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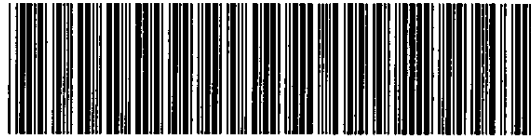
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THOMAS P. CALLAN, P.A.
ATTORNEYS AT LAW

Thomas P. Callan
G. Robertson Dilg
Timothy A. Dix
Alison M. Yurko

November 24, 2006

Division of Corporations
Florida Secretary of State
2661 Executive Center Circle
Clifton Building
Tallahassee, FL 32301

Via DHL Overnight

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Re: Filing - Articles of Incorporation of Slone Landing Homeowners' Association, Inc., a not for profit corporation

Dear Sir or Madam:

Please find the enclosed Articles of Incorporation of Slone Landing Homeowners' Association, Inc., a Florida not-for-profit corporation, for filing with the Division of Corporations together with our firm's Check No. 5220 in the amount of \$87.50 as payment of the costs for the corporate filing fee, registered agent designation, certified copy and certificate of status.

Please return the certified copy and certificate of status to me utilizing the self-addressed DHL envelope with shipping charges billed to my firm's account.

If you have any questions or concerns regarding filing these articles of incorporation, please contact my paralegal immediately at 407-426-9141. Thank you for your assistance in this matter.

Very truly yours,

Thomas P. Callan

Thomas P. Callan
(Unsigned to avoid delay)

TPC/amc
Enclosure

ARTICLES OF INCORPORATION
OF
SLONE LANDING HOMEOWNERS' ASSOCIATION, INC.

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of Florida.

ARTICLE 1
CORPORATION NAME

1.1 Name. The name of the corporation is: SLONE LANDING HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION").

ARTICLE 2
DEFINITIONS

2.1 Definitions. Unless defined in these Articles or the Bylaws all terms used in the Articles and the Bylaws shall have the same meanings as used in the DECLARATION OF RESTRICTIVE COVENANTS AND RESTRICTIONS FOR SLONE LANDING (the "Declaration").

ARTICLE 3
PURPOSE

3.1 Purpose. The purposes for which the ASSOCIATION is organized are as follows:

3.1.1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

3.1.2. To administer, enforce and carry out the terms and provisions of the Declaration as same may be amended or supplemented from time to time.

3.1.3. To administer, enforce and carry out the terms and provisions of any other Declaration of Covenants and Restrictions or similar document submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the ASSOCIATION.

3.1.4. To promote the health, safety, comfort and social and economic welfare of the MEMBERS of the ASSOCIATION and the OWNERS and Residents of Lots within the Property as defined and authorized by the Declaration, by these Articles, and by the Bylaws.

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06 MAY 28 PM 1:00
CLERK OF THE COURT
TALLAHASSEE, FLORIDA

ARTICLE 4
POWERS

4.1 Powers. The ASSOCIATION shall have the following powers:

4.1.1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the Florida which are not in conflict with the terms of these Articles.

4.1.2. To enter into, make, establish, amend, and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the ASSOCIATION.

4.1.3. To fix, levy, and collect Assessments for Common Expenses from the OWNERS to defray the costs, expenses, reserves and losses incurred or to be incurred by the ASSOCIATION and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties. Included within the definition of Common Expenses are costs of maintenance and operations of the surface water or Stormwater Management System.

4.1.4. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

4.1.5. To borrow and to hold funds, select depositories, and administer bank accounts of the ASSOCIATION, and to pay all expenses (including licenses, public assessments, taxes, or government charges) incident to the purposes and powers of the ASSOCIATION, as set forth in these Articles and as provided in the Declaration and the Bylaws.

4.1.6. To purchase insurance for the protection of the ASSOCIATION, its officers, directors and MEMBERS, and such other parties as the ASSOCIATION may determine to be in the best interests of the ASSOCIATION.

4.1.7. To operate, maintain, repair, control, regulate, and improve all Drainage Easement Areas and such other portions of the Property as may be determined by the Board of Directors of the Association (the "Board") from time to time.

4.1.8. To honor and perform under all contracts and agreements entered between third parties and the ASSOCIATION.

4.1.9. To provide for any functions and services within the Property (as defined in the Declaration) as the Board in its discretion determines necessary or appropriate.

4.1.10. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, streets (to the extent not maintained by Orange County or the City of Ocoee), pathways, and other structures, landscaping, paying and equipment, both real and personal, related to health, safety and social welfare of the MEMBERS of the ASSOCIATION and the OWNERS and Residents of the Property as the BOARD in its discretion determine necessary or appropriate.

