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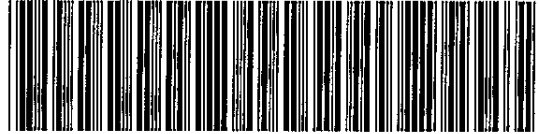
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CAPITAL CONNECTION, INC.

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*Caloosa Lakes Master
Association, Inc.*

Signature _____

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☒ Art of Inc. File _____

_____ LTD Partnership File _____

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_____ L.C. File _____

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_____ Annual Report / Reinstatement _____

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_____ Corp Record Search _____

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_____ UCC 1 or 3 File _____

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_____ UCC 11 Retrieval _____

_____ Courier _____

ARTICLES OF INCORPORATION
OF
CALOOSA LAKES MASTER ASSOCIATION, INC.
(A Corporation Not-for-Profit Under the Laws of the State of Florida)

Pursuant to the provisions of Chapter 617, Florida Statutes, the undersigned corporation adopts the following:

The name of the corporation is
CALOOSA LAKES MASTER ASSOCIATION, INC.

In order to form a corporation not-for-profit under and in accordance with the provisions of the laws of the State of Florida, the undersigned does hereby associate themselves into a corporation not-for-profit, and to that end by these Articles of Incorporation state:

1.0 DEFINITIONS.

1.1 Words and phrases, when used in these Articles, shall have the same meaning as defined in the Master Declaration of Covenants, Conditions and Restrictions for Caloosa Lakes.

2.0 NAME.

2.1 The name of this corporation shall be:

CALOOSA LAKES MASTER ASSOCIATION, INC.
(hereinafter referred to as the "Master Association")

3.0 PURPOSE.

3.1 The purposes and object of the Master Association shall be as follows:

3.1.1 To own and hold title to certain real and personal property for the use and benefit of its Members.

3.1.2 To maintain, repair, reconstruct and operate all of the real property and improvements located thereon, recreation facilities, roadways, streets and rights of way, and other property, both real and personal, owned or controlled by the Master Association.

3.1.3 To preserve and maintain the value, character and conditions of all of the property of the Master Association both real and personal and all improvements thereto.

3.1.4 To enforce the provisions of the Land Use Documents and member Neighborhood Association documents.

3.1.5 To provide such services to the Members of the Master Association as the Board of Directors of the Master Association shall deem appropriate.

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CALOOSA LAKES MASTER ASSOCIATION, INC.
CALOOSA LAKES MASTER ASSOCIATION, INC.

3.1.6 To preserve and maintain any Conservation Preserve in accordance with the South Florida Water Management District, Surface Water Management, or Wetland Resource Permit.

3.1.7 To undertake the performance of all acts and duties incident to the fulfillment of all of the purposes and objects of the Master Association, as well as those which may be directed by the terms, provisions, conditions and authorization of the documents affecting the Master Association, its members or its property, both real and personal.

4.0 POWERS.

4.1 The Master Association shall have the following powers:

4.1.1 The Master Association shall own, administer, manage and operate the Master Association property and maintain, repair and replace the Master Association property and the improvements and personal property located thereon pursuant to the provisions of the Master Association Documents.

4.1.2 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Master Association as set forth in the Land Use Documents.

4.1.3 Except as otherwise provided herein or in the Land Use Documents, to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicated for public use, or otherwise dispose of real or personal property in connection with the affairs of the Master Association.

4.1.4 Except as otherwise provided herein or in the Master Association documents to borrow money, and with the assent of Members holding seventy-five percent (75%) of the total Membership votes, mortgage, pledge, or hypothecated any or all of its real or personal property as security for money borrowed or debts incurred.

4.1.5 Except as otherwise provided herein or in the Master Association documents to dedicate, sell or transfer all or any part of the lands owned by the Master Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

4.1.6 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional lands.

4.1.7 To make and establish reasonable rules and regulations and amendments thereto governing the use of Master Association property, both real and personal.

4.1.8 To have and to exercise any and all powers, rights and privileges that a corporation organized under the Non-Profit Corporation Laws of the State of Florida, by law, may now or hereafter have or exercise.

4.1.9 To fix, levy against and collect assessments from the Owners and Members of the Master Association to defray the common expenses of the Master Association as may be provided in the Land Use Documents, and for the maintenance, repair, replacement, management and operation of the property of the Master Association, including the right to fix, levy and collect assessments for the purpose of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal.

