSOCIATION and its affairs and decisions and the exclusive right to elect or appoint all the Directors of the ASSOCIATION (who need not be owners of parcels in THE LAKES OF PINE ISLAND). During the period the Class B Member is in control of the ASSOCIATION, the Directors shall exercise all rights, powers and privileges that would otherwise be exercisable by the Class A Members. The Class B Member may, at its option, at any time in writing waive its right to control the ASSOCIATION and turn over control to the Class A Member, who shall then accept such turnover of control.

7.5 The names and addresses of the Members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Russell M. Setti
P.O. Box 290847
Davie, FL 33329

F. Chaimowitz
5110 Sheridan Street
Hollywood, FL 33021

John N. Brugger
600 Fifth Avenue S., Suite 207
Naples, FL 34102

7.6 The Directors may, by the BY-LAWS, fix the term of office for all Directors. However, unless contrary provisions are made by BY-LAW, each Director's term of office shall be for one year, but all Directors shall continue in office until their successors are duly elected and installed. After EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI no longer elects the Board of Directors, there shall be held at each annual meeting of this ASSOCIATION an election of Board Members who may serve such terms as provided for in the BY-LAWS except that EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI shall have the right to appoint one (1) permanent Member of the Board of Directors who shall have no fixed term of office and shall serve at the pleasure of the Class B Member (EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI). EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI, shall have the right to substitute its Board Member at any time it should so elect.

7.7 A majority of the Directors currently serving as such shall constitute a quorum. Except as herein otherwise specified, the decision of a majority of the Directors present at a meeting at which a quorum is present shall be required and shall be sufficient to authorize any action on behalf of the ASSOCIATION. Each Director shall be entitled to one vote on every matter presented to the Board of Directors. Notwithstanding the above, EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI for so long as he is a Class B Member, shall have the absolute right to amend the ARTICLES OF INCORPORATION, BY-LAWS and DECLARATION without any other Member's consent.

7.8 Within ninety (90) days following the date the Class B Membership shall cease to exist, the ASSOCIATION shall conduct a Special Meeting of the Class A Members for the purpose of electing Directors and Officers. Provided, however, that EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI shall have the right to appoint from time to time a permanent Member of the Board of Directors. Members of the Board of Directors may participate in any meeting of the Board, or a meeting of the Executive Committee by any communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

ARTICLE VIII **OFFICERS**

8.1 The affairs of the ASSOCIATION shall be administered by a President, one (1) or more Vice-Presidents, a Secretary and a

Treasurer and such other officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person except that the offices of President and Secretary may not be held by the same person. After the Class B Member no longer appoints the Board of Directors in accordance with the BY-LAWS and these Articles, the Officers shall be elected by the Board of Directors at its annual meeting which shall immediately follow the annual meeting of the Members and they shall serve one (1) year terms in accordance with the procedures set forth in the BY-LAWS.

8.2 The names of the Officers who are to manage the affairs of the ASSOCIATION until the first annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President	Russell M. Setti
Vice-President	F. Chaimowitz
Secretary	John N. Brugger
Treasurer	John N. Brugger

ARTICLE IX

INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.1 Every Director and every Officer of the ASSOCIATION (and the Directors and/or Officers as a group) shall be indemnified by the ASSOCIATION against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or Officer of the ASSOCIATION. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or Officer may be entitled whether by statute or common law. No amendment to these ARTICLES which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Director and Officer (whether current or former) affected by such amendment.

ARTICLE X
DIRECTORS AND OFFICERS CONFLICTS OF INTEREST

10.1 No contract or transaction between the ASSOCIATION and one or more of its Directors or Officers, or between the ASSOCIATION and any other Corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the ASSOCIATION shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

10.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XI
AMENDMENT TO ARTICLES OF INCORPORATION

11.1 EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI in their sole discretion, may modify, change, or amend these ARTICLES while they is the sole voting Class B Member of the ASSOCIATION. Thereafter, amendments to these ARTICLES shall be proposed by unanimous consent of the Board of Directors and adopted by two-thirds (2/3) of the Members of this ASSOCIATION at any Annual or Special Meeting called for that purpose, provided that the full text of any proposed amendments shall be included in the notice of such Annual or Special Meeting and provided further that the voting requirements specified for any action under any provision of these ARTICLES shall apply also to any amendment of such provisions, and no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the ASSOCIATION or the Members as provided in the DECLARATION.

11.2 An amendment shall become effective at the time specified in the amendment documents approved by EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI or their successors in interest, or at such time as the Developer is no longer a Class B Member by the ASSOCIATION Members. The amendment shall be filed with the Secretary of State and a certified copy recorded in the Public Records of Lee County, Florida, and in any other applicable county. An amendment shall become effective at the time specified in the amendment documents approved by the ASSOCIATION Members.

