

SWALM & MURRELL, P.A.
ATTORNEYS AT LAW

2375 Tamiami Trail North, Suite 308
Naples, Florida 34103
Telephone (941) 434-0800
Facsimile (941) 434-8433

John M. Swalm III
Robert E. Murrell
Robert C. Samouce

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 30 AM 10:27

Philip M. Francoeur,
of Counsel

John F. Forsyth
Retired

N9800000/905

March 26, 1998

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

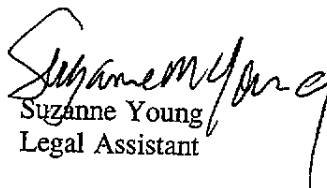
400002472334--4
-03/30/98--01086--014
****122.50 ****122.50

Re: Articles of Incorporation;
Veranda I at Arbor Lakes, Association, Inc.
Cypress Pointe I at Carlton Lakes Association, Inc.
Cypress Pointe at Carlton Lakes Commons, Inc.

Enclosed please find the original and one copy of the above-referenced documents. Please file them with your office and return a certified copy to our office at your earliest convenience. Our checks in the amount of \$122.50 per corporation are enclosed.

Thank you.

Sincerely,


Suzanne Young
Legal Assistant

/smy
Encs.

**ARTICLES OF INCORPORATION
OF
CYPRESS POINTE AT CARLTON LAKES COMMONS, INC.**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 30 AM 10:27

Pursuant to Section 617.02011, Florida Statutes, these Articles of Incorporation are created by Christopher Claussen, 2405 Piper Blvd., Naples, Florida 34110, as sole Incorporator, for the purposes set forth below.

ARTICLE I

NAME AND ADDRESS: The name of the Corporation is Cypress Pointe at Carlton Lakes Commons, Inc., and its address is 2405 Piper Blvd., Naples, Florida 34110.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Corporation is organized is to provide an entity for the ownership, maintenance and operation of certain recreational and other common facilities serving the Cypress Pointe Complex, located in Collier County, Florida. The Cypress Pointe Complex consists of the land described in Exhibit "H-1" to the Declaration of Covenants for the Cypress Pointe at Carlton Lakes Commons, to which these Articles of Incorporation are attached as Exhibit "H-3" (the "Declaration of Covenants"), and the improvements to be constructed thereon.

The Corporation is organized and shall exist on a non-stock basis as a Florida corporation not for profit. No income of the Corporation shall be distributed or inure to the private benefit of any member, director or officer. All funds and the title to all property acquired by the Corporation shall be held for the benefit of the Members and their respective unit owners in accordance with the provisions of these Articles of Incorporation and the Bylaws. For the accomplishment of its purposes, the Corporation shall have all of the common law and statutory powers and duties of a Florida corporation not for profit, except as limited or modified by the Declaration of Covenants, and these Articles or the Bylaws, including without limitation the following powers:

(A) To own, acquire and convey land, and to operate, maintain, and manage those lands owned or to be owned by the Corporation and such other lands which the Corporation is responsible to maintain, including the land described in Exhibit "H-2" to the Declaration of Covenants.

(B) To operate, maintain, manage and keep in good repair, improvements and amenities upon lands owned by the Corporation and upon lands which the Corporation is responsible to maintain, including, without limitation, swimming pool, tennis court, common roads and streets, and parking areas, for the use of the Corporation's members and their respective unit owners.

(C) To landscape all lands owned by the Corporation, and to all lands which the Corporation is responsible to maintain, and to contribute to the artistic and architectural building and construction standards of all lands owned or maintained by the Corporation, and all buildings and improvements situate, lying and being within that area of Collier County, Florida, described in Exhibit "H-2" to the Declaration of Covenants.

(D) To make available to the Members of the Corporation and their respective unit owners, services and facilities for the enjoyment of the properties herein mentioned, and to promote the social welfare, security, pleasure, recreation, entertainment, and common good of the Members and their respective unit owners.

(E) To assess against the Members of the Corporation, fees for the operation and maintenance of the Corporation in order to enable the Corporation to perform its purposes as set forth in the Declaration of Covenants, herein, and in the Bylaws of the Corporation, and such other purposes as may be allowed by law.