4.1.11. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and/or to contract with others for

the performance of such obligations, services and/or duties and to pay the costs thereof in accordance with whatever contractual arrangement of the BOARD shall enter.

4.1.12. To operate, maintain and manage the surface water or stormwater management system for the Property in accordance with the permit issued by and the rules promulgated by the appropriate water management district, and shall assist in the enforcement of the Declaration as it relates to the surface water or stormwater management system.

4.1.13. To improve, operate, and maintain improvements and fixtures within areas that the ASSOCIATION has been provided use and control such as the easement areas, wall and landscape areas and conservation areas.

4.1.14. To establish, maintain, and use reserve funds for capital improvements, repairs, and replacements.

4.1.15. To enter into a management contract with any Person for the maintenance and repair of the Drainage Easement Area and for the operation of the ASSOCIATION. The management contract may provide a management fee to the management agent and the delegation of certain duties, as determined by the BOARD.

4.1.16. To collect, delinquent assessments by fine, claim of lien, suit or otherwise and to file and defend any suit or other proceeding in the pursuit of all legal and/or equitable remedies or defense of all claims relating to the Declaration, the Bylaws, and/or these Articles.

4.1.17. To adopt, repeal or amend the Bylaws.

ARTICLE 5

MEMBERS

5.1. Membership. Except as is set forth in this Article 5, every Person who is a record title holder of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that any such Person which holds such interest merely as a security for the performance of any obligation shall not be a MEMBER.

5.1.1 Transfer of Membership. Transfer of membership in the ASSOCIATION shall be established by the recorded in the Public Records of Orange County of a deed or other instrument establishing a transfer of record title to any Lot for which membership has already been established. The OWNER designated by such instrument of conveyance thereby becomes a MEMBER, and the prior MEMBER'S membership thereby is terminated. In the event of death of a MEMBER his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the ASSOCIATION receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Lot, and it shall be the responsibility and obligation of both the former and the new OWNER of the Lot to provide such true copy of said recorded instrument to the ASSOCIATION.

5.1.2 Prohibition Against Transfer. The share of a MEMBER in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot associated with the membership of that MEMBER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot.

5.1.3 Voting. Each OWNER shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership.

5.1.4 Members. Voting on Association matters requiring a vote of the Members will be cast by the Members in accordance with the Declaration and the Bylaws.

5.1.5 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with the Declaration, the Articles of Incorporation and the Bylaws. The Board of Directors shall not be required to obtain a vote of the membership on any matter, except as required by the Declaration, the Articles of Incorporation, Bylaws or applicable law. The articles of Incorporation and the Bylaws may be amended in the manner set forth herein.

5.1.6 Voting by co-OWNERS. If the Lot associated with the membership of a MEMBER is owned by more than one person, the vote(s) of the MEMBER may be cast at any meeting by any Co-OWNER of the Lot. If when the vote(s) is (are) to be cast, a dispute arises between the Co-OWNERS as to how the vote(s) will be cast, they shall lose the right to cast their vote(s) on the matter being voted upon, but their vote(s) continue to be counted for purposes of determining the existence of a quorum.

5.1.7 Proxies. Every MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another person to action the MEMBER'S behalf by a proxy signed by such MEMBER. Any proxy shall be delivered to the Secretary of the ASSOCIATION or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at any time at the pleasure of the MEMBER executing it.

5.1.8 Calculation of Votes. Any question concerning the number of votes which may be cast by a MEMBER shall be decided by the BOARD.

ARTICLE 6

PERSONS SERVING ON THE BOARD

6.1.1 Persons serving on the BOARD. The affairs of the ASSOCIATION shall be managed by a BOARD constituting of not less than three (3) persons. The number of persons on the BOARD shall be determined in accordance with the Bylaws. The persons serving on the BOARD need not be MEMBERS of the ASSOCIATION.

6.1.2 Duties of the BOARD. All of the duties and powers of the ASSOCIATION existing under Chapter 617 of the Florida Statutes, the Declaration, these

Articles and the Bylaws shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

6.1.3 Vacancies. A person on the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, a person on the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a person appointed by the DEVELOPER shall be filled by the DEVELOPER.

