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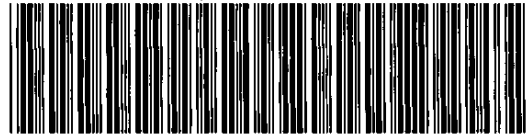
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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D. WHITE NOV -6 2006



CORPORATION SERVICE COMPANY*

ACCOUNT NO. : 072100000032

REFERENCE : 575147 7103152

AUTHORIZATION :

COST LIMIT : \$ 78.75

ORDER DATE : November 3, 2006

ORDER TIME : 10:19 AM

ORDER NO. : 575147-005

CUSTOMER NO: 7103152

DOMESTIC FILING

NAME: COCONUT TRACE OWNERS'
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
 ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Carina L. Dunlap - EXT. 2951

EXAMINER'S INITIALS: /

**ARTICLES OF INCORPORATION OF
COCONUT TRACE OWNERS' ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT**

FILED
06 NOV -3 PM 1:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the provisions of Chapter 617, Florida Statutes, and certify as follows:

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

The name of the corporation shall be and is COCONUT TRACE OWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in these Articles as the "Association." The initial principal office of the Association shall be located at 4081 Tamiami Trail North, Suite C-201, Naples, Florida 34103.

**ARTICLE II
DEFINITIONS**

Unless a contrary intent is apparent, terms used in these Articles of Incorporation shall have the same meaning as set forth in the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR COCONUT TRACE (the "Declaration") to be recorded in the Public records of Lee County, Florida, with respect to the land described therein, being known as "Coconut Trace."

**ARTICLE III
PURPOSE**

This corporation is organized to establish an association of the owners of Lots in Coconut Trace.. This organization shall have the following specific purposes:

1. To provide for maintenance, repair and replacement of the Common Properties (as defined in the Declaration) and any other areas and structures as may be placed under the jurisdiction of this corporation by means of the Declaration.
2. To regulate the use of the Common Properties and any other areas and structures as may be placed under the jurisdiction of this Association by means of the Declaration.
3. To enforce the provisions of the Declaration which the Association has the responsibility to enforce.
4. The purpose of this corporation will not include or permit pecuniary gain, profit or distribution of its income to its members, officers or Directors.

ARTICLES IV TERM

The term of the Association shall be perpetual. Notwithstanding the foregoing, in the event the Association is dissolved, the Common Properties and any infrastructure improvements therein or thereon being operated and maintained by the Association, shall be conveyed or dedicated to a similar non-profit organization or entity which shall thereafter have responsibility for continued operation and maintenance of the Common Properties and any infrastructure improvements therein or thereon

ARTICLES V POWERS AND DUTIES

This 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 Declaration. The corporation shall also have all of the powers and authority reasonably necessary or appropriate to carry out duties imposed upon it by the Declaration, including, but not limited to, the following:

1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as defined in the Declaration.
2. To fix, levy, collect and enforce payment by any lawful means, of all Common Assessments, charges, other assessments and assessment liens pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes for governmental charges levied or imposed against the property of the corporation.
3. To acquire (by gift, purchase or lease), to own, hold, improve, insure, build 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 Association, and to contract improvements and to repair, replace, remodel and demolish the same, on any property that may be owned or leased by the Association.
4. To borrow money, and with the consent of eighty percent (80%) of all of its Members, mortgage, pledge, deed and trust, or hypothecate any and all of its real or personal property, including any lien rights it may have, as security for money borrowed or debts incurred.
5. To participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes or to annex additional property, provided that such mergers, consolidation or organization shall have the consent of eighty percent (80%) of all of its Members.
6. To make and amend reasonable rules and regulations and By-Laws respecting the use of the Common Properties and any other property or facilities over which the Association may have

control or jurisdiction for administrative responsibilities, and to provide the penalties for the violation of any such regulation.