4.1.10 To levy and collect assessments from Owners and Members of the Master Association for the purpose of purchasing and maintaining insurance on the Master Association property, insurance for the protection of the Master Association, its officers, and directors and members, comprehensive general public liability and property damage insurance.

4.1.11 To maintain, repair, replace, operate and manage the property of the Master Association, including the right to reconstruct improvements after casualty and to make further improvement to the Master Association's property and to grant easements, and rights of way to third parties.

4.1.12 To contract for the maintenance, repair, replacement, operation and management of the Master Association's property and to delegate to such contractor all of the powers and duties of the Master Association except those which may be required by the Master Association documents to have approval of the Board of Directors or membership of the Master Association.

4.1.13 To enforce the provisions of the Land Use Documents as well as any rules and regulations adopted pursuant thereto, as the same may be hereafter established or amended.

4.1.14 To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Master Association acquires leaseholds, memberships and other possessory or use interest in lands or facilities, including recreational and communal facilities, whether or not contiguous to lands comprising Caloosa Lakes to provide enjoyment, recreation, or other use or benefit to the members of the Master Association, all as may be deemed by the Board of Directors to be in the best interest of the Master Association.

4.1.15 To grant access to the Lots or Tracts, over the Master Association's property, to such persons, firms, corporations or government bodies as the Board of Directors shall deem appropriate.

4.1.16 To employ personnel, retain independent contractors and professional personnel and enter into any supply, service, management or other agreements or contracts consistent with the purposes of the Master Association.

4.1.17 The Master Association shall have the irrevocable right of access to each Lot or Tract during reasonable hours, when necessary, for the maintenance, repair, or replacement of Master Association Property, or maintenance of the Lot or Tract, or for

making emergency repairs necessary to prevent damage to the Master Association Property, or to any Lot or Tract.

4.1.18 To pay taxes and other charges, on or against property owned or accepted by the Master Association.

4.1.19 To charge recipients for services rendered by the Master Association and for use of Master Association Property where such is deemed appropriate by the Board of Directors of the Master Association and is permitted by law.

4.1.20 To interpret all terms and conditions of the Master Association Documents and Land Use Documents and all matters which are discretionary to the Master Association.

5.0 MEMBERSHIP.

5.1 The Declarant and every Owner shall be a Member of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of a parcel, Lot or Tract in Caloosa Lakes. Members' rights, powers, duties and privileges shall be as set forth in the Master Association documents. The Master Association shall have two (2) classes of membership, as follows:

5.1.1 Class "A" members shall be all Owners of Lots, Tracts or other property within Caloosa Lakes, other than Class "B" members.

5.1.2 The Class "B" member shall be the Declarant. Unless the Declarant earlier terminates this membership, the Class "B" membership shall terminate upon turnover of control of the Master Association to members other than the Declarant, at which time the Class "B" membership shall be converted to Class "A" membership.

6.0 VOTING RIGHTS.

6.1 On all matters on which the membership shall be entitled to vote, voting shall be as follows:

6.1.1 Except for the rights of Owners of Tracts set forth below, Class "A" members shall be entitled to one (1) vote for each Lot which they own, regardless of whether the Lot is a platted single-family lot, villa or condominium unit. There shall only be one (1) vote for each Lot owned by an Owner.

6.1.2 Class "B" members shall be the Declarant. Prior to turnover of control of the Master Association to Members other than the Declarant, the Declarant shall have the right to appoint all members of the Board of Directors. The Class "B" member shall have two (2) times the number of total votes held collectively by all Class "A" members, plus one (1) vote.

6.2 Prior to the subdivision of a Residential Tract or Commercial Tract into separate Lots by plat, declaration of condominium or other means, the Declarant may, in its sole

discretion, assign the number of votes, if any, to each Residential Tract or Commercial Tract. Any dispute as to the number of votes assigned to a Residential Tract or Commercial Tract shall be decided by the Declarant, whose decision shall be final. The number of votes that Declarant shall attribute to a Residential Tract shall be the number of residential dwelling units that may be built on such Residential Tract. Declarant shall incur no liability and shall be held harmless by the Master Association and Owners. At such time as a Residential Tract, or a portion thereof, is subdivided into Lots by the recording of a subdivision plat, declaration of condominium or other means, the number of votes attributed to the Residential Tract shall be adjusted to reflect the actual number of Lots or Units contained in the Residential Tract.