11.3 In no event may an amendment to these ARTICLES OF INCORPORATION or the BY-LAWS thereof be passed which, in any way, destroys the Class B Membership rights or any rights of EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI or in any way dilutes or modifies the rights, obligations or benefits thereof without the consent of EAGLES LANDING AT PINE ISLAND, INC. and RUSSELL M. SETTI

ARTICLE XII
BY-LAWS

12.1 The first BY-LAWS of this ASSOCIATION shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the BY-LAWS.

ARTICLE XIII
DURATION

13.1 The term of the ASSOCIATION shall be perpetual unless dissolved pursuant to the provisions of the law, the DECLARATION and Article XIV of these ARTICLES.

ARTICLE XIV
DISSOLUTION OF THE ASSOCIATION

14.1 The ASSOCIATION may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the Members of the Board of Directors which includes the Class B Permanent Member's approval; three-fourths (3/4) of the Members; and the issuance thereafter of a decree of dissolution by a Circuit Judge as provided for in Section 617.05 Florida Statutes, as amended.

14.2 Upon dissolution of this Corporation, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit Corporation, association, trust or other organization which is devoted to purposes similar to those of this Corporation.

ARTICLE XV
SUBSCRIBERS

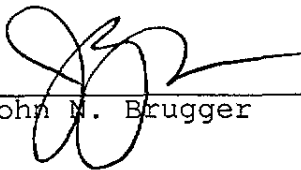
15.1 The name and address of the subscriber is as follows:

John N. Brugger
600 Fifth Avenue South, Suite 207
Naples, Florida 34102

ARTICLE XVI
DECLARATION

16.1 In the event of any conflict between the provisions of these ARTICLES and the provisions of the DECLARATION, the provision of the DECLARATION shall prevail.

IN WITNESS WHEREOF, for the purposes of forming this ASSOCIATION under the laws of the State of Florida, I, the undersigned, constituting the subscribing incorporator of this ASSOCIATION, have executed these ARTICLES OF INCORPORATION, this 3rd day of February, 2003.




John N. Brugger

STATE OF FLORIDA

COUNTY OF COLLIER

On this 3rd day of February, 2003, the foregoing ARTICLES OF INCORPORATION were acknowledged by John N. Brugger.



Notary Public

My Commission Expires:



CONSENT OF REGISTERED AGENT

Having been named to accept service of process for the ASSOCIATION, at the place designated in these ARTICLES OF INCORPORATION, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.



JOHN N. BRUGGER

EXHIBIT A

PHASE I

A TRACT OR PARCEL OF LAND LYING IN THE N.E. 1/4 OF SEC. 28, T. 44S., R. 22E., PINE ISLAND LEE COUNTY, FLORIDA. SAID TRACT OR PARCEL IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF THE N.E. 1/4 OF SEC. 28; THENCE RUN S. 88 DEGREES 52'39"W. ALONG THE SOUTH LINE OF SAID N.E. 1/4 AND THE CENTERLINE OF PINE ISLAND RD. (S.R. #78) FOR 621.59' MORE OR LESS TO THE S.E. CORNER OF THE WEST 1/2 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SEC. 28; THENCE RUN N. 00 DEGREES 03'39"W. ALONG THE EAST LINE OF SAID W. 1/2 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SEC. 28 FOR 33.006', TO A CONCRETE MONUMENT ON THE NORTH R/W LINE OF S.R. #78 AND THE P.O.B. OF THE PARCEL HEREIN DESCRIBED:

FROM SAID P.O.B. RUN S.88 DEGREES 52'39"W. ALONG SAID NORTH R/W LINE FOR 50.01'; THENCE RUN N.00 DEGREES 03'39"W. ALONG A LINE WHICH LIES 50.00' WEST OF AND PARALLEL TO SAID WEST 1/2 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SEC. 28 FOR 865.437'; THENCE RUN S.89 DEGREES 56'21"W., FOR 228.151' MORE OR LESS TO A POINT ON A LINE WHICH LIES 330.00' EAST OF THE WEST LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SEC.28; THENCE RUN N.00 DEGREES 47'15 "E. ALONG SAID PARALLEL LINE FOR 438.24' MORE OR LESS TO ITS INTERSECTION WITH THE SOUTH LINE OF THE N.E. 1/4 OF THE N.E. 1/4 OF SEC.28; THENCE RUN S.88 DEGREES 59'40"W. ALONG SAID SOUTH LINE FOR 330.00' TO AN IRON PIN IN CONCRETE BEING THE S.W. CORNER OF SAID N.E. 1/4 OF THE N.E. 1/4 THENCE RUN N.00 DEGREES 47'30"E. ALONG THE WEST LINE OF SAID N.E. 1/4 OF THE N.E. 1/4 OF SEC. FOR 670.635' MORE OR LESS TO THE S.E. CORNER OF THE N.E. 1/4 OF THE N.W. 1/4 OF THE N.E. 1/4 OF SEC. 28; THENCE RUN N.89 DEGREES 04'50"E. FOR 50.00'; THENCE RUN S.00 DEGREES 47'30"W. FOR 225.00'; THENCE RUN S.89 DEGREES 12'30"E FOR 190.00'; THENCE RUN N.74 DEGREES 30'00"E. FOR 135.00'; THENCE RUN N.51 DEGREES 59'34"E. FOR 157.166'; THENCE RUN S.23 DEGREES 25'43.02"W. FOR 66.72'; THENCE RUN S.08 DEGREES 46'33.05"E. FOR 66.72'; THENCE RUN S.71 DEGREES 13'33.96"E. FOR 68.66'; THENCE RUN S.05 DEGREES 27'29.47"W. FOR 89.41'; THENCE RUN S.26 DEGREES 46'44.4"E. FOR 70.99'; THENCE RUN S.39 DEGREES 45'19.56"W. FOR 71.3'; S.05 DEGREES 24'18.4"W. FOR 86.69'; THENCE RUN S.74 DEGREES 06'51.65"E. FOR 78.93'; THENCE RUN N.35 DEGREES 03'17.58"E. FOR 52.62'; THENCE RUN N.51 DEGREES 47'54.3"E. FOR 58.785'; THENCE RUN N.80 DEGREES 39'24.25"E. FOR 59.80'; THENCE RUN S. 15 DEGREES 13'50.52"E. FOR 52.44'; THENCE RUN S.51 DEGREES 51'21.03"E. FOR 46.975'; THENCE RUN S.77 DEGREES 57'42.71"E. FOR 87.62'; THENCE RUN S. 19 DEGREES 37'19.69"E. FOR 54.53'; THENCE RUN S.51 DEGREES 37'37.68"E. FOR 56.24' TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF THE N.E. 1/4 OF THE N.E. 1/4 OF SEC. 28; THENCE RUN S.88 DEGREES 59'40"W. ALONG SAID SOUTH LINE FOR 327.07' TO THE N.E. CORNER OF THE W 1/2 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 28; THENCE RUN S.00 DEGREES

03'39"E. ALONG THE EAST LINE OF SAID FRACTION FOR 1307.18' MORE OR LESS TO THE P.O.B.

PHASE II

A TRACT OR PARCEL OF LAND LYING IN THE N.E. 1/4 OF SEC. 28, T. 44S., R. 22E., PINE ISLAND, LEE COUNTY, FLORIDA. SAID TRACT OR PARCEL IS FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE S.E. CORNER OF THE N.E. 1/4 OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SEC. 28; THENCE RUN S.89 DEGREES 04'50"W. ALONG THE SOUTH LINE OF SAID FRACTION FOR 591.785' MORE OR LESS TO THE S.W. CORNER OF SAID FRACTION; THENCE RUN N.01 DEGREES 37'01"E. ALONG THE WEST LINE OF SAID FRACTION AND ALONG THE EAST LINE OF BLOCK "J", UNIT #3 PINE ISLAND CENTER S/D AS RECORDED IN P.B. 10, PAGE 108 THRU 110, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, FOR 341.98' MORE OR LESS TO THE S.E. CORNER OF LOT 24 OF SAID BLOCK "J", PINE ISLAND CENTER S/D; THENCE RUN N.88 DEGREES 23'00"W. ALONG THE SOUTH LINE OF SAID LOT 24 FOR 135.00' TO THE S.W. CORNER OF SAID LOT 24; THENCE RUN N.01 DEGREES 37'00"E. ALONG THE EAST R/W LINE OF COCONUT DRIVE AND ALONG THE WEST LINE OF SAID LOT 24 FOR 49.19' TO A P.C. OF A CURVE TO THE LEFT, SAID CURVE HAS ITS ELEMENTS: =13 DEGREES 34'13" R=110.00', A=26.05', CH=25.99', CH. BEARING = N.05 DEGREES 10'07"W; THENCE RUN N.ly, NW.ly ALONG SAID CURVE TO THE LEFT FOR 26.05' TO THE N.W. CORNER OF SAID LOT 24; THENCE RUN S. 88 DEGREES 23'00" E. ALONG THE NORTH LINE OF SAID LOT 24, FOR 138.07' TO THE N.E. CORNER OF SAID LOT 24; THENCE RUN N.89 DEGREES 10'00"E. PARALLEL TO THE NORTH LINE OF THE N.E. 1/4 OF SAID SEC. 28 FOR 560.00'; THENCE RUN S.13 DEGREES 48'00" E. FOR 180.00'; THENCE RUN N.72 DEGREES 21'31"E. FOR 265.483'; THENCE RUN S.40 DEGREES 36'33.2"E. FOR 15.00'; THENCE RUN S.23 DEGREES 14'50.3"E. FOR 73.31'; THENCE RUN S.27 DEGREES 43'31.46"E. FOR 63.03'; THENCE RUN S.54 DEGREES 31'15.25"E. FOR 52.31'; THENCE RUN S. 13 DEGREES 40'08.25"E. FOR 52.22'; THENCE RUN N.64 DEGREES 43'13.74"E. FOR 30.92'; THENCE RUN S.29 DEGREES 52'56.71"E. FOR 79.58'; THENCE RUN S.35 DEGREES 10'33.75"W. FOR 42.26'; THENCE RUN S.16 DEGREES 31'01.14"W. FOR 63.45'; THENCE RUN S.54 DEGREES 07'29.75"E. FOR 82.25'; THENCE RUN S.51 DEGREES 59'34"W. FOR 157.166'; THENCE RUN S.74 DEGREES 30'00"W. FOR 135.00'; THENCE RUN N.89 DEGREES 12'30"W. FOR 190.00'; THENCE RUN N.00 DEGREES 47'30"E. FOR 225.00'; THENCE RUN S.89 DEGREES 04'50"W. FOR 50.00' TO THE P.O.B.