7. To contract for the maintenance, repair and replacement of the Common Properties and other areas and improvements as may be placed under the jurisdiction of this Association either by the Declaration or by resolution adopted by the Association's Board of Directors.

8. To sue and to be sued.

9. To employ such legal counsel, accountants and other agents or employees as may be deemed necessary for the protection and furtherance of the interest of the Association and of its Members and to carry out the purpose of the Association.

ARTICLE VI MEMBERSHIP

Every person or entity who is the record Owner of a Lot in Coconut Trace, as defined in the Declaration, shall be a member of this Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership rights and duties shall be subject to and controlled by the Declaration, which is in the form of a covenant running with the land.

ARTICLE VII VOTING RIGHTS

This Association shall have two (2) classes of voting memberships:

Class A: Class A Members shall be all of those Owners as defined in Article V above. Except as hereinafter provided, the Developer, as subsequently identified, will not be a Class A Member. There shall be one (1) vote appurtenant to each Lot owned by a Class A Member. When more than one (1) person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. The ByLaws may establish procedures for voting when title to a Lot is held in the name of a corporation or more than one person or entity.

Class B: There shall be one (1) Class B Member, being the Developer, TULIP ASSOCIATES, LLC, a Florida limited liability company. The Class B Member shall have EIGHTEEN (18) votes in the affairs of the Association. Notwithstanding any provision to the contrary herein, the Developer as the Class B Member, shall have the right to elect or appoint at least a majority of the Board of Directors of the Association until the occurrence of the first to occur of the following events:

(1) Three (3) months after the Developer has conveyed title to all of the Lots in Coconut Trace; or

(2) At the earlier time that the Developer, in its sole discretion, voluntarily converts its Class B membership to Class A membership.

Upon the occurrence of the earliest of the foregoing events to occur, the then existing Class A members shall be obligated to elect the Board and assume control of the Association (referred to as "Turnover"). The Class B membership shall also cease and convert to a Class A membership (to the extent of Lots then owned by the Developer) at such time.

ARTICLE VIII DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, who need not be members of the Association. The initial Board of Directors shall consist of three (3) Directors. The number of Directors may be increased by the ByLaws, but shall never be less than three (3) Directors. The names and addresses of the persons who are to initially act in the capacity of Directors until the selection of their successors are:

| Name | Address |
|-------------------|---|
| Dennis J. Lynch | 4081 Tamiami Trail North Suite C-105 Naples, FL 34103 |
| Christopher Lynch | 4081 Tamiami Trail North Suite C-105 Naples, FL 34103 |
| N. Bing Domingo | 4081 Tamiami Trail North Suite C-105 Naples, FL 34103 |

Except as otherwise provided in these Articles of Incorporation, the Directors may, by law, fix the terms of office for all Directors. However, 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 and installed. There shall be at each annual meeting of the Association an election of Directors. Directors may serve successive annual terms without limitation.

A majority of the Directors currently serving as such 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 one (1) vote on every matter presented by the Board of Directors. Any meeting of the members of the Board of Directors of the Association may be held within or without the State of Florida.

ARTICLE IX OFFICERS

The affairs of this Association shall be administered by the officers designated herein. The officers shall be elected by the Board of Directors and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

| <u>Office</u> | <u>Name</u> | <u>Address</u> |
|---------------------------------|-------------------|---|
| President | Dennis J. Lynch | 4081 Tamiami Trail North Suite C-105 Naples, FL 34103 |
| Vice President and Secretary | Christopher Lynch | 4081 Tamiami Trail North Suite C-105 Naples, FL 34103 |
| Treasurer | N. Bing Domingo | 4081 Tamiami Trail North Suite C-105 Naples, FL 34103 |

ARTICLE X DISSOLUTION

This Association may be dissolved with the assent given in writing and signed by the affirmative vote of not less than eighty percent (80%) of votes of all Members of the Association, including both Class A Members and Class B Members. Upon dissolution of this Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be distributed in equal shares to the then existing members.

