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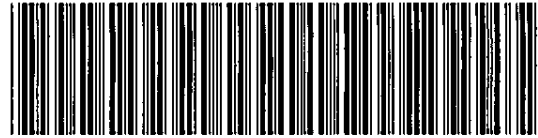
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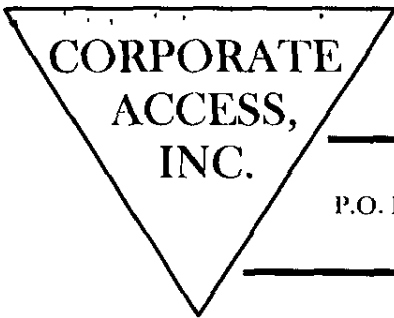
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TAK

1. OAKMONT Resort Owners Association, INC.
(CORPORATE NAME AND DOCUMENT #)

2. _____
(CORPORATE NAME AND DOCUMENT #)

3. _____
(CORPORATE NAME AND DOCUMENT #)

4. _____
(CORPORATE NAME AND DOCUMENT #)

5. _____
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6. _____
(CORPORATE NAME AND DOCUMENT #)

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**ARTICLES OF INCORPORATION
OF
OAKMONT RESORT OWNERS ASSOCIATION, INC.**

**ARTICLE 1
NAME AND PRINCIPAL ADDRESS**

1. Name. The name of the corporation is: OAKMONT RESORT OWNERS ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION"). The principal place of business and the mailing address of the ASSOCIATION is located at 401 West Colonial Drive, Suite 7, Orlando, Florida 32804. The ASSOCIATION may change its registered agent or the location of the registered office, or both, as referenced in Article 14 below, from time to time, without having to amend these Articles.

**ARTICLE 2
DEFINITIONS**

2. 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 PROTECTIVE COVENANTS AND RESTRICTIONS FOR OAKMONT RESORT (the "Declaration").

**ARTICLE 3
PURPOSE**

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

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

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

3.3 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.

3.4 To operate as a homeowners' association pursuant to Chapter 720 and any other applicable provisions of the Florida Statutes, as they may be amended and/or renumbered from time to time, and to administer, enforce and carry out the terms, conditions, restrictions and provisions of the Declaration as it may be amended and/or supplemented from time to time.

ARTICLE 4
POWERS

4. Powers. The ASSOCIATION shall have the following powers:

4.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles, the Declaration and/or the Bylaws.

4.2 To enter into, make, establish, amend, and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements.

4.3 To fix, levy and collect Assessments for Common Expenses from 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.

4.4 To fix, levy and collect Special Assessments for Common Expenses from OWNERS to defray the costs, expenses, reserves, losses, damages and budget shortfalls incurred or to be incurred by the ASSOCIATION and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

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

4.6 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.

4.7 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.

4.8 To operate, maintain, repair, insure, control, regulate, and improve all Community Common 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.

4.9 To enter into, honor and/or perform under all contracts and agreements entered between third parties and the ASSOCIATION or third parties and the DEVELOPER which are assigned to the ASSOCIATION.

4.10 To exercise architectural control, either directly or through appointed committees, over all buildings, structures and improvements to be placed or constructed upon any portion of the Property. Such control shall be exercised pursuant to the Declaration.

4.11 To provide for any functions and services within the Property as the BOARD in its discretion determines necessary or appropriate.

4.12 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, streets (to the extent not maintained by Polk County), pathways, and other structures, landscaping, paving and equipment, both real and personal, as the BOARD in its discretion determines necessary or appropriate.

4.13 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 cost thereof in accordance with whatever contractual arrangement the BOARD shall enter.

4.14 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.

4.15 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.

4.16 To establish, collect, maintain and/or use reserve funds.

4.16 To enter into a management contract with any Person for the maintenance and repair of the Community Common 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.

4.17 To appoint committees as the BOARD may deem appropriate.

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

4.19 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 titleholder 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. Membership is appurtenant to and inseparable from the Lot giving rise to such membership. Membership is mandatory for all Owners.

5.2 Transfer of Membership. Transfer of membership in the ASSOCIATION shall be established by the recording in the Public Records of Polk 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.

