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Paradise Pointe III Condominium Association, Inc,

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ARTICLES OF INCORPORATION

OF

PARADISE POINTE III, CONDOMINIUM ASSOCIATION, INC.

(A corporation not for Profit)

The subscriber named herein, hereby adopts the following Articles of Incorporation:

ARTICLE I - NAME AND ADDRESS OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be PARADISE POINTE III CONDOMINIUM ASSOCIATION, INC. Its address shall be 4235 SE 20th Place, Cape Coral, Florida 33904. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for PARADISE POINTE III, A CONDOMINIUM (the "Condominium"), located in the City of Cape Coral, Lee County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act now or hereafter in effect, these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Condominium pursuant to the Declaration of Condominium for the Condominium, as it may be amended from time to time (the "Declaration of Condominium"), including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of repair of the Condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium, and (3) to pay all other common expenses as described in the Declaration of Condominium. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors of the Association (the "Board of Directors").

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate all Condominium property.

(d) To purchase insurance upon Condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To improve the Condominium property further and, after casualty, to reconstruct improvements.

(f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of Condominium units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.

(g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Condominium.

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(h) To contract for the maintenance, repair, replacement and operation of any and all of the Condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association.

(i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(k) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.

(l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(m) To select depositories for the Association funds.

(n) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(o) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(p) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(q) To enact and enforce rules and regulations concerning the use and enjoyment of the Condominium units, the common elements of the Condominium and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular Condominium unit owners).

Section 3. Any officer or director of the Association individually or any firm or corporation of which any officer or director of the Association shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

ARTICLE III - QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION

Section 1. The subscriber constitutes the sole member of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of such a Declaration of Condominium, PARKSIDE DEVELOPMENT OF LEE COUNTY, L.L.C., a Florida limited liability company (the "Developer"), shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member.

Section 2. Ownership of a Condominium unit shall be a prerequisite to exercising any rights as a member of the Association. A Condominium unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any Condominium unit owner shall terminate upon the termination of the Condominium, or upon transfer of his ownership in the Condominium unit, provided the transfer is accomplished in accordance with all provisions of the

Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the Condominium unit, subject, except as may otherwise be provided in the Declaration of Condominium, to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a Condominium unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V - OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time. The same person may hold two offices.

Section 2. The names of the officers who are to serve until the first election are:

Name	Office	Address
Andreas Reckendorf	President	331 Cape Coral Parkway West Cape Coral, Florida 33914
Robert A. Snow	Vice President	331 Cape Coral Parkway West Cape Coral, Florida 33914
Claudia Reckendorf	Secretary	331 Cape Coral Parkway West Cape Coral, Florida 33914
Andreas Reckendorf	Treasurer	331 Cape Coral Parkway West Cape Coral, Florida 33914

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

ARTICLE VI - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons.

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

Name	Address
Robert A. Snow	331 Cape Coral Parkway West Cape Coral, Florida 33914
Andreas Reckendorf	331 Cape Coral Parkway West Cape Coral, Florida 33914
Claudia Reckendorf	331 Cape Coral Parkway West Cape Coral, Florida 33914

Section 3. At the expiration of the term of each initial director his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

Section 4. Directors may be removed with or without cause, by a majority vote of the membership of the Association at any annual meeting or any special meeting duly called therefor.

Section 5. In the event of a vacancy on the Board of Directors by reason of death, resignation, or otherwise, a majority of the Board of Directors is authorized to fill the vacancy until the next annual meeting. If, after a written request of any member of the Association that the vacancy be filled, the Board of Directors fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting. Notwithstanding the foregoing, if the vacancy occurs in the position of a director appointed or elected by the Developer (as defined in Article III) and the Developer retains the right to appoint or elect such director, then the Developer shall fill the vacancy as it sees fit. Furthermore, if a vacancy occurs in the position of a director elected by the members of the Association other than the Developer, then his replacement shall be appointed by those members of the Board of Directors not appointed or elected by the Developer, and if there be none, by the members at a special meeting of the members of the Association called at least in part for the purpose. Directors of the Association elected or appointed to fill vacancies shall hold office for the unexpired term of the director being replaced or until removed as provided in this Article VI.

Section 6. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Association member statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Condominium unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the secretary of the Association and filed among the official records of the Association. Upon notice to the Association members, the Board of Directors shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of meetings of the Board of Directors shall be posted. Notice of any meeting in which regular assessments against Condominium unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meeting of the Board of Administration means any gathering of a quorum of the members of the Board of Directors or other representative body responsible for administration of the Association, for the purpose of conducting Condominium business.

ARTICLE VII - INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and directors of the Association against any liability asserted against them or incurred by them in their capacity as officers or directors of the Association or arising out of their status as such.

ARTICLE VIII - RIGHTS OF DEVELOPER/TRANSFER OF ASSOCIATION CONTROL

Section 1. The Developer of the Condominium shall have full right and authority, but shall not be obligated, to manage the affairs of the Association and Condominium and shall have the exclusive right to remove and elect the directors of the Association (who need not be members) except as follows:

(a) When Unit Owners other than the Developer own 15 percent or more of the Units that will be operated ultimately by the Association, the Unit Owners, other than the Developer shall be entitled to elect no less than one-third of the Members of the Board of Directors.

(b) Unit Owners other than the Developer are entitled to elect not less than a majority of the Members of the Board of Directors on the earliest to occur of the following:

1. Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

2. Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

3. When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

4. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

5. Seven years after recordation of the Declaration of Condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the Declaration for the first condominium it operates; or in the case of an association operating a phase condominium created pursuant to 718.403, Florida Statutes, 7 years after recordation of the Declaration creating the initial phase.

(c) The Developer is entitled to elect at least one Member of the Board of Directors so long as the Developer holds for sale in the ordinary course of business at least 5 percent of the Units to be operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority Members of the Board of Directors.

ARTICLE IX - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may only be amended, altered, modified, or rescinded by the action or approval of the members Of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer, or its successors or assigns, without the written consent of the Developer. Amendment of the Bylaws shall also be subject to the written consent of mortgagees of the Condominium property or Condominium units in accordance with the provisions of the Declaration of Condominium. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE X - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. Such resolution shall then be presented to the membership of the Association. A majority vote of the voting interests cast at a duly called meeting of the members of the Association shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership in the Association without approval in writing of all members of the Association. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Condominium property and any Condominium unit and upon property held by the Association in accordance with the provisions of the Declaration of Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

ARTICLE XI - VOTING

Section 1. Each Condominium unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a Condominium unit, the vote to Which that unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Condominium; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with the Developer or its successors or assigns. If proxies are used at all for such purposes, only limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2, Florida Statutes; for votes taken to waive financial statement requirements as provided by Section 718.111(14), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association pursuant to Section 718.112, Florida Statutes; and for any other matter for which the Condominium Act requires or permits a vote of the Condominium unit owners. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given.

Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

ARTICLE XII - ADDITIONAL PROVISIONS

Section 1. No officer, director or member of the Association shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XIII - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these Articles or of the Bylaws or rules and regulations of the Association be held invalid, it shall not affect the validity of the remaining instruments.

ARTICLE XIV - APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, JANE YEAGER CHEFFY, Esq., whose address is 2375 Tamiami Trail North, Suite 310, Naples, Florida 34103, is appointed registered agent for service of process upon the Association.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set her hand and seal and caused these Articles of Incorporation to be executed, as of March 21, 2005.

JANE YEAGER CHEFFY, Subscriber

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon PARADISE POINTE III CONDOMINIUM ASSOCIATION, INC., at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for such corporation.

JANE YEAGER CHEFFY, Registered Agent

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