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FLORIDA NON-PROFIT CORPORATION

Sandpiper Gulf Resort Property Owners Association

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ARTICLES OF INCORPORATION
FOR
SANDPIPER GULF RESORT
PROPERTY OWNERS ASSOCIATION, INC.
(A Corporation Not-For-Profit)

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and to that end, by these Articles, set forth:

ARTICLE I
Name and Principal Office

The name of the corporation shall be **SANDPIPER GULF RESORT PROPERTY OWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Master Association." The initial principal office of the Master Association shall be located at 4001 Tamiami Trail North, Suite 350, Naples, Florida 34103.

ARTICLE II
Purposes

The Master Association is organized to establish a master association of the condominium associations in SANDPIPER GULF RESORT, and to administer and enforce the Declaration of Restrictive Covenants and Easements for SANDPIPER GULF RESORT (hereinafter the "Master Declaration") to be recorded in the Public Records of Lee County, Florida. The Master Association shall have the following specific purposes:

2.1 To provide for management, operation, and maintenance of properties, areas, improvements, amenities and facilities as may be placed under the jurisdiction of the Master Association by means of the Master Declaration. All terms used herein which are defined in the Master Declaration shall have the same meaning herein.

2.2 To regulate the use of areas and structures as may be placed under the jurisdiction of the Master Association by means of the Master Declaration, including real property in which condominium Unit owners in SANDPIPER GULF RESORT will have use rights.

2.3 To promote the health, safety and welfare of the residents of SANDPIPER GULF RESORT.

2.4 To enforce the provisions of the Master Declaration which the Master Association has the responsibility to enforce.

ARTICLE III
Powers and Duties

The Master Association shall have and exercise all rights and powers conferred upon corporations under the laws of the State of Florida consistent with these Articles and the Master Declaration. The Master Association shall also have all of the powers and authority reasonably

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necessary or appropriate to implement its purposes and to carry out duties imposed upon it by the Master Declaration, including, but not limited to, the following:

3.1 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Master Association as defined in the Master Declaration.

3.2 To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments and assessment liens pursuant to the terms of the Master Declaration and to pay all expenses in connection therewith.

3.3 To acquire (by any lawful means), to own, hold, improve, construct upon, operate, maintain, replace, and to repair, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Master Association, including but not limited to, the Water Management System, and to contract improvements and to repair, remodel and demolish the same, on any property that is owned or leased by the Master Association.

3.4 To pay all office, administration, and other expenses incident to the conduct of the business of the Master Association, including all insurance premiums, salaries, rents, licenses, taxes or governmental charges levied or imposed against the property of the Master Association.

3.5 To borrow money, mortgage, pledge or hypothecate any or all of its real or personal property, including any lien rights it may have, as security for money borrowed or debts incurred.

3.6 To participate in mergers and consolidations with other non-profit associations organized for the same or similar purposes or to annex additional property and common areas.

3.7 To make, amend, or rescind rules, regulations and By-Laws for the Master Association and to provide and enforce penalties for the violation of any such rules, regulations and By-Laws.

3.8 To contract directly or indirectly through a management agent for the maintenance of such facilities and common areas as may be placed under the jurisdiction of this Master Association either by the Master Declaration or by resolution adopted by the Master Association's Board of Directors.

3.9 To employ such legal counsel, accountants, property managers, contractors and other agents or employees as may be deemed necessary for the protection and furtherance of the interest of the Master Association and of its members and to carry out the purposes of the Master Association.

ARTICLE IV
Prohibition Against Issuance of
Stock and Distribution of Income

The Master Association shall never have nor issue any shares of stock, nor shall the Master Association distribute any part of its income, if any, to its members, directors or officers. All monies and title to all properties acquired by the Master Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provision of

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these Articles and the By-Laws of the Master Association. Nothing herein, however, shall be construed to prohibit the Master Association from conferring benefits upon its members in accordance with its purposes, or from making any payments or distributions to members of monies or properties permitted by Chapter 617, Florida Statutes, or a statute of similar import. The Master Association may, however, reimburse its directors, officers and members for expenses authorized and approved by the Board of Directors and incurred for and on behalf of the Master Association and may pay compensation in a reasonable amount to its directors, officers and members for actual services rendered to the Master Association as authorized and approved by the Board of Directors.

ARTICLE V Membership

The members of the Master Association shall be Sandpiper Gulf Resort, LLC, a Florida limited liability company ("Declarant"), or the person or entity who is assigned the rights of Tolbert Gulfside Development Company, as Declarant under the Master Declaration, and each Condominium Association created within SANDPIPER GULF RESORT as defined in the Master Declaration. Owners of Units in SANDPIPER GULF RESORT shall be entitled to the benefits of membership in the Master Association by virtue of their membership and beneficial interests in the Condominium Associations which are members of the Master Association; however, such Owners of Units in SANDPIPER GULF RESORT shall not attend meetings or have voting authority in the Master Association except through their respective Condominium Association, and as set forth in the Master Declaration and By-Laws. No other persons or entities shall be entitled to membership. Membership rights and duties shall be subject to and controlled by the Master Declaration, which is in the form of a covenant running with the land.