5.3 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.

5.4 Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B," as follows:

5.4.1 Class "A." Class "A" Members shall be all OWNERS of Lots with the exception of the Class "B" Member. Merchant Builders shall be Class "A" Members for each Lot owned by the Merchant Builder, provided the Merchant Builder shall have no right to vote on Association matters, such voting rights being retained by DEVELOPER until the conveyance of the Lot by a Merchant Builder to a retail purchaser of the Lot.

Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership.

5.4.2 Class "B." Class "B" Member shall be the DEVELOPER or its assigns or successors in interest. The Class "B" Member shall have five (5) votes for each Lot owned by the DEVELOPER or a Merchant Builder. The Class "B" Member shall be entitled to appoint or elect all of the members of the BOARD of Directors until Turnover, as defined in the Declaration and specified in the Bylaws. At such time, the DEVELOPER shall call a meeting as provided in the Bylaws for special meetings to advise the membership of the termination of Class "B" status (hereafter called "Turnover Meeting"). The Class "B" Membership shall terminate and become converted to Class "A" membership upon the Turnover.

Upon and after the Turnover, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Lot in which the interest required for membership under Paragraph 5.1 hereof is held.

Section 5.5 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.

Section 5.6 Administration of the Association. The affairs of the Association shall be administered by the BOARD in accordance with the Declaration, the Articles of Incorporation and the Bylaws. The BOARD shall not be required to obtain a vote of the membership on any matter, except as required by the Declaration, these Articles of Incorporation, the Bylaws and/or applicable law. These Articles and the Bylaws may be amended in the manner set forth herein; however, no such amendment shall conflict with the terms of the Declaration or adversely affect the rights of the DEVELOPER, without the prior written approval of the DEVELOPER. Any attempt to amend this provision or any provision to the contrary shall be of no force or effect.

Section 5.7 Interpretation. The provisions of the Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Association shall be interpreted by the BOARD. Any such interpretation of the BOARD which is rendered in good faith shall be final, binding and conclusive if the BOARD receives a written opinion of legal counsel to the Association, or the counsel having drafted the Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the BOARD. Notwithstanding any rule of law to the contrary, the provisions of the Declaration and the Articles, Bylaws and the rules and regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to efficient operation of the Association and the preservation and protection of the Property.

5.8 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.

5.9 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 act on 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 designated by the BOARD, 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 ninety (90) days from the date the proxy is signed by the MEMBER. Every proxy shall be revocable at any time at the pleasure of the MEMBER executing it.

5.10 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 Persons serving on the BOARD. The affairs of the ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) persons, nor more than seven (7) persons, and which shall always be an odd number. The number of persons on the BOARD shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) persons on the BOARD. The persons serving on the BOARD need not be MEMBERS of the ASSOCIATION, while Class "B" membership exists.

6.2 The DEVELOPER shall appoint the persons to serve on the BOARD of the ASSOCIATION as follows:

6.2.1 The DEVELOPER shall have the right to appoint all persons on the BOARD until the Class A Membership comprises more than ninety percent (90%) of the total number of votes of MEMBERS as determined by Article 5 hereof.

6.2.2 Thereafter, each person serving on the BOARD shall be elected by the MEMBERS of the ASSOCIATION.

6.3 After the DEVELOPER no longer has the right to appoint all persons on the BOARD under Section 6.2.1, or earlier if the DEVELOPER so elects, then and only then shall any persons on the BOARD be elected by the MEMBERS of the ASSOCIATION.

6.4 All of the duties and powers of the ASSOCIATION existing under Florida law, 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.

6.5 Any vacancies on the BOARD shall be filled as set forth in the Bylaws. DEVELOPER shall be entitled to appoint and remove any director while Class "B" membership exists.

