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THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 126617 5801A

AUTHORIZATION :

Patricia Pizant

COST LIMIT : \$ 78.75

ORDER DATE : February 8, 1999

ORDER TIME : 12:57 PM

ORDER NO. : 126617-005

CUSTOMER NO: 5801A

000002768170--9

CUSTOMER: Peter J. Gravina, Esq
PAVESE GARNER HAVERFIELD
PAVESE GARNER HAVERFIELD

1833 Hendry Street
Fort Myers, FL 33901-3095

DOMESTIC FILING

NAME: SOUTHWIND OWNERS ASSOCIATION
AT FORT MYERS, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
_____ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
_____ PLAIN STAMPED COPY
_____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

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DIVISION OF CORPORATIONS
99 FEB -8 PM 5:33

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ARTICLES OF INCORPORATION
OF
SOUTHWIND OWNERS ASSOCIATION AT FORT MYERS, INC.

I, the undersigned acting as incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I
CORPORATE NAME

The name of this corporation (hereinafter called Association) is SOUTHWIND OWNERS ASSOCIATION AT FORT MYERS, INC.

ARTICLE II
TERM OF EXISTENCE

The existence of the Association will commence upon the filing of these Articles with the Department of State of the State of Florida and shall continue thereafter in perpetuity.

ARTICLE III
PRINCIPAL OFFICE

The principal office of the Association is located at 1833 Hendry Street, Fort Myers, Florida 33901, and the mailing address is the same.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the single family dwelling site, and such other products as Developer may choose to incorporate in the development in the future (collectively known as "Lots") and common elements, now and hereinafter included within that certain tract of real property located in Lee County, Florida, which is known as "SOUTHWIND" development, and to promote the health, safety, and welfare of the residents within the above-described development; and such additions thereto as may hereafter be brought within the jurisdiction of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHWIND ("DECLARATION") of the Development, primarily by means of the acquisition, construction, management, maintenance and care of real and personal property which is owned by either the Association or by Owners in common, made available for the common benefit of all members of the Association and is of a nature that tends to enhance the beneficial enjoyment of the private residences of the Owners, or, which is owned privately by an Owner, to the extent that the condition of such property affects the overall attractiveness and desirability of the lots comprising

such Development. In the furtherance of such purpose, but without limitation to the powers and authorities of the Association, the Association shall have the power:

- (a) To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in that certain DECLARATION, applicable to the property and to be recorded in the Office of the Clerk of Circuit Court, Lee County, Florida, as the same may be amended from time to time as therein provided, said DECLARATION being incorporated herein as if set forth in full;
- (b) To fix and make assessments against each Lot included in the Development as provided in the Declaration and collect the assessment made against a Lot, together with the costs of collection, including a reasonable attorney's fee, and interest thereon from the date due at the maximum rate then allowable by law, from the Owner or Owners thereof by any lawful means, including the foreclosure of the lien which the Association has against the Lot for the payment of assessments;
- (c) To pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the Association;
- (d) To acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real and personal property in connection with the affairs of the Association;
- (e) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;
- (f) To operate and maintain common property, specifically including, but not limited to, the Surface Water Management System as permitted by the South Florida Water Management District, including all lakes, retention areas, landscaping, buffer, conservation easements and areas, conveyances, culverts and related appurtenances;
- (g) To make, amend, impose and enforce by any lawful means, reasonable rules and regulations with respect to the use of the Common Areas and Association Property;
- (h) To sue and be sued;
- (i) To contract with others to do and perform any of the functions and obligations of the Association;
- (j) To borrow money from such lenders and upon such terms as the Association may deem appropriate and, subject to the consent by vote or written instrument of

two-thirds (2/3) of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred; including the right of the Association to make and collect assessments, as security for the repayment thereof;

(k) To use and expend the proceeds of assessments and borrowings to pay the debts and obligations of the Association and otherwise in a manner consistent with the purposes for which this Association is formed;

(l) To review the plans and specifications of proposed improvements intended to be constructed on any Lot to determine whether they comply with the terms and provisions of the DECLARATION which have been or will hereafter be recorded among the public records of said County as the same may from time to time be amended, and, if they comply, approve them, and if they do not comply, disapprove them;

(m) To maintain, repair, replace and operate the areas within the Development intended for the common use and benefit of the Owners, to the extent not maintained by others, including, but without limitation, the lakes, ditches, canals and other water retention and drainage systems, preservation and conservation areas, the streets, curbs, gutters, medians, entryway wall, common sewers and storm sewers and the other common utilities, including common telephone, cable television and electric transmission cables;

(n) To purchase and maintain one or more insurance policies insuring Association property against loss, damage or destruction and insuring the Association against liability to others;

(o) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property or common elements, provided that any merger or consolidation shall have the assent by vote or written instrument of two-thirds (2/3) of each voting class of members, except as may be otherwise provided in the DECLARATION.