ARTICLE XI SUBSCRIBER

The names and addresses of the subscribing incorporator of these Articles of Incorporation is:

| <u>Name</u> | <u>Address</u> |
|-----------------|---|
| Dennis J. Lynch | 4081 Tamiami Trail North Suite C-105 Naples, FL 34103 |

ARTICLE XII INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a director or officer of the 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 for the best interests in of the 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 XIII REGISTERED OFFICE and AGENT

The address of the corporation's initial registered office is: 4081 Tamiami Trail North, Suite C-105, Naples, Florida 34103.

The name of this corporation's initial registered agent at the above address is: Dennis J. Lynch.

ARTICLE XIV BY-LAWS

The first By-Laws of this corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Members in the manner provided by the By-Laws.

ARTICLE XV AMENDMENTS

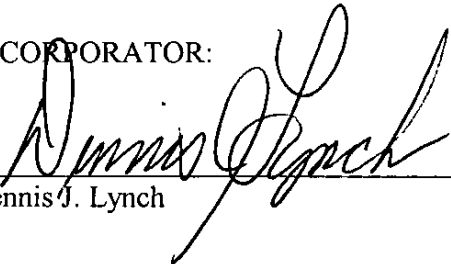
Amendments to these Articles may be made and adopted upon the following conditions:

1. A notice of the proposed amendment shall be included in the notice of the Member's meeting which shall consider the amendment. The meeting may be the annual meeting or a special meeting.
2. There is an affirmative vote of at least eighty percent (80%) of the entire Membership of the Association, including both Class A Memberships and Class B Memberships.

3. The Developer, prior to Turnover, may unilaterally amend these Articles, provided, however, such amendment does not have a materially adverse effect on the value of any Lot owned by any Owner other than Developer.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the subscribing incorporator of this corporation, have executed these Articles of Incorporation, this 2nd day of November, 2006.

INCORPORATOR:


Dennis J. Lynch

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this 2nd day of November, 2006, by DENNIS J. LYNCH, who is personally known to me and who did not take an oath.


Notary Public

My Commission Expires:
State of Florida at Large

(Notary Seal)

U:\krj\Clients\Dennis\TULIP ASSOCIATES\Coconut Trace\KRJ Articles.wpd



BRANDY A. RASCHKE
MY COMMISSION # DD 158976
EXPIRES: February 16, 2007
Bonded Thru Budget Notary Services

COCONUT TRACE OWNERS' ASSOCIATION, INC.,
A CORPORATION NOT FOR PROFIT

FILED
06 NOV -3 PM 1:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

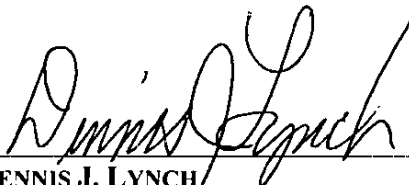
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

IN COMPLIANCE WITH APPLICABLE FLORIDA STATUTES, THE FOLLOWING
IS SUBMITTED:

THAT COCONUT TRACE OWNERS' ASSOCIATION, INC., A CORPORATION NOT FOR PROFIT,
desiring to organize or qualify under the laws of the State of Florida, with its principal place of
business located at: **4081 TAMiami TRAIL NORTH, SUITE C-105, NAPLES, FL 34103**, has named
DENNIS J. LYNCH, located at: **4081 TAMiami TRAIL NORTH, SUITE C-105, NAPLES, FL 34103**,
as its registered agent to accept service of process within Florida.

Having been named as registered agent and to accept service of process for the above stated
corporation at the place designated in this certificate, the undersigned hereby agrees to accept the
appointment as registered agent and agree to act in this capacity. The undersigned further agrees to
comply with the provisions of all statutes relating to the proper and complete performance of my
duties, and certifies that he is familiar with and hereby accepts the obligations of my position as
registered agent.

Dated: November 2nd, 2006


DENNIS J. LYNCH