6.6 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:

| | |
|----------------|---|
| James H. Fant | 401 W. Colonial Drive – Suite 7 Orlando, Florida 32804 |
| Kevin Holle | 401 W. Colonial Drive – Suite 7 Orlando, Florida 32804 |
| Donna Westfall | 401 W. Colonial Drive – Suite 7 Orlando, Florida 32804 |

ARTICLE 7
OFFICERS

7. 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 | - | James H. Fant |
| Secretary/Treasurer | - | Donna Westfall |
| Vice President | - | Kevin Holle |

ARTICLE 8
INDEMNIFICATION

8. 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 he or she 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 or she acted in good faith and in a manner he or she 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 or she had no reasonable cause to believe his or her 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 his or her 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 nolo contendere or its equivalent, shall not, in and 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 not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he or she had no reasonable cause to believe that his or her conduct was unlawful.

8.1 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 or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonable incurred by him or her in connection therewith.

8.2 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 or she is entitled to be indemnified by the ASSOCIATION as authorized in this Article 8.

8.3 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 an official capacity while holding office, the indemnification provided by this Article 8 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 inure to the benefit of the heirs, executors and administrators of such a Person.

8.4 The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or 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 enterprise, against any liability asserted against him and incurred by him or her in any such capacity, as arising out of his or her status as such, whether or not the ASSOCIATION would have the power to indemnify him or her against such liability under the provisions of this Article 8.

ARTICLE 9

BYLAWS

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

10.1 Initiation. A resolution to amend these Articles may be proposed by a majority of the persons serving on the BOARD, or by written petition to the BOARD signed by MEMBERS holding not less than twenty percent (20%) of the votes of the entire membership of the ASSOCIATION.

10.2 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.

10.3 Adoption of Amendments.

10.3.1 Amendment of the Articles shall require the assent of at least two-thirds (2/3) of the votes of the MEMBERS, either in person or by proxy at a duly called meeting of the ASSOCIATION at which a quorum is attained.

10.3.2 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 Polk County, Florida. Any amendment to these Articles shall be effective on the date that amendment has been accepted and filed by the Department of State or other appropriate agency of the State of Florida.

ARTICLE 11

TERM

11. The existence of the ASSOCIATION shall commence with the filing of these Articles with the appropriate agency of the State of Florida. The ASSOCIATION shall have perpetual existence. If, for whatever reason, the ASSOCIATION is dissolved by the MEMBERS, any conservation areas, streets, dedicated areas and any portions of the Community Common 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.

ARTICLE 12

FHA/VA APPROVAL

12. As long as there is a Class B Membership, the following actions will require the approval of the Federal Housing Administration and the Veterans Administration: mergers and consolidations; mortgaging of the Community Common Area; dissolution and amendment of the Articles.

ARTICLE 13

INCORPORATOR

13. The name and street address of the Incorporator is:


James H. Fant
401 W. Colonial Drive, Suite 7
Orlando, Florida 32804

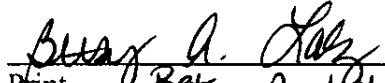
ARTICLE 14
INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF INITIAL REGISTERED AGENT

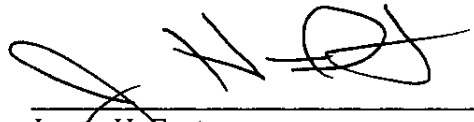
The street address of the initial registered office of the ASSOCIATION is 401 W. Colonial Drive, Suite 7, Orlando, Florida 32804. The initial Registered Agent of the ASSOCIATION at that address is James H. Fant.

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

WITNESSES:


Print David C. Canto


Print Betsy A. Laboy


James H. Fant
Incorporator and Registered Agent

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28TH day of January, 2008, by JAMES H. FANT, who is personally known or who produced _____ as identification.

My Commission Expires:

BETSY A LABOY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD878087
EXPIRES 4/23/2010
BONDED THRU 1-888-NOTARY1


Print Betsy A. Laboy
Notary Public

**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
THE SERVICE OF PROCESS WITHIN THIS STATE**

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

OAKMONT RESORT OWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida with its registered office at 401 W. Colonial Drive, Suite 7, Orlando, Florida 32804, has named James H. Fant, located at the above registered office, as its Registered Agent to accept service of process within this state.

ACKNOWLEDGMENT:

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

OAKMONT RESORT OWNERS ASSOCIATION, INC.

By: 

James H. Fant, Registered Agent

Date: January 28, 2008

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