FAX AUDIT NUMBER: (((H02000183712 7)))

ARTICLES OF INCORPORATION
OF
TAMIAMI CO-OP, INC.
(A Corporation Not-for-Profit)

FILED
02 AUG 20 PM 4:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, desiring to form a corporation not-for-profit in accordance with the laws of the State of Florida, in compliance with the requirements of Chapters 617 and 719, Florida Statutes, does hereby certify the following for Tamiami Co-Op, Inc. (the "Corporation"):

ARTICLE 1
RECITALS

1.1 Tamiami Village is a residential manufactured housing community located in Lee County, Florida ("Tamiami Village"), as more particularly described in the bylaws of the Corporation (the "Bylaws"). Within Tamiami Village there exists a rental community (the "Rental Community") comprised of certain leasehold lots (individually, a "Leasehold Lot", and collectively, "Leasehold Lots", and when used in the context of the Cooperative, as hereinafter defined, "Cooperative Lot") which are leased by mobile home tenants ("Leaseholders") from the owner of Tamiami Village, pursuant to Chapter 723, Florida Statutes.

1.2 Tamiami Master Association, Inc., a Florida corporation not-for-profit (the "Master Association"), has been formed for the purpose of purchasing and taking title to Tamiami Village, (excluding certain platted lots located within the subdivision portion of Tamiami Village which are owned in fee simple by certain lot owners). The property to be purchased by the Master Association shall hereinafter be referred to as the "Master Association Property", and is more particularly described in the Bylaws.

1.3 Certain Leaseholders within the Rental Community (the "Members") desire to assist the Master Association in purchasing the Master Association Property, by contributing the sum of Twenty-Five Thousand and No/100 Dollars ($25,000.00) each. These Members have, therefore, formed the Corporation. The Corporation shall operate as a leasehold cooperative (the "Cooperative"), in which each Member shall be entitled to membership, and each Leasehold Lot of each Member shall be transferred to cooperative ownership and thereafter be a Cooperative Lot.

Prepared by:
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1.4 The Corporation shall ground lease those certain Leasehold Lots (to be operated as the Cooperative Lots) from the Master Association, located in that portion of the Rental Community which consists of the Member's Leasehold Lots (the "Cooperative Property"), pursuant to that certain Ground Lease and License Agreement (the "Ground Lease"), by and between the Master Association, as lessor, and the Corporation, as lessee, dated effective August 28, 2002. The Cooperative Property is more particularly described in the Ground Lease.

1.5 Each Member shall enter into an occupancy agreement ("Occupancy Agreement") with the Corporation for the use and occupancy of their Cooperative Lot, based upon the Declaration of Master Form Occupancy Agreement (the "Declaration") attached to the Bylaws as an exhibit and incorporated herein by this reference, as same may be amended from time to time.

1.6 Each Member is required to pay a monthly co-op fee (the "Co-Op Fee"), pursuant to the Declaration. The initial Co-Op Fee shall be Seventy-Five and No/100 Dollars ($75.00) per month (for the fiscal year 2002-2003), and shall be subject to increase pursuant to the Bylaws and the requirements of the Master Association.

1.7 The Corporation shall be one (1) of the two (2) sole members of the Master Association. The Board of Directors of the Corporation shall appoint, in accordance with the Bylaws, four (4) of the nine (9) directors of the Board of Directors of the Master Association. In no event shall any Member of the Corporation (i) be deemed a member of the Master Association or (ii) have any voting or other legal rights with respect to the Master Association.

1.8 The Corporation and each Member shall be subject at all times to all documents governing the Corporation (which includes, without limitation, the Bylaws, these Articles of Incorporation, the Declaration, the Occupancy Agreements, the Ground Lease, the Articles of Incorporation of the Master Association, the Bylaws of the Master Association, rules and regulations for Tamiami Village adopted by the Master Association and all of the instruments and documents referred to or incorporated therein including, but not limited to, any amendment(s) thereto).

ARTICLE 2
NAME

2.1 The name of the Corporation is TAMIAMI CO-OP, INC., a Florida not-for-profit corporation.

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ARTICLE 3
OFFICE

3.1 The initial principal office and mailing address of the Corporation, which office and/or mailing address may be changed from time to time by action of the Board of Directors, shall be located at:

16555 North Cleveland Avenue
North Fort Myers, Florida 33903

ARTICLE 4
REGISTERED OFFICE AND AGENT

4.1 The name of the Corporation's initial registered agent and street address of the office of the initial registered agent shall be:

David S. Bernstein, Esq.
Ruden, McClosky, Et. Al., P.A.
150 Second Avenue North, 17th Floor
St. Petersburg, FL 33701

ARTICLE 5
PURPOSE AND POWERS

5.1 The general purpose for which the Corporation is organized is to assist the Master Association in purchasing the Master Association Property, operate the Cooperative, ground lease the Cooperative Property, issue Membership Certificates (hereinafter defined) to Members of the Corporation, and carry out any and all requirements of the Master Association.

5.2 The Corporation shall have the power to transact any or all lawful business for which corporations may be incorporated under Chapter 617, Florida Statutes, except as otherwise required by and/or approved by the Master Association, and shall have all the powers set forth in the Bylaws.

ARTICLE 6
MEMBERSHIP

6.1 The Corporation shall be organized on a nonstock basis and shall issue membership certificates ("Membership Certificates") instead of shares of stock. Up to two hundred twenty-nine (229) Membership