

**ARTICLES
OF
INCORPORATION**

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OF

EDEN AT THE STRAND HOMEOWNERS' ASSOCIATION, INC.

Pursuant to Section 617.0202 of the Florida Statutes, these Articles of Incorporation are executed by Apple Development Corporation, a Florida corporation, 2033 Trade Center Way, Naples, Florida 34109, as sole incorporator, for the purposes set forth below.

ARTICLE I

NAME AND ADDRESS

The name of the corporation, herein called the "Association", is Eden At The Strand Homeowners' Association, Inc. The mailing address and street address of the principal office of the corporation is initially 2033 Trade Center Way, Naples, Florida 34109.

ARTICLE II

PURPOSE AND POWERS

The purpose for which the Association is organized is to provide an entity pursuant to Florida law as a corporate residential property owners' association for the operation of the Eden At The Strand Homeowners' Association located in Collier County, Florida.

The Association is organized and exists upon a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed to or inure to the private benefit of any member, director, or officer of the Association. For the accomplishment of its purposes, the Association has all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the By-Laws of Eden At The Strand Homeowners' Association, Inc. and the Declaration of Restrictive Covenants for Eden At The Strand. It has all of the powers and duties reasonably necessary to operate said association, including but not limited to the following:

A. To make and collect assessments, including by assessment liens, against members of the Association or borrow money to pay the costs, expenses, and losses of the Association, and to use the proceeds of assessments in the exercise of its powers and duties.

B. To acquire or hold in trust, for the use and benefit of residents of Eden At The Strand, Association property, and to maintain, repair, replace, improve, sell and operate the Association, its common property and any entry gate and pay any utility charges or other expenses or taxes in connection therewith, to acquire and maintain roads and common areas in Eden At The Strand, and to maintain individual lots of owners including mowing and landscaping and to maintain the exterior of homes, including the roof and driveway.

C. To purchase insurance upon the Association property or for the protection of the Association and its members, including bonding management.

D. To reconstruct Association improvements after casualty and to make further Association improvements to the common property.

E. To make, amend, and enforce reasonable rules and regulations governing the use of the Association property and homes located in Eden At The Strand, including architectural control.

F. To operate, maintain, manage, repair and replace and pay the costs of all roads, landscaping, gardening and other services benefiting the common properties, and all facilities thereon and surface water management systems, drainage, street lighting and any entry gate;

G. To enforce the provisions of Florida law, the Declaration of Restrictive Covenants for Eden At The Strand, these Articles, the By-Laws and Rules of the Association.

H. To contract for the management and maintenance of the Association and its property and to delegate any powers and duties of the Association in connection therewith, except such as are specifically required to be exercised by the Board of Directors or the membership of the Association.

I. To enter into contracts and employ accountants, attorneys, architects, and other professional personnel to perform the services required for the Association's proper operation.

J. To promote the health, safety and welfare of residents of Eden At The Strand, and sue and be sued with respect to the corporation exercising its powers and duties.

K. All funds and the title to all property acquired by the Association are held for the benefit of its members in accordance with the provisions of the Declaration of Restrictive Covenants, these Articles of Incorporation, and the By-Laws of the Association and Florida law.

L. If the Developer holds lots for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a lot owner for capital improvements; and

(2) Any action by the Association that would be detrimental to the sale of lots by the Developer. An increase in assessments for common expenses without discrimination against the Developer is deemed not to be detrimental to the sale of lots.

ARTICLE III

MEMBERSHIP

A. The members of the Association consist of all record owners of a fee simple interest or a fractional undivided fee simple interest or a life estate in one or more lots in Eden At The Strand, and as further provided in the By-Laws.

B. Change of membership in the Association is established by recording in the Public Records of Collier County, Florida, a deed or other instrument concerning ownership of a Eden At The Strand lot and by the delivery to the Association of a copy of such instrument.

C. The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to the member's lot. Membership rights including voting rights may be suspended by the Board of Directors if the member has failed to pay any Association assessments or charge or violated any rules or regulations of the Board.

D. The owners of each lot, collectively, are entitled to one vote in Association matters as set forth in the Declaration of Restrictive Covenants and By-Laws. The manner of exercising voting rights is as set forth in the By-Laws.

ARTICLE IV

TERM

The term of the Association is perpetual commencing on the date of execution of these Articles of Incorporation. The Association may be dissolved with the assent of not less than two-thirds (2/3rds) of the voting interests. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency or to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE V

BY-LAWS

The By-Laws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

AMENDMENT

Amendments to these Articles are proposed and adopted in the following manner.