(p) To do and perform anything required by these Articles, the Bylaws or the DECLARATION to be done by an Owner, but not done timely by the Owner, at the cost and expense of the Owner; and

(q) To do and perform any obligations imposed upon the Association by the DECLARATION and to enforce by any legal means the provisions of these Articles, Bylaws and the DECLARATION. To have and exercise any and all power, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the DECLARATION, and no part of any net earnings of the Association will inure to

the benefit of any member. The foregoing specific duties and responsibilities are not to be construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all of the powers conferred upon Associations so formed.

ARTICLE V MEMBERSHIP

Every record Owner of a Lot including those lots which have not been constructed but which may be developed under the Development Plan, which is then part of the Properties, shall be a Member of the Association, provided that any such person or entity, including any mortgagee, who holds an interest merely as security for the performance of an obligation shall not be a Member.

ARTICLE VI VOTING

The Association shall have the following two classes of voting membership:

(a) Class A. Class "A" Members shall consist of all Owners of Lots within the Properties. Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership, including those Lots which have not been constructed but which may be developed under the Development Plan. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote of such Lot shall be exercised as they determine, but in no event shall the vote cast with respect to any such Lot exceeds the number of votes determined for that Lot in accordance with these Articles and the DECLARATION.

(b) Class B. The Class "B" Members shall consist of the Developer, FDR PROPERTIES, L.L.C., a Minnesota limited liability company ("Developer"), or any assignee, successor, designee or nominee of the Developer to whom the Developer has assigned all or part of its rights. The Developer shall have the same number of votes at any meeting in which votes are to be taken as is held by all Class A Members plus one vote. Class B membership shall terminate and be converted on a Lot basis to Class A Members when the Developer no longer owns any property in the Southwind Development for sale in the ordinary course of business or on such earlier date as the Developer may elect to terminate its Class B Membership.

In the event the development is not built to its maximum density under the DECLARATION, then the Association shall have a reduced number of votes.

(c) Any action which could be taken by Owners at a membership meeting may be taken without necessity of a meeting if approved in writing by Owners having the right to cast sufficient votes to approve the action if taken at a meeting.

ARTICLE VII
BYLAWS AND AMENDMENT TO ARTICLES

The Bylaws will be adopted and may be amended by the Directors or the Members, consistent with these Articles, the Bylaws and the DECLARATION, except that those adopted by the members may only be altered, amended or repealed by the Members. These Articles may be amended by the Board of Directors with the approval of Members entitled to cast more than fifty percent (50%) of the votes at a meeting. Notwithstanding the foregoing, neither the Articles nor the Bylaws may be amended without the consent and approval of the Developer, as long as the Developer owns a Lot, or other real property which is included in the Development and the consent of the "Land Mortgagee", if any, and its successors and assigns, and any replacement lender having loaned funds to FDR PROPERTIES, L.L.C. for Developer's acquisition and/or development of the Southwind Development, as long as there shall remain outstanding any indebtedness of Developer or its successors secured by a mortgage in favor of the Land Mortgagee or its successors or assigns on all or a portion of the property comprising the Southwind Development; provided, however, that notwithstanding anything in this Paragraph or elsewhere in these Articles to the contrary, the acquisition by such lender of any or all of Developer's rights under the Declaration of Covenants, Conditions and Restrictions for Southwind (by virtue of assignment, pledge, succession or otherwise) shall not alter, waiver or impair by reason of "merger" or otherwise, any other rights granted to the Land Mortgagee herein or in any other document (even if the Land Mortgagee becomes the Developer). Land Mortgagee shall enjoy all rights as an institutional mortgagee, provided that the foregoing shall not limit any other rights specifically granted to Land Mortgagee herein or any other documents pertaining to any part of the Southwind Development.