ARTICLE VI Voting Rights

6.1 The Master Association shall have three (3) classes of voting memberships:

A. Class A. Class A Members shall be all of those Condominium Associations created within SANDPIPER GULF RESORT as described in the Master Declaration. Each Class A Member shall have one (1) vote for each Unit represented by such Class A Member.

B. Class B. There shall be one (1) Class B Member, the Declarant, or its assigns. The Class B Member shall have two (2) votes for each Unit subject to the Master Declaration, plus one (1) vote.

C. Class C. There shall be one (1) Class C Member, which is the owner of the Lobby Unit of Sandpiper Gulf Resort III, a Condominium. The Class C Member shall have thirty-three (33) Votes in the Master Association.

6.2 The Class B membership shall cease and terminate upon the occurrence of the first to occur of the following events:

A. Ninety (90) days after the Declarant has conveyed title to all Units which it intends to develop in SANDPIPER GULF RESORT; or

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B. At any time that the Declarant, in its sole discretion, voluntarily terminates its Class B membership; or

C. Upon Turnover and transfer of Master Association control by Declarant pursuant to the Master Declaration.

ARTICLE VII
Board of Directors

7.1 The affairs of the Master Association will be managed by a Board of Directors. The Board of Directors shall be comprised of the President of each Condominium Association which is a Class A Member of the Master Association, plus one (1) Director designated by the Class B Member of the Association. In no case shall the number of Directors be less than three (3) prior to transfer of Master Association control pursuant to Article VI and termination of Class B membership. The initial Directors of the Master Association shall be appointed by the Declarant, and the Declarant shall continue to appoint either all of the Directors, or if the Master Association is subject to the provisions of Florida Statute 718.301, a majority of the Directors, consistent with Florida Statute 718.301, until transfer of Master Association control to the Members, other than Declarant. After transfer of Master Association control, the President or his designee of each Member shall serve on the Board of Directors. Except for the Directors elected by the Declarant, all Directors of the Master Association must be Unit Owners and Members of the Condominium Association which elected such Director.

7.2 Any vacancies in the Board of Directors shall:

A. Be appointed by the Declarant if the vacating director was appointed by the Declarant; or

B. Be elected by the President of the Condominium Association for which such vacating director was serving.

7.3 Notwithstanding any of the foregoing, the Declarant shall be entitled at any time to waive in writing its rights hereunder, and to transfer control of the Master Association to the Class A Members prior to the time required by law.

7.4 The initial Board of Directors shall consist of three (3) Directors appointed by Declarant. The names and addresses of the initial Directors are:

A. Chad Lund
Sandpiper Gulf Resort
5550 Estero Boulevard
Ft. Myers Beach, FL 33931

B. Michael Sims
Sandpiper Gulf Resort
5550 Estero Boulevard
Ft. Myers Beach, FL 33931

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- C. Jerry Koenke
Sandpiper Gulf Resort
5550 Estero Boulevard
Ft. Myers Beach, FL 33931

7.5 Unless contrary provisions are made by law, each director's term of office shall be for one (1) year, provided that all Directors shall continue in office until their successors are duly elected or appointed, and installed. Directors may serve successive annual terms without limitation.

7.6 Directors entitled to cast a majority of the voting interest of the entire membership shall constitute a quorum at meetings of the Board. 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 Board. Each Director shall be entitled to vote on every matter presented to the Board of Directors on behalf of the Member represented by such Director, such votes to be cast in accordance with Article VI herein.

ARTICLE VIII
Officers

The Board of Directors may elect officers from among its members. The officers of the Master Association shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as may be decided upon and elected by the Board of Directors. The same person may hold two or more offices. The term of each office shall be one (1) year or until their successors are elected or appointed as provided in the By-Laws. The initial officers of the Master Association who are to serve until their successors are elected or appointed as provided in the By-Laws are as follows:

1. President:

Chad Lund
Sandpiper Gulf Resort
5550 Estero Boulevard
Ft. Myers Beach, FL 33931
2. Vice-President:

Michael Sims
Sandpiper Gulf Resort
5550 Estero Boulevard
Ft. Myers Beach, FL 33931
3. Secretary/Treasurer:

Jerry Koenke
Sandpiper Gulf Resort
5550 Estero Boulevard
Ft. Myers Beach, FL 33931

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ARTICLE IX
Indemnification

Every Director and every officer of the Master Association shall be indemnified by the Master Association to the fullest extent permitted by Florida law against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement or any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Master Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE X
By-Laws

The original By-Laws of the Master Association shall be adopted by a majority vote of the Directors. Thereafter, the By-Laws may be altered, amended or rescinded by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by Members of the Master Association.