6.3 No Member shall have the power to vote at Master Association meetings other than as described herein. The Class "A" Members shall be entitled to one (1) vote per each Lot owned by them except any Residential Tract or Commercial Tract. The total Class "A" votes shall not exceed the total number of Lots except Residential or Commercial Tracts. The vote of a Lot shall not be divisible. The right to vote may not be denied because of delinquent assessments. If a Lot is owned by one (1) natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two (2) or more natural persons, that Lot's vote may be cast by any owner present at the meeting at which the vote is taken. If two (2) or more owners of a Lot are present and cannot agree among themselves as to how their vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's primary occupant, as designated by the Lot Owners.

7.0 EXISTENCE AND DURATION.

7.1 Existence of the Master Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, for the State of Florida. The Master Association shall have perpetual existence.

8.0 INITIAL PRINCIPAL OFFICE.

8.1 The initial principal office of the Master Association shall be located at 9220 Bonita Beach Road, Suite 215, Bonita Springs, FL 34135. The Master Association may maintain offices and transact business in such other places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

9.0 DIRECTORS.

9.1 The affairs of the Master Association shall be administered by the Officers of the Master Association under the direction of the Board of Directors. The Board of Directors, at the time of the annual meeting and after their election by the members, shall convene and thereupon elect such Officers as the Board of Directors may deem appropriate. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent or such other managerial and supervisory personnel or entities to administer or assist in the maintenance, management and operation of the Master Association property and the affairs of the Master Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Master Association or a Director or Officer of the Master Association, as the case may be.

9.2 The number of members of the Board of Directors of the Master Association shall be three (3). The number of members of a succeeding Board shall be as provided from time to time by the By-Laws of the Master Association. The members of the Board of Directors shall be appointed by the Members of the Master Association as provided by the By-Laws of the Master Association. The members of the Board of Directors need not be Members of the Master Association.

9.3 The names and post office addresses of the Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of Florida, shall hold office until their successors are elected and have qualified, are as follows:

<u>Name</u>	<u>Address</u>
Kenneth P. Saundry, Sr.	9220 Bonita Beach Road, Suite 215 Bonita Springs, Florida 34135
Kenneth P. Saundry, Jr.	9220 Bonita Beach Road, Suite 215 Bonita Springs, Florida 34135
Karen Rosborough	9220 Bonita Beach Road, Suite 215 Bonita Springs, Florida 34135

9.4 The Officers of the Master Association, who shall serve until their successors are elected and have qualified, shall be the following:

PRESIDENT	Kenneth P. Saundry, Jr.
VICE PRESIDENT	Kenneth P. Saundry, Sr.
SECRETARY/TREASURER	Karen Rosborough

10.0 TAX ELECTION.

10.1 The Master Association through its Board of Directors and Officers shall file the necessary annual election to become a "Homeowners Association" as defined in the Internal Revenue Code or similar provisions of corresponding law subsequently enacted. The Master Association shall be operated at all times in such a manner as to maintain its eligibility for tax-exempt status.

11.0 BY-LAWS.

11.1 The original By-Laws of the Master Association shall be adopted by a majority vote of the Board of Directors of the Master Association present at a meeting of the Board of Directors at which a quorum is present and, thereafter, such By-Laws may be altered, amended, or rescinded only as provided in the By-Laws.

12.0 INDEMNIFICATION.

12.1 Indemnity. The Master Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Master Association) by reason of the fact that such person is or was a director, officer, employee, or agent of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fee), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the Master Association, and with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful; except, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misfeasance in the performance of his or her duties to the Master Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the Master Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

12.2 Expenses. To the extent that a director, officer, employee, or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to above, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or herein connection therewith.

12.3 Approval. Any indemnification under this Section hereof (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in this section. Such determination shall be made, (a) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the votes of the Master Association.

12.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Master Association as authorized in this Article.

12.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any Bylaw, agreement, vote of the members of the Master Association, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a director, officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

12.6 Insurance. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Master Association, or is or was serving at the request of the Master Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against or arising out of his or her status as such, whether or not the Master Association would have the power to indemnify such person against such liability under the provisions of this Article.

13.0 AMENDMENTS.

13.1 Except as otherwise provided by Florida law, these Articles of Incorporation may be amended by a vote of a majority of the voting interests at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the Members of the Master Association, and that the notice contains a copy of the proposed amendment. The amendment shall become effective upon filing with the Secretary of State and recording of a copy of the amendment in the Public Records of Lee County, Florida. Also, until the Declarant turns over control of the Master Association to Members other than the Declarant, the Declarant may unilaterally change, modify or amend any provision of these Articles of Incorporation, in whole or in part, by executing a written instrument making such change and having the same duly recorded in the public records of Lee County, Florida.

