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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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FLORIDA NON-PROFIT CORPORATION

Grande Preserve at the Dunes Community Association, Inc.

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GRANT, FRIDKIN, ET AL

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**ARTICLES OF INCORPORATION
OF GRANDE PRESERVE AT THE DUNES
COMMUNITY ASSOCIATION, INC.**

Pursuant to Section 617.02011, Florida Statutes, these Articles of Incorporation are created by Richard C. Grant, as sole incorporator, for the purposes set forth below. The street address of the incorporator to these Articles of Incorporation is: Grant, Fridkin, Pearson, Athan & Crown, P.A., Pelican Bay Corporate Centre, 5551 Ridgewood Drive, Suite 501, Naples, Florida 34108.

ARTICLE I

NAME AND ADDRESS: The name of the Corporation, herein call the "Association" is Grande Preserve at The Dunes Community Association, Inc., and its initial principal office and mailing address is c/o 5551 Ridgewood Drive, Suite 203, Naples, Florida 34108.

ARTICLE II

DEFINITIONS: Unless otherwise expressed to the contrary, the term used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration of Covenants and Easements for the Grande Preserve at The Dunes (the "Declaration") to be recorded in the Public Records of Collier County, Florida, with respect to the land described therein.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized is to establish an entity for the ownership, maintenance and operation of certain common areas and structures within the Grande Preserve at The Dunes (the "Grande Preserve") a residential community located on the real property described in Exhibit "A" to the Declaration.

The Association is organized and shall exist on a non-stock basis as a Florida corporation not for profit. No income of the Association shall be distributed or inure to the private benefit of any member, director or officer. All funds and the title to all property acquired by the Association shall be held for the benefit of the Owners and Members in accordance with the provisions of these Articles of Incorporation and the Bylaws. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a Florida corporation not for profit, except as limited or modified by the Declaration of Covenants, and these Articles or the Bylaws, including without limitation the following powers:

(A) To own, acquire and convey land, and to operate, maintain, and manage those lands owned or to be owned by the Association and such other lands which the Association is responsible to maintain.

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Grant, Fridkin, Pearson, Athan & Crown, P.A.
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(B) To operate, maintain, manage and keep in good repair, all improvements and amenities which may be placed upon lands owned by the Association, or and upon lands which the Association is responsible to maintain, which may include, without limitation, landscape buffers, common roads, streets, and parking areas, all located within the Grande Preserve at The Dunes for the use of the Association's Members.

(C) To landscape all lands owned by the Association, and to all lands which the Association is responsible to maintain, and to contribute to the artistic and architectural building and construction standards of all lands owned or maintained by the Association, and all buildings and improvements thereon.

(D) To make available to the Members of the Association services and facilities for the enjoyment of the properties herein mentioned, and to promote the social welfare, security, and common good of the Members and their respective unit owners.

(E) To assess fees against the Members of the Association for the operation and maintenance of the Association in order to enable the Association to perform its purposes as set forth in the Declaration of Covenants, herein, and in the Bylaws of the Association, and such other purposes as may be allowed by law.

(F) To borrow or raise money for any of the purposes of the Association and from time to time without limit as to amount; to draw, make, accept, endorse, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, by mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association.

(G) To make and adopt rules for the operation, regulation and maintenance of the lands it is designated to maintain or own and to enforce such regulations.

(H) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

(I) Generally to take all action necessary and appropriate to the fulfillment of the foregoing purposes and powers.

ARTICLE IV

MEMBERSHIP:

(A) The Members of this Association shall be any Florida corporation not for profit which is created for the purpose of operating a residential condominium or other development within the Grande Preserve. If any of the Members is voluntarily dissolved, that association's membership shall be transferred to another corporation, or to a trustee

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which shall have and exercise such association's rights, obligations and privileges as long as this Association exists.

(B) Whenever a vote of the Members is required, each Member shall be entitled to the number of votes as set forth in the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

(C) The share of a Member in the funds and assets of the Association cannot be assigned, withdrawn or transferred in any manner except as an appurtenance to the property the Association operates.

ARTICLE V

DIRECTORS AND OFFICERS: The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors may be, but do not have to be, officers or directors of their respective Member association. Directors shall be appointed or elected by the Members in the manner set forth in the Bylaws. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its annual organizational meeting, and shall serve at the pleasure of the Board.

ARTICLE VI

TERM: The term of the Association shall be perpetual.

ARTICLE VII

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VIII

AMENDMENTS:

(A) These Articles of Incorporation may be altered or amended at any regular or special meeting of the Members, provided that:

(1) written notice of the meeting is given in the manner provided for in the Bylaws, and the notice contains the full text of the proposed alteration or amendment; and

(2) the proposed alteration or amendment is approved by the affirmative vote of at least a majority of the voting interests.

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(B) No amendment of these Articles or of the Bylaws shall be effective to change the voting rights of any Member, or to change the proportion or percentage by which a Member shares the expenses of the Association, unless that Member consents thereto.

(C) An amendment shall become effective after filing with the Secretary of State and after being recorded in the Public Records of Collier County, Florida. For recording purposes, the amendment shall be attached to a certificate executed by the officers of the Association with the formalities of a deed. The certificate must identify the book and page of the Public Records where the Declaration of Covenants was originally recorded.

ARTICLE IX

INITIAL DIRECTORS: The initial Directors of the Association shall be:

Richard F. Corace
5551 Ridgewood Drive, Suite 203
Naples, Florida 34108

Gerald F. Griffin II
5551 Ridgewood Drive, Suite 203
Naples, Florida 34108

Keith A. Sharpe
5551 Ridgewood Drive, Suite 203
Naples, Florida 34108

ARTICLE X

INITIAL REGISTERED AGENT:

The initial registered office of the Association shall be at:

5551 Ridgewood Drive, Suite 501
Naples, Florida 34108

The initial registered agent at said address shall be:

Richard C. Grant

ARTICLE XI

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, officer and volunteer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed

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on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor,

(B) Violation of criminal law, unless the person seeking indemnification had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful,

(C) A transaction from which the person seeking indemnification derived an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety or property, in an action by or in the right of someone other than the association or a member.

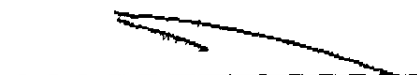
In the event of a settlement, the right to indemnification is subject to the finding by at least a majority of the disinterested Directors that the settlement is in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

WHEREFORE the Incorporator has caused these presents to be executed this 15th day of May, 2003.


Richard C. Grant, Incorporator

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the Grande Preserve at The Dunes Community Association, Inc., at a 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.


Richard C. Grant

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