A. Proposal. Amendments to these Articles may be proposed by a majority of the Board or by petition of the owners of one-fourth of the lots by a written instrument signed by them.

B. Notice. When any amendment or amendments to these Articles is proposed by the Board or lot owners, such proposed amendment or amendments shall be transmitted to the President of the Association, who shall thereupon determine which of the methods in paragraph C below shall be used for voting. The appropriate notices and copies of the proposed amendment(s) shall be mailed to the members of the Association not more than sixty (60) days after transmittal to the President.

C. Vote. Except as otherwise required by Florida law, these Articles of Incorporation may be amended by vote of two-thirds of the voting interests present and voting at any annual or special meeting at which there was a quorum, or by approval in writing of the owners of two-thirds of the lots without a meeting, provided that notice of any proposed amendment(s) has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment(s).

D. Effective. An amendment becomes effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE VII

DIRECTORS AND OFFICERS

A. Number of Directors. The affairs of the Association are administered by a Board of Directors consisting of the number of directors determined by the By-Laws, which is initially three and shall never be less than three directors nor more than five directors. Directors must be members of the Association or spouses of such members, except for those directors appointed by the Developer.

B. Election of Directors. Directors of the Association are elected in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors are filled in the manner provided by the By-Laws.

C. Officers. The business of the Association is conducted by the officers designated in the By-Laws. The officers are elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and serve in accordance with the provisions of the By-Laws. The names and addresses of the officers who serve until their successors are designated by the Board of Directors are:

Stanley V. Richards
2033 Trade Center Way
Naples, Florida 34109

President, Vice President, Secretary &
Treasurer

ARTICLE VIII

INITIAL DIRECTORS

The initial directors of the Association who hold office until their successors are elected and qualified or until removal or resignation are:

Stanley V. Richards
2033 Trade Center Way
Naples, Florida 34109

Jerolee N. Richards
2033 Trade Center Way
Naples, Florida 34109

Todd J. Richards
2033 Trade Center Way
Naples, Florida 34109

ARTICLE IX

INITIAL REGISTERED AGENT

The initial registered office of the Association is at 2033 Trade Center Way, Naples, Florida 34109.

The initial registered agent at that address is Stanley V. Richards.

ARTICLE X

INDEMNIFICATION

The Association shall indemnify any director and officer, and any former officer or director of the Association against all expenses, costs, damages and liabilities including attorneys' fees, actually and reasonably incurred by or imposed in connection with any action or inaction concerning the corporation taken while acting as an officer or director or any legal proceeding (or settlement or appeal of such proceeding) to which the person may be a party because of his being or having been a director or officer of the Association. The foregoing right of indemnification does not apply to:

- (1) Gross negligence or willful misconduct in office by any director or officer;
- (2) Any criminal action, unless the director or officer acted in good faith and in a manner he reasonably believed was in, or not opposed to, the best interests of the Association, and had no reasonable cause to believe his action was unlawful;

An officer or director shall not be liable to the corporation for any loss or damage sustained by it for action taken or omitted by him if he in good faith exercised the care of a prudent man, in good faith acted or failed to act based upon advice of counsel for the corporation or on the books and records of the corporation, or followed what he believed to be sound accounting and business practice.

To the extent that a director or officer has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

The foregoing rights of indemnification are in addition to and not exclusive of all other rights to which such director or officer may be entitled.

WHEREFO, the incorporator has caused these presents to be executed this 1st day of March, 1999.

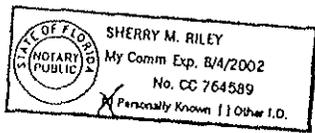
Apple Development Corporation
a Florida corporation

By:

Stanley V. Richards
Stanley V. Richards, President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was freely executed and acknowledged before me this 1st day of March, 1999, by Stanley V. Richards, as President of Apple Development Corporation, a Florida corporation to me personally known and who did take an oath, being duly authorized on its behalf.



Sherry M. Riley
NOTARY PUBLIC

My Commission Expires:

ACCEPTANCE OF RESIDENT AGENT

I, STANLEY V. RICHARDS, agree to serve as resident agent and accept service for EDEN AT THE STRAND HOMEOWNERS' ASSOCIATION, INC., at its registered office and am familiar with and agree to comply with the provisions of Sections 48.091 and 607.0505 of the Florida Statutes in keeping said office open.

Dated this 1st day of March, 1999.

Stanley V. Richards
STANLEY V. RICHARDS