(F) To borrow or raise money for any of the purposes of the Corporation and from time to time without limit as to amount; to draw, make, accept, endorse, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, by mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Corporation.

(G) To participate in mergers and consolidations with other Neighborhood Associations organized for the operation of property within or without the Cypress Pointe Complex, or annex additional property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of all of the members.

(H) To construct on the lands owned by the Corporation a manager's office or residence, or to purchase a dwelling unit within the Cypress Pointe Complex for such purpose, if deemed desirable by the Board of Directors.

ARTICLE III

MEMBERSHIP:

(A) The members of this Corporation shall be any Florida corporation not for profit which is created for the purpose of operating a Neighborhood within the Cypress Pointe Complex. If any of the members is voluntarily dissolved, that association's membership shall be transferred to another corporation, or to a trustee, which shall have and exercise such association's membership rights, obligations and privileges as long as this Corporation exists.

(B) Whenever a vote of the Members is required, each Member shall be entitled to one vote in Corporation matters for each dwelling unit it operates. The manner of exercising voting rights shall be as set forth in the Bylaws.

(C) The share of a Member in the funds and assets of the Corporation cannot be assigned, withdrawn or transferred in any manner except as an appurtenance to the property the Association operates.

ARTICLE IV

DIRECTORS AND OFFICERS: The affairs of the Corporation shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors may be, but do not have to be, officers or directors of their respective Associations. Directors shall be appointed or elected by the members in the manner set forth in the Bylaws. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws. The business of the Corporation shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its annual organizational meeting, and shall serve at the pleasure of the Board.

ARTICLE V

TERM: The term of the Corporation shall be perpetual.

ARTICLE VI

BYLAWS: The Bylaws of the Corporation may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

AMENDMENTS:

(A) These Articles of Incorporation may be altered or amended at any regular or special meeting of the members, provided that:

(1) written notice of the meeting is given in the manner provided for in the Bylaws, and the notice contains the full text of the proposed alteration or amendment; and

(2) the proposed alteration or amendment is approved by the affirmative vote of at least a majority of the voting interests.

(B) No amendment of these Articles or of the Bylaws shall be effective to change the voting rights of any member, or to change the proportion or percentage by which a member shares the expenses of the Corporation, unless that member consents thereto.

(C) An amendment shall become effective after filing with the Secretary of State and after being recorded in the Public Records of Collier County, Florida. For recording purposes, the amendment shall be attached to a certificate executed by the officers of the Corporation with the formalities of a deed. The certificate must identify the book and page of the Public Records where the original Declaration of Covenants for Cypress Pointe at Carlton Lakes Commons was recorded.

ARTICLE VIII

INITIAL DIRECTORS: The initial Directors of the Association shall be:

Christopher G. Claussen
2405 Piper Blvd.
Naples, Florida 34110

Robert G. Claussen
2405 Piper Blvd.
Naples, Florida 34110

Jack Sterling
2405 Piper Blvd.
Naples, Florida 34110

ARTICLE IX

INITIAL REGISTERED AGENT:

The initial registered office of the Association shall be at:

2375 Tamiami Trail N., Suite 308
Naples, Florida 33940

The initial registered agent at said address shall be:

Swalm & Murrell, P.A.

ARTICLE X

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, officer and volunteer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.

(B) Violation of criminal law, unless the person seeking indemnification had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the person seeking indemnification derived an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and wilful disregard for human rights, safety or property, in an action by or in the right of someone other than the association or a member.

(E) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification is subject to the finding by at least a majority of the disinterested Directors that the settlement is in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

WHEREFORE the Incorporator has caused these presents to be executed this 26th day of MARCH, 1998.


Christopher Claussen

STATE OF FLORIDA
COUNTY OF COLLIER

The execution of the foregoing instrument was acknowledged before me this 26th day of MARCH, 1998, by Christopher Claussen. He is personally known to me or did produce _____ as identification.




Notary Public

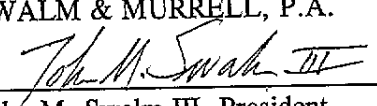
Print name: _____

SEAL

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for CYPRESS POINTE AT CARLTON LAKES COMMONS, INC., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

SWALM & MURRELL, P.A.


John M. Swalm III, President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 30 AM 10:27