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FLORIDA NON-PROFIT CORPORATION

ARIELLE ON PALMER RANCH COMMUNITY ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
FOR
ARIELLE ON PALMER RANCH COMMUNITY ASSOCIATION, INC.**

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ARTICLES OF INCORPORATION
OF
ARIELLE ON PALMER RANCH COMMUNITY ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
ARIELLE ON PALMER RANCH COMMUNITY ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a Corporation under the Florida Not-for-Profit Corporations Act.

ARTICLE I

NAME: The name of the corporation, herein called the "Community Association", is Arielle on Palmer Ranch Community Association, Inc., and its address is c/o Pulte Home Corporation, 9148 Bonita Beach Road, Suite 102, Bonita Springs, FL 34135.

ARTICLE II

DEFINITIONS: The definitions set forth in the Declaration of Covenants and the Florida Not-For-Profit Corporations Act, with particular reference to Section 720.301, F.S.(2003), shall apply to terms used in these Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Community Association is organized is to provide an entity pursuant to the Florida Not-for-Profit Corporations Act for the operation of Arielle on Palmer Ranch (the "Properties") located in Sarasota County, Florida. The Community Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Community Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Community Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Governing Documents; and it shall have all of the powers and duties reasonably necessary to operate Arielle on Palmer Ranch pursuant to the Governing Documents as they may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Community Association to defray the costs, expenses and losses of the Community Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Community Association property.
- (C) To purchase insurance for the protection of the Community Association and its members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements of the Community Association property.
- (E) To make, amend and enforce reasonable rules and regulations as set forth in the Declaration.
- (F) To approve or disapprove the transfer, leasing and occupancy of Parcels as

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provided in the Declaration.

- (G) To enforce the provisions of the laws of the State of Florida that are applicable to Arielle on Palmer Ranch, and the Governing Documents.
- (H) To contract for the management, operation and maintenance of Arielle on Palmer Ranch and the Community Association property, and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Community Association (including the Surface Water Management System Facilities), and to delegate any powers and duties of the Community Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the membership of the Community Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of Arielle on Palmer Ranch.
- (J) To borrow money as necessary to perform its other functions hereunder.
- (K) To grant, modify or move any easement.
- (L) To sue or be sued.
- (M) To acquire, own, lease and convey real and personal property.

All funds and the title to all property acquired by the Community Association shall be held for the benefit of the members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Community Association, the responsibility for the operation and maintenance of Arielle on Palmer Ranch, including the Surface Water Management System Facilities and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Community Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Community Association Common Area and dissolution of the Community Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") as long as there is a Class B membership.

ARTICLE IV

MEMBERSHIP:

- (A) The members of the Community Association shall be the record Owners of a fee simple interest in one or more Parcels. Class A Members of the Community Association are all Owners other than Developer. The Class B member is the Developer as further provided in the Bylaws. Each Neighborhood Association shall be the voting member, or Neighborhood Association Representative for all of the Class A Members within such Neighborhood Association.

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- (B) The share of a member in the funds and assets of the Community Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.
- (C) Except as otherwise provided in the Bylaws with respect to the Class B Member, the owners of each Parcel, collectively, shall be entitled to one vote in Community Association matters to be cast by the Neighborhood Association Representative. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE V

TERM: The term of the Community Association shall be perpetual.

ARTICLE VI

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

ARTICLE VII

DIRECTORS AND OFFICERS:

- (A) The affairs of the Community 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.
- (B) Directors of the Community Association shall initially be appointed by and shall serve at the pleasure of the Developer, and following transition shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Community Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Community Association, and they shall serve at the pleasure of the Board. The initial Directors are as follows:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

W. Michael Meeks
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

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Laura Ray
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

The initial Officers are as follows: Edwin D. Stackhouse- President; W. Michael Meeks- Vice President; and Laura Ray- Secretary/Treasurer.

ARTICLE VIII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least one-fourth (1/4th) of the voting interests of the Community Association.
- (B) Procedure. Upon any amendment to these Articles being proposed by said Board or members, such proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Prior to transition of control of the Board of Directors from the Developer of Arielle on Palmer Ranch, amendments shall be adopted by the Developer. Subsequent to transition of control of the Board of Directors, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests, at any annual or special meeting called for the purpose. As long as Developer owns a Parcel an amendment to the Articles of Incorporation shall not be effective without the prior written consent of Developer, which consent may be denied in Developer's discretion, provided, further, that regardless of whether Developer owns a Parcel, no amendment shall be effective if it affects the Developer's rights or alters any provision made for the Developer's benefit. Amendment of these Articles requires prior written approval of HUD/VA as long as there is a Class B membership.
- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Sarasota County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Community Association shall indemnify and hold harmless every Director and every officer of the Community Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed 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 Community Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

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- (A) Willful misconduct or a conscious disregard for the best interests of the Community Association, in a proceeding by or in the right of the Community Association to procure a judgement in its favor.
- (B) A violation of criminal law, unless the Director or officer 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 Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Community 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.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:

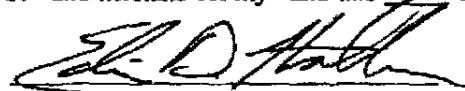
Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a Corporation to do business with the State of Florida, under the law of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 10th day of MAY, 2004.


Edwin D. Stackhouse, Incorporator

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CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

ARIELLE ON PALMER RANCH COMMUNITY ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135


Edwin D. Stackhouse, President

DATE 5.10.04

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE


Edwin D. Stackhouse

DATE

5.10.04

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