PHASE III

A tract or parcel of land lying in the N.E. 1/4 of Section 28, T. 44 S., R. 22 E., PINE ISLAND, LEE COUNTY FLORIDA. Said Tract or Parcel is further described as follows:

Begin at the N.E. Corner of Lot 24, Block "J", Unit #3, Pine Island Center Subdivision as recorded in Plat Book 10, Pages 108 thru 110, Public Records of Lee County, Florida, thence run N.01 degrees 37'00"E. along the East line of said Block "J" and the West line of the N.E. 1/4 of the N.W. 1/4 of the N.E. 1/4 of said Sec. 28 for 229.90' to a concrete monument being the N.E. corner of Lot 22 of said Block "J" thence continue N.01 degrees 37'00" for 25.02' to the N.W. corner of the N.E. 1/4 of the N.W. 1/4 of the N.E. 1/4 of said Sec. 28; thence run N.89 degrees 10'00"E. along the North line of the N.E. 1/4 of said Sec. 28 for 788.68'; thence S. 25 degrees 13'20"W. for 34.98'; thence run S. 07 degrees 40'30.7"W. for 26.11'; thence run S. 08 degrees 39'20.41"E for 39.86'; thence run S. 37 degrees 22'06.7"W. for 41.45'; thence run S. 21 degrees 07'54"E. for 57.10'; thence run S. 22 degrees 43'19.8"W. for 33.87'; thence run S. 87 degrees 16'42"E. for 43.295'; thence run S. 29 degrees 35'13"E. for 59.28'; thence run S. 60 degrees 51'14"W. for 42.46'; thence run S. 40 degrees 36'33.2"E. for 84.06'; thence run S. 72 degrees 21'31"W. for 265.483'; thence run N. 13 degrees 48'00"W. for 180.00'; thence run S. 89 degrees 10'00"W. parallel to aforementioned North line of the N.E. 1/4 of Sec. 28 for 560.00' to the P.O.B.

A tract or parcel of land lying in the N.E. 1/4 of Sec 28, T 44S, R. 22 E., Pine Island, Lee County, Florida. Said tract or parcel is further described as follows:

Commence at the S.E. Corner of said N.E. 1/4 of Sec 28; thence run S. 88 degrees 52'39"W. along the south line of said N.E. 1/4 of Sec. 28 and along the centerline of Pine Island Rd. (S.R. #78) for 621.59' more or less to the S.E. corner of the West 1/2 of the S.E. 1/4 of the N.E. 1/4 of Sec. 28; thence continue S. 88 degrees 52'39"W. for 50.01' thence run N. 00 degrees 03'39"W. parallel to the East line of said West 1/2 of the S.E. 1/4 of the N.E. 1/4 of Sec. 28 for 33.006' to a point on the North R/W line of S.R. #78, said point is the P.O.B. of the parcel herein described; from said P.O.B. run S. 88 degrees 52'39"W. along said North R/W line for 241.072' more or less to a point which lies 330.00' East to the West line of the S.E. 1/4 of the N.E. 1/4 of said Sec. 28; thence run N. 00 degrees 47'15 "E. parallel to said West line for 870.00'; thence run N. 89 degrees 56'21" E. for 228.151' more or less to a point on a line which lies 50.00' West of and parallel to the aforementioned East line of the West 1/2 of the S.E. 1/4 of the N.E. 1/4 of Sec. 28; thence run S. 00 degrees 03'39" E along said parallel line for 865.437' to the P.O.B.

Together with an ingress, egress and utility easement of 60 feet by 1307 feet as more fully described at O.R. Book 3186, Page 2909, Public Records of Lee County, Florida.