6.1.4 Names and Address of BOARD. The names and addresses of the persons on the BOARD who shall hold office until their successors are elected or appointed, or until removed, are as follows:

George E. Foote, Jr.	6635 Edgewater Drive Orlando, FL 32810
Agnes Foote	6635 Edgewater Drive Orlando, FL 32810
Denzell Simmons	6635 Edgewater Drive Orlando, FL 32810

ARTICLE 7

OFFICERS

7.1 Officers. The Officers of the ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The Officers shall serve at the pleasure of the BOARD, and the Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the Board are as follows:

President	-	George Foote
Secretary	-	Agnes Foote
Vice President	-	Agnes Foote
Treasurer	-	George Foote

ARTICLE 8

INDEMNIFICATION

8.1 Indemnification of Officers, Members of the BOARD or Agents. The 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, by reason of the fact that the is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement

actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of this duty to the 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 indemnity 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 non contender or its equivalent, shall not, in and of itself, create a presumption that the Person did not acting good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that the had no reasonable cause to believe that his conduct was unlawful.

8.1.1 To the extent that a member of the BOARD, officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article 8, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.1.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the members of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

8.1.3 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in any official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee, or agent of the ASSOCIATION and shall insure to the benefit of the heirs, executors and administrators of such a Person.

8.1.4 The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprises, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 9

BYLAWS

9.1 Initial Bylaws. The initial Bylaws shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 10

AMENDMENTS

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

10.1.1 Initiation. A resolution to amend these Articles may be proposed by a majority of the persons serving the BOARD, or by MEMBERS holding not less than seventy-five percent (75%) of the votes of the entire membership of the ASSOCIATION.

10.1.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.1.3 Adoption of amendments.

10.1.3.1 A resolution for the adoption of the proposed amendment shall be adopted by MEMBERS having not less than a majority of the votes of the entire membership of the ASSOCIATION.

10.1.3.2 Amendment of the Articles shall require the assent of three-fourths (3/4) of the votes of the MEMBERS.

10.1.3.3 Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the Public Records of Orange County, Florida, as an amendment to the Declaration.

ARTICLE 11

TERM

12.1 Existence of the ASSOCIATION shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The ASSOCIATION shall have perpetual existence. If, for whatever reason, the ASSOCIATION is terminated, dissolved or liquidated, any conservation areas, streets, dedicated areas and any portions of the Drainage Easement Area involved with the surface water management system shall be conveyed to another governing association or to an appropriate agency of the local government for control and maintenance purposes. If no agency of the local government will accept such conveyance and responsibility, such property must be conveyed to a not-for-profit corporation similar to the ASSOCIATION. Any transfer to another governing association or appropriate agency is subject to the prior written approval of the applicable water management district.

ARTICLE 12

INCORPORATOR

12.1 The name and street address of the Incorporator is:

George E. Foote, Jr.
6635 Edgewater Drive
Orlando, Florida 32810

ARTICLE 13
INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF INITIAL REGISTERED AGENT

13.1 The street address of the initial registered office of the ASSOCIATION is George E. Foote, Jr. The initial Registered Agent of the ASSOCIATION at that address is 6635 Edgewater Drive, Orlando, Florida 32810.

IN WITNESS WHEREOF, the Incorporator and the initial Registered Agent have executed these Articles of Incorporation.

WITNESSES:

Denzell Simmons
Print DENZELL SIMMONS

Christine LaRue
Print CHRISTINE LARUE

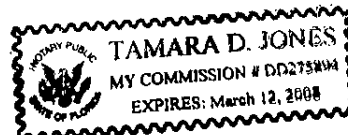
George E. Foote Jr.
GEORGE E. FOOTE, JR.
Incorporator and Registered Agent

President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21 day of November 2006, by GEORGE E. FOOTE, JR. who is personally known or who produced _____ as identification.

Tamara D. Jones
Signature Notary Public
Print Notary Name: _____
My Commission Expires: _____



**CERTIFICATE AND ACKNOWLEDGEMENT
OF REGISTERED AGENT
OF
SLONE LANDING HOMEOWNERS' ASSOCIATION, INC.**

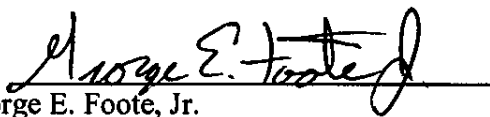
Pursuant to Chapter 48, Florida Statutes, the following is submitted in compliance with said Act:

SLONE LANDING HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its registered office as indicated in the Articles of Incorporation at 6635 Edgewater Drive, Orlando, Florida 32810, has named George E. Foote, Jr., located at the foregoing address, as its Registered Agent to accept service of process within this state.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept and agree to act in this capacity, and agree to comply with the provisions of Florida Law in keeping open said office.

**SLONE LANDING HOMEOWNERS'
ASSOCIATION, INC.**

By: 
George E. Foote, Jr.
Registered Agent

Date: 11/21/06

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03 NOV 28 PM 1:34
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TALLAHASSEE, FLORIDA