ARTICLE VIII
DIRECTORS

The affairs of the Association will be managed by a Board of Directors consisting of three (3) members, initially. The number of members constituting the Board of Directors may, from time to time, be increased or decreased by the members, as may be provided in the Bylaws, but will never be less than three (3).

(a) TERMS OF OFFICE. Directors will generally serve a term of one (1) year each and shall be elected at the annual meeting of the membership. However, the members of the Board of Directors will serve until their successors are elected and qualify and may be re-elected for additional terms. In the case of a vacancy upon the Board of Directors, whether occasioned by the resignation or removal of a member or the creation of a new Directorship, the vacancy will be filled by the person elected by the remaining Board of Directors and the newly appointed member will serve until the next election of Directors.

(b) ELECTION BY MEMBERS. Members of the Board of Directors will be elected by the membership (including the Developer, as an Owner and as a member of the Corporation, by reason of being an Owner). Every Director elected will be either a member of the corporation, or, in the case of an entity member, an Officer, general partner or trustee of that member,

as the case may be. All elections will be by plurality of votes, and the member of the Board of Directors receiving the largest number of votes shall be the Chairman of the Board of Directors.

(c) INITIAL CONTROL BY DEVELOPERS. Notwithstanding the other provisions contained in these Articles to the contrary, Developer will determine the number of Directors (which will not be less than three) and appoint the members of the Board of Directors, whether or not such appointees are Owners, until the Developer either relinquishes that right, or there ceases to be Class B Members. The designated Directors need not be members of the Master Association (Class A Members).

(d) The names and addresses of the persons who shall serve as Directors until the first election are:

<u>Name</u>	<u>Address</u>
Rick D. Murray	15 Choctaw Circle Chanhassen, MN 55317
David A. Williams	1535 Bavarian Shores Drive Chaska, MN 55318
Ralph Munsterteiger	P.O. Box 7249 Fort Myers, FL 33919

ARTICLE IX OFFICERS

The Association will have a President, a Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other Officers as the Board of Directors may from time to time by resolution create. Two or more offices may be held by the same person, except as may be prohibited by law or in the Bylaws. Officers will be elected by the Board of Directors for a term of one (1) year, at the first meeting of the Board of Directors following each annual meeting of the members, but may be removed with or without cause by the Directors at any time.

The names of the Officers who are to serve until the first election are:

<u>Name</u>	<u>Address</u>
Rick D. Murray, President	15 Choctaw Circle Chanhassen, MN 55317
David A. Williams, Vice President	1535 Bavarian Shores Drive Chaska, MN 55318

Ralph Munsterteiger,
Secretary/Treasurer

P.O. Box 7249
Fort Myers, FL 33919

ARTICLE X
INDEMNIFICATION OF OFFICERS AND DIRECTORS

(a) The Association hereby indemnifies any Directors or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(i) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association, to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act allowed to have been committed by such person in his or her capacity as Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceedings by judgment order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he or she had reasonable grounds for belief that such action was unlawful.

(ii) By or in the right of the Association to procure a judgment in its favor by reason of his or her being or having been a Director or Officer of the corporation or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he serves at the request of the Association, against the expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he or she had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by

a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

(c) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XI
TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or Officers are Directors or Officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participated in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or her votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract of transaction.

ARTICLE XII
DISSOLUTION OF ASSOCIATION.

No portion of the net earnings of the Association will inure (upon dissolution of the Association or otherwise) to the benefit of any private person, other than as a direct result of the Association engaging in one or more of the activities which are consistent with and within the scope of its purpose. Subject to the foregoing, upon the dissolution of the Association, all of its assets remaining after adequate provision is made for the payment of its creditors and the costs and expenses of dissolution will be distributed in the following manner:

(a) SURFACE WATER MANAGEMENT SYSTEM. Property and interests in property, whether real, personal or mixed, which constitutes or is directly or indirectly related to the Surface Water Management System, if any, will be dedicated to the appropriate governmental agency or contributed to a similar non-profit corporation or organization as required by the South Florida Water Management District, if any. This provision may not be amended without the consent and approval of South Florida Water Management District.

(b) OTHER PROPERTY. Property and interests in property, whether real, personal, or mixed, which do not constitute or which are neither directly or indirectly related to the Surface Water Management System, if any, will be distributed in the following manner:

(i) DEVELOPER'S DESIGNEE. To the person, firm or corporation designated by the Developer.

(ii) OWNER'S DESIGNEE. If the Developer fails or refuses to make any such designation, then, to the person, firm or corporation designated by the largest number of owners entitled to cast votes on matters coming before the membership who actually cast votes.

ARTICLE XIII
DECLARATION OF INTENTION.

The Incorporators and the Developer intend that the Association be eligible for treatment as a tax-exempt organization described in Section 528 of the Internal Revenue Code, as amended, or in the corresponding provisions of any subsequent legislation ("HOMEOWNERS ASSOCIATION").

(a) RESTRICTIONS ON ASSOCIATION'S ACTIVITIES. Notwithstanding any other provisions contained in these Articles, the Association may only engage in those activities, matters and things which Homeowners Associations so exempt from taxation are permitted to engage in.

(b) INTERPRETATION. The Articles of Incorporation of the Association will be construed and interpreted in a manner consistent with the requirements for Homeowners Associations to be tax-exempt. By way of illustration, Article XII will be construed and interpreted as prohibiting and not otherwise permitting any part of the net earnings of the Association to inure to the benefit of any private person other than as a direct result of the Association engaging in one or more exempt functions, as required by Treasury Regulation §1.528-7.

ARTICLE XIV
SUBSCRIBER

The name and address of the subscriber of these Articles of Incorporation is as follows:

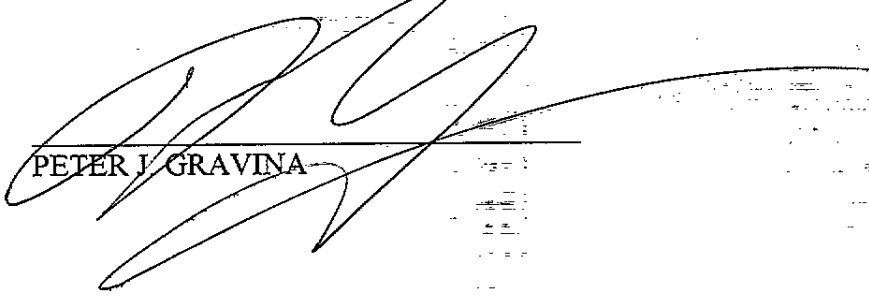
<u>Name</u>	<u>Address</u>
Peter J. Gravina	1833 Hendry Street Fort Myers, FL 33901

ARTICLE XV
REGISTERED AGENT & OFFICE.

The name of the Association's initial registered agent and its initial registered office is as follows:

Peter J. Gravina	1833 Hendry Street Fort Myers, FL 33901
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IN WITNESS WHEREOF, the said subscriber has hereto set his hand and seal this 4th
day of February, 1999.

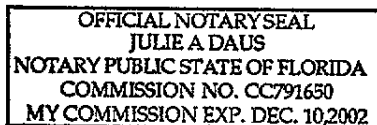

PETER J. GRAVINA

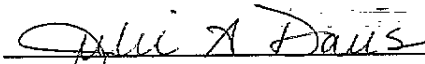
STATE OF FLORIDA
COUNTY OF LEE

Before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared Peter J. Gravina, to me known to be the person described as incorporator in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed and subscribed to these Articles of Incorporation.

Witness my hand and official seal in the county and state named above this 4th day of February, 1999.

(Notary Seal)



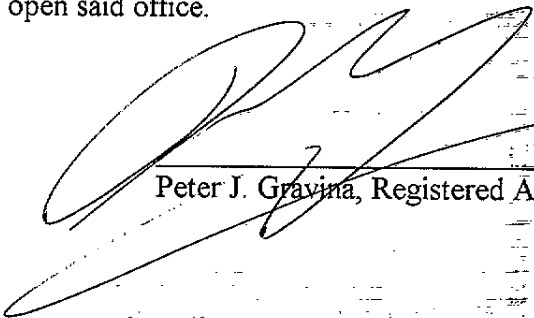

Notary Public, State of Florida JULIE A. DAUS
My commission no. is: CC791650
My commission expires: 12/10/02

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance, with said Act:

First--That SOUTHWIND OWNERS ASSOCIATION AT FORT MYERS, INC. desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at City of Fort Myers, County of Lee, State of Florida, has named PETER J. GRAVINA, located at 1833 Hendry Street, City of Fort Myers, County Lee, State of Florida 33901, as its agent to accept service of process within this State.

ACKNOWLEDGMENTS:

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



Peter J. Gravina, Registered Agent

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