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Capital Connection, Inc.

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FLORIDA PROFIT/NON PROFIT CORPORATION

The Preserve at Alafia Master Association, Inc.

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**ARTICLES OF INCORPORATION
OF
THE PRESERVE AT ALAFIA
MASTER ASSOCIATION, INC.**

A corporation not for profit under the laws of the State of Florida

The undersigned hereby form a corporation not for profit under chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1

NAME, PRINCIPAL OFFICE AND REGISTERED AGENT

1.1 Name. The name of the corporation is The Preserve at Alafia Master Association, Inc., a corporation not for profit (the "Association.")

1.2 Principal Office. The street address and mailing address for the principal office of the Association is 8620 South Tamiami Trail, Suite N-P, Sarasota, FL 34238.

1.3 Registered Agent. The initial registered agent for the Association is Alessandro Giannini. The street address of the initial registered office of the Association is 8620 South Tamiami Trail, Suite N-P, Sarasota, FL 34238.

ARTICLE 2

PURPOSE

2.1 Purpose. The Association is organized for the purpose of operating and maintaining the common infrastructure, including roads and surface water management and of maintaining control and approval authority over landscaping and architecture for a mixed-use development located in Hillsborough County, Florida known as The Preserve at Alafia.

**ARTICLE 3
DEFINITIONS**

3.1 Definitions.

(a) "Articles" means these Articles of Incorporation of the Association, as the same may be amended from time to time.

(b) "Assessment" means a share of the funds required for the payment of

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Common Expenses which from time to time are assessed against each Unit Owner as set forth in Article 7 of the Declaration, which term includes both Annual Assessments and Special Assessments.

(c) "Association" means The Preserve at Alafia Master Association, Inc., a Florida not for profit corporation, and its successors and assigns.

(d) "Association Documents" means this Declaration, the Articles, the Bylaws and the Rules and Regulations, as the same may be amended from time to time.

(e) "Board of Directors" means those persons elected or appointed as the board of directors of the Association.

(f) "Bylaws" means the Bylaws of the Association, as the same may be amended from time to time.

(g) "Declaration" means the Declaration of Covenants and Conditions for the Preserve at Alafia Master Association, Inc., as amended from time to time.

(h) "Developer" means Garrison River Development Group, a Florida limited liability company and its successors and assigns. Developer may assign all or a portion of its rights hereunder or all or a portion of such rights in connection with specific portions of the Condominium.

(i) "Director" means a duly elected or appointed member of the Board of Directors.

(j) "Membership" means a membership in the Association and the rights granted to Owners pursuant to the Declaration and the other Association Documents to participate in the Association.

ARTICLE 4 POWERS AND DUTIES

4.1 Powers and Duties. The Association's powers and duties are to:

(a) Own and convey property.

(b) Operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated

buffer areas, and wetland mitigation areas.

- (c) Establish rules and regulations; and
- (d) Assess members and enforce Assessments; and
- (e) Sue and be sued; and
- (f) Contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing a maintenance company; and
- (g) Require all the lot owners, parcel owners, or unit owners to be members; and
- (h) Exist in perpetuity; and
- (i) Take any other action necessary for the purposes for which the Association is organized.

4.4 Right of Access Upon Dissolution. In the event the Association is dissolved, the control of right of access to the property containing the surface water management system facilities shall be conveyed or delegated to an appropriate government unit or public utility and if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

4.5 Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.6 Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its members, Directors, or Officers.

4.7 No Shares of Stock. The Association shall not have or issue shares of stock.

4.8 Limitations on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE 5 MEMBERSHIPS

5.1 Membership. There shall be one Membership for each phase of the development.

5.2 Change of Membership. After receiving any approval of the Association required by the Declaration, transfer of Membership in the Association shall be evidenced by the recording in the Public Records of Hillsborough County, Florida, of a deed or other instrument evidencing a change of record title to a Unit and the delivery to the Association of a copy of such instrument.

5.3 Limitation on Transfer of Memberships. The Membership may not be assigned:

5.4 Voting. Each Membership shall be entitled to one (1) vote at Association meetings. The manner of exercising voting rights shall be determined by the Bylaws.

ARTICLE 6 DIRECTORS

6.1 Board of Directors. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors.

6.2 Election of Directors. The Directors of the Association shall be elected at the annual meeting of the members of the Association. Directors may be removed and vacancies on the Board of Directors filled in the manner provided by the Bylaws.

6.3 First Election of Directors. The Directors named in these Articles shall serve until the first annual election of Directors by the members, and any vacancies in their number occurring before the first election shall be filled by the Developer, or in the event of its failure to do so, by the remaining Directors, except as otherwise specifically required by Florida law.

6.4 First Board of Directors. The names and addresses of the initial Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Alessandro Giannini 8620 South Tamiami Trail, Suite N-P
Sarasota, Florida 34238

Rey Ortega 8620 South Tamiami Trail, Suite N-P
Sarasota, Florida 34238

Armando Yanez 8620 South Tamiami Trail, Suite N-P
Sarasota, Florida 34238

ARTICLE 7 OFFICERS

- 7.1 Officers. The affairs of the Association shall be administered by a President, Vice President, Secretary and Treasurer and such other Officers as may be designated by the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association 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 and elected by the Board of Directors are as follows:

President
Alessandro Giannini 8620 South Tamiami Trail, Suite N-P,
Sarasota, Florida 34238

Treasurer
Armando Yanez 8620 South Tamiami Trail, Suite N-P,
Sarasota, Florida 34238

Secretary
Rey Ortega 8620 South Tamiami Trail, Suite N-P,
Sarasota, Florida 34238

The Directors and Officers may lawfully and properly exercise the powers set forth in Article 4, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interests in the entity or entities with whom the corporation enters into such agreements.

ARTICLE 8

INDEMNIFICATION

8.1 Indemnification. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal 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 party, 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 adjudged guilty of willful misfeasance 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 reimbursements as being in the best interest 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 9

BYLAWS

9.1 Bylaws. The Bylaws shall be adopted by the Board of Directors of the Association and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 10

AMENDMENTS

10.1 Amendments. Subject to the provisions of Section 10.2 of this Article 10, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a majority of the votes allocated to all Memberships. Except as elsewhere provided, approval of such an amendment must be by not less than seventy-five percent (75%) of the votes allocated to all Memberships.

10.2 Limitation on Amendments. No amendments shall make any changes in the qualifications for Membership nor the voting rights of members, without approval in writing by one hundred percent (100%) of the votes allocated to all Memberships. No amendment shall be made that is in conflict with the Act or the Declaration.

10.3 Certification. A copy of each amendment shall be certified by the Secretary of State of Florida and be recorded in the Public Records of Hillsborough County, Florida.

ARTICLE 11 TERM

11.1 Term. The term of the Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration, and in the event of such termination, the Association shall be dissolved in accordance with the law.

ARTICLE 12 DEVELOPER

12.1 Developer. The Developer is Garrison River Partners, LLC.

12.2 Rights of the Developer. The Developer shall have all of the rights set forth in the Act and Declaration.

ARTICLE 13 SUBSCRIBER/INCORPORATOR

13.1 Names and Address. The name and address of the subscriber/incorporator of these Articles is Alessandro Giannini, 8620 South Tamiami Trail, Suite N-P, Sarasota, Florida 34238.

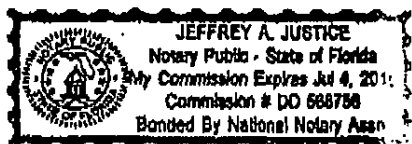
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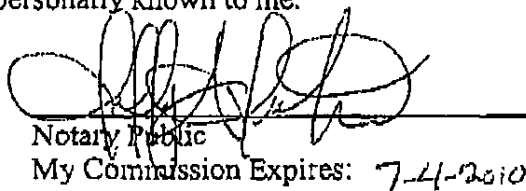
IN WITNESS WHEREOF, the subscriber (incorporator) has hereunto affixed his signature on this 22 day of May, 2008.


Alessandro Giannini

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22nd Day 2008, by Alessandro Giannini, who is personally known to me.




Notary Public
My Commission Expires: 7-4-2010

I am familiar with and accept the obligations, duties and responsibilities as Registered Agent and agree to accept service of process for The Preserve at Alafia, and I further agree to comply with the provisions of all statutes relative to the proper performance of my duties.

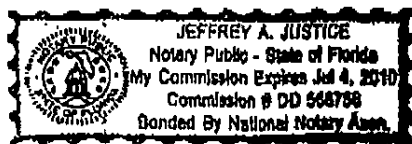
Dated: May 22nd, 2008.

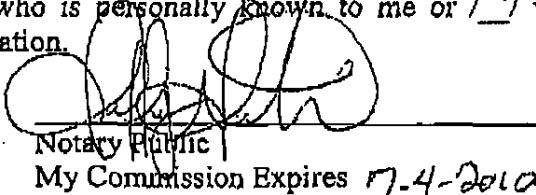

Alessandro Giannini

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22nd day of May 2008, by Alessandro Giannini, /s/ who is personally known to me or / who has produced a driver's license as identification.




Notary Public
My Commission Expires 7-4-2010