ARTICLE XI
Amendment

These Articles of Incorporation may be amended from time to time, in the following manner:

11.1 An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors acting upon a vote of the majority of the Directors, or by the Members of the Master Association representing the owners of a majority of the Units in the Condominium Associations, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Master Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members of the Master Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment; provided, that proposed amendments to the Articles may be considered and voted upon at annual meetings of the Members if such amendments are listed as specific items on the agenda for such annual meeting.

11.2 In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members holding three-fourths (3/4) of the votes in the Master Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Master Association, and a copy thereof shall be recorded in the Public Records of Lee County, Florida within thirty (30) days from the date on which any Amendment or amendments have been affirmatively approved by the Members.

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11.3 Any proposal to amend the classes of membership shall require:

A. The consent of the Class B Member; and

B. The affirmative vote of at least three-fourths (3/4) of the membership votes of all other Members.

11.4 No amendment shall alter or abrogate the rights of Declarant or the owner of any Lobby Unit, as set forth in the Master Declaration, these Articles, or the By-Laws without the prior written consent of Declarant and/or the Lobby Unit Owner(s).

ARTICLE XII
Term of Existence

The Master Association shall have perpetual existence.

ARTICLE XIII
Dissolution

The Master Association may be dissolved if not less than two-thirds (2/3) of the Members of the Board of Directors adopt a resolution to that effect, and such resolution is approved by a vote of at least three fourths (3/4) of the membership votes of the Master Association.

ARTICLE XIV
DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Master Association all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

14.1 Real property contributed to the Master Association without the receipt of other than nominal consideration by Declarant shall be returned in fee simple and without encumbrances to Declarant or its successor, whether or not it is a Member at the time of such dissolution, unless it refuses to accept the conveyance in whole or in part.

14.2 Property determined by the Board of Directors to be appropriate for dedication to an applicable governmental agency or utility shall be dedicated to such agency or utility. In the event that such dedication is refused acceptance, such property shall be granted, conveyed and assigned to a nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Master Association.

14.3 If not conveyed or dedicated to a governmental agency or utility, the Water Management System shall be conveyed or dedicated to a similar not-for-profit organization so as to assure continued maintenance thereof.

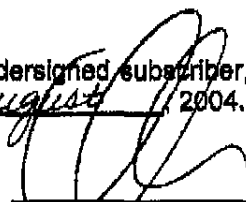
14.4 Any remaining assets shall be distributed among the Class A Members as tenants in common, each Member's share of the assets to be determined as may be provided in the Bylaws, or in the absence of such provision, in accordance with its voting rights.

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ARTICLE XV
Registered Agent and Registered Office

The initial registered agent for this Master Association shall be **SALVATORI & WOOD, P.L.**, and the registered office shall be located at 4001 Tamiami Trail North, Suite 330, Naples, Florida 34103. The Board of Directors shall have the right to designate subsequent resident agents without amending these Articles.

IN WITNESS WHEREOF, I, the undersigned subscriber, has executed these Articles of Incorporation, this 3rd day of August, 2004.



LEO J. SALVATORI
Salvatori & Wood, P.L.
4001 Tamiami Trail North, Suite 330
Naples, Florida 34103

STATE OF FLORIDA
COUNTY OF COLLIER

Before me personally appeared **LEO J. SALVATORI**, subscriber, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 3rd day of August, 2004.

Nancy C. Jarvi

Notary Public, State of Florida
Nancy C. Jarvi

PRINTED, TYPED OR STAMPED NAME OF NOTARY
My Commission Expires:



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**CERTIFICATE DESIGNATING REGISTERED AGENT
AND REGISTERED OFFICE**

In compliance with Florida Statutes Sections 48.091, 617.023, and 607.034, the following is submitted:

SANDPIPER GULF RESORT PROPERTY OWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, has designated 4001 Tamiami Trail North, Suite 330, Naples, Florida 34103, as its initial Registered Office, and has named **SALVATORI & WOOD, P.L.**, located at said address, as its Initial Registered Agent.

ACCEPTANCE OF REGISTERED AGENT

Having been named Registered Agent for the above stated corporation, at the designated Registered Office, the undersigned hereby accepts said appointment, is familiar with and accepts the obligations thereof, and agrees to comply with the provisions of Florida Statutes Section 48.091 relative to keeping open said office.


SALVATORI & WOOD, P.L., a Florida
professional limited liability company

By: _____
Leo J. Salvatori, as Manager

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