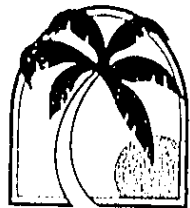


N95000000755



Lehigh
CORPORATION

February 10, 1995

Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

Re: Lee Boulevard Trade Center Owners' Association, Inc.

Gentlemen:

Please find enclosed, in duplicate, Articles of Incorporation of Lee Boulevard Trade Center Owners' Association, Inc. together with Certificate Designating Registered Agent for the Service of Process in This State.

Also, please find enclosed a check in the amount of \$70.00.

Please file these documents, returning one set indicating the date of filing in the enclosed, self-addressed envelope.

If there is anything further required, or if you have any questions concerning these documents, please call the undersigned at 813-368-3229.

Thank you for your assistance in this matter.

Sincerely,

Janet Allison
Vice President and
Director of Legal Affairs

Enclosures

SPC

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-02/14/95--01062--013
*****70.00 *****70.00

ARTICLES OF INCORPORATION
OF
LEE BOULEVARD TRADE CENTER OWNERS' ASSOCIATION, INC.

SEEDED 10 21 1980

The undersigned, by these Articles for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, certifies as follows:

ARTICLE I
NAME AND ADDRESS

The name of the corporation shall be LEE BOULEVARD TRADE CENTER OWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association, and shall have as its principal office address and mailing address, 201 East Joel Boulevard, Lehigh Acres, Florida 33936, or at such other place as the Board of Directors may designate from time to time.

ARTICLE II
PURPOSE AND DEFINITIONS

2.1 Purpose. The purpose for which the Association is organized is to provide an entity for the operation of the common areas, facilities and/or amenities of the Property as defined in of the Declaration of Covenants, Conditions, Restrictions and Easements for Lee Boulevard Trade Center shopping center, and any amendments thereto, recorded in the Public Records of Lee County, Florida (the "Declaration"), and the preservation and maintenance thereof as defined in and in accordance with the terms and conditions of the Declaration.

2.2 Nonprofit Character of Association. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members. The Association shall make no distributions of income to its members, directors or officers.

2.3 Definitions. The definitions of any terms set out in the Declaration are incorporated herein by reference.

ARTICLE III POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3.2 Powers in the Declaration. The Association shall have all of the powers and duties set forth in the Declaration reasonably necessary to maintain, repair and operate the common areas, facilities and/or amenities of the Property as set forth in the Declaration, as it may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect both regular and special assessments against Owners to defray the costs and expenses of the Association, including the power to bring any and all actions at law or in equity necessary to enforce and collect Assessments in accordance with the terms and conditions of the Declaration.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the those portions of the Common Areas and the improvements, facilities and/or amenities thereon in accordance with terms and conditions of the Declaration.
- (d) To purchase insurance for the protection of the Association and its Members as defined in the Declaration, as well as liability insurance for the protection of the officers and Directors of the Association, in such amounts as the Board of Directors shall deem necessary in proper.
- (e) To make and amend reasonable rules and regulations respecting the use of the Common Areas, improvements and facilities and/or amenities of the Property.
- (f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the rules and regulations for the use of the Common Areas, improvements facilities and/or amenities of the Property.

- (g) To contract for the management and maintenance of the Common Areas, improvements, facilities and/or amenities of the Property as is provided for in the Declaration, and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of such areas of the Property as provided in the Declaration. The Association shall, however, retain at all times the power and duties set out herein, in the Declaration and in the Bylaws.
- (h) To employ personnel to perform the services required for proper operation of the Common Areas, improvements, facilities and/or amenities of the Property, and to supervise all such employees.
- (i) To purchase, lease or otherwise acquire, hold, and dispose of such equipment, machinery, tools, materials, supplies or other personal property, as may be deemed necessary or convenient by the Association for the maintenance, repair and operation of the Common Areas, improvements, facilities and/or amenities.
- (j) To reconstruct any improvements, facilities and/or amenities on the Common Areas after casualty and to further improve the Common Areas of the Property in accordance with the terms and conditions of Declaration.

ARTICLE IV MEMBERS

4.1 Member. The Members of the Association shall consist of the Owners of the Lots as defined in the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the respective Lot by foreclosure or deed in lieu of foreclosure.

4.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Lot in the Property. The owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner is terminated. The new owner shall notify the Association of the recording of a deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument if required by the Association.

4.3 Membership Rights Appurtenant to Lot Ownership. 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 respective Lot.