14.0 MASTER ASSOCIATION ASSETS.

14.1 In the event of a permanent dissolution of the Master Association, the Members may establish a successor nonprofit organization for the purpose of holding title to the Master Association assets and carrying out the duties and responsibilities of the Master Association hereunder. In the event no such organization is formed, then the assets shall be dedicated to Lee County, Florida, or other appropriate governmental entity or non-profit corporation with similar purposes. However, in no event shall Lee County, Florida (or any other governmental entity as may be applicable) be obligated to accept any dedication offered to it by the Master Association or the Members pursuant to this Section.

14.2 In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the surface water or storm water management system, including the Conservation Preserves, must be transferred and conveyed to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation. If a local government entity declines to accept the conveyance of the

Surface Water and Storm Water Management System, the Master Association shall dedicate such systems to a similar not-for-profit corporation.

15.0 TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

15.1 No contract or transaction between the Master Association and one or more of its directors or officers, or between the Master 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 committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No director or officer of the Master Association shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

15.2 The Master Association shall be free to contract with any Member, its directors and officer, and any other corporation in which any of them are interested.

15.3 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 such a contract or transaction.

16.0 INCORPORATOR AND INITIAL NAME OF REGISTERED AGENT.

16.1 The street address of the initial registered office of the Master Association is 5551 Ridgewood Drive, Suite 101, Naples, Florida, 34108 and the initial registered agent of the Master Association at that address is C. Perry Peebles, Esquire. The registered agent shall maintain copies of all further SFWMD permitting actions for the Association.

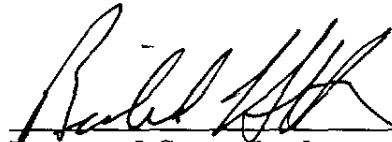
16.2 The name and address of the Incorporator is Richard J. Swift, Jr., Esquire, 5551 Ridgewood Drive, Suite 101, Naples, Florida, 34108.

17.0 DUTIES AND POWERS RELATED TO SURFACE WATER AND STORM WATER MANAGEMENT SYSTEMS FOR THE PROPERTY.

17.1 The Master Association shall operate, maintain and manage the surface water or storm water management system(s), including any Conservation Preserve, in a manner consistent with the South Florida Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Individual Lot Owners will be required to maintain any portions of the systems located on individual Lots.

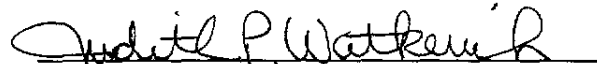
17.2 The Master Association shall levy and collect adequate assessments against Members of the Master Association for the costs of maintenance and operation of the surface water or storm water management system, including any Conservation Preserve, in accordance with the permit requirements and applicable district rules.

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 5th day of January, 2005.

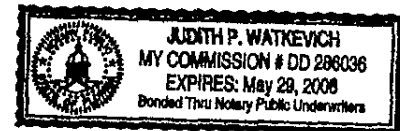

RICHARD J. SWIFT, JR., Incorporator

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument has been acknowledged before me this 12th of January, 2005, by Richard J. Swift, Jr., as Incorporator of Caloosa Lakes Master Association, Inc., who acknowledges that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, and who is personally known to me.


Notary Public
Printed Name: _____
My Commission Expires: _____

(Seal)

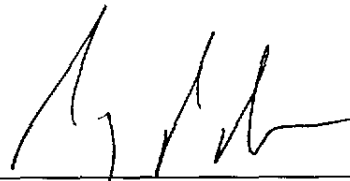


ACCEPTANCE OF REGISTERED AGENT

FOR

CALOOSA LAKES MASTER ASSOCIATION, INC.

I, C. Perry Peeples, having been named in the within as Registered Agent of Caloosa Lakes Master Association, Inc. (the "Corporation") at the registered address of 9220 Bonita Beach road, Suite 215, Bonita Springs, Florida, 34135, do hereby agree as Registered Agent to accept service of process, to keep an office of the Corporation open during the prescribed hours, and to post my name, and that of any officer of the Corporation authorized to accept service of process at the above Florida designated address, in some conspicuous place in the office of the Corporation as required by law.



C. Perry Peeples
REGISTERED AGENT