ARTICLE V VOTING RIGHTS

There shall be a total of one hundred (100) votes allocated to the Members of the Association. Only Members who own Improved Property, as set forth in the Declaration, shall have the right to vote. The votes allocated to each Member who owns Improved Property shall equal the product of (i) 100 multiplied by (ii) a fraction, the numerator of which shall be the number acres of the applicable Member's Lot, and the denominator of which shall be the number of total acres of Improved Property.

ARTICLE VI DIRECTORS

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

6.2 First Board of Directors. The first election of Directors shall not be held until the date of the first annual election of Directors occurring after all the Property and Additional Lands have been sold to third parties or such earlier date as Declarant shall determine. The Directors named in these Articles shall serve until the first election of Directors, or until replaced by the Declarant in its sole discretion. Any vacancies in the Board of Directors occurring before the first election of Directors shall be filled by the Declarant appointing a replacement.

6.3 Composition of the First Board of Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal are as follows:

James G. Fortana	201 East Joel Boulevard Lehigh Acres, Florida 33936
Joan F. Adler	201 East Joel Boulevard Lehigh Acres, Florida 33936
Janet Allison	201 East Joel Boulevard Lehigh Acres, Florida 33936

6.4 Electing Directors. Directors shall be elected in the manner set forth in the Bylaws of the Association.

ARTICLE VII OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting, and they 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:

James G. Fortana President	201 East Joel Boulevard Lehigh Acres, Florida 33936
Joan F. Adler Vice President & Treasurer	201 East Joel Boulevard Lehigh Acres, Florida 33936
Janet Allison Secretary	201 East Joel Boulevard Lehigh Acres, Florida 33936

ARTICLE VIII INDEMNIFICATION

8.1 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 whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such 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, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement 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.

8.2 Expenses. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative 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 Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

8.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association or corporation, against any liability asserted against him and incurred by him in any such capacity, or 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 these Articles of Incorporation. The Association may purchase liability insurance on behalf of any person who is or was a Director or officer of the Association, insuring against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such.

ARTICLE IX BYLAWS

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

ARTICLE X AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

10.1 Notice of Amendment. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

10.2 Adoption of Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by Members having fifty-one percent (51%) of the votes entitled to be cast by Members of the Association. Directors and Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and, so long as the Declarant shall own any portion of the Property, the consent of the Declarant.

10.3 Amendment by Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all Members of the Associations, in the manner required for the execution of deeds.

10.4 Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members, nor any change in Section 6.2 hereof, without approval in writing by the Declarant.

**ARTICLE XI
TERM**

11.1 Term. The term of the Association shall be perpetual, unless otherwise sooner terminated.

11.2 Dissolution. The Association may be dissolved upon the vote of seventy-five percent (75%) of all votes entitled to be cast by Members, or upon with written assent of owners entitle to cast such votes. In the event of dissolution of the Association, except as provided hereinabove, any owner of any parcel or the Declarant under the Declaration may petition a court of competent jurisdiction for the appointment of a receiver to manage the affairs of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, including reinstatement of the Association as an active Florida not-for-profit corporation. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE XII
INCORPORATOR**

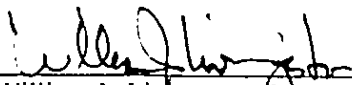
The name and address of the incorporator of the Association are as follows:

William I. Livingston	201 East Joel Boulevard
	Lehigh Acres, Florida 33936

**ARTICLE XIII
REGISTERED AGENT**

The street address of the Association's initial registered office is 201 East Joel Boulevard, Lehigh Acres, Florida 33936, and the name of its initial registered agent at that address is Janet Allison.

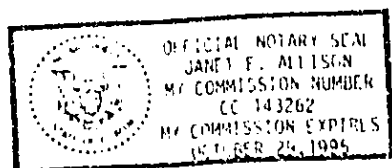
IN WITNESS WHEREOF, the said incorporator has hereunto affixed his signature on this 10th day of January, 1995.



William I. Livingston, Incorporator

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Articles of Incorporation were acknowledged before me this 10th day of February, 1995, by William I. Livingston, who is personally known to me or who has produced (personally known) as identification.



Janet E. Allison
(Signature of Notary Public)

Janet E. Allison

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No. CC 143262

My commission expires:

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

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

LEE BOULEVARD TRADE CENTER OWNERS' ASSOCIATION, INC. desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 201 East Joel Boulevard, Lehigh Acres, Florida 33936, has named Janet Allison 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 agree to act in such capacity, agree to comply with the provisions of all applicable laws and I state that I am familiar with and accept the obligations of my position in accordance with 617.0501, Florida Statutes.

By: Janet Allison

Print Name: Janet Allison

Dated: February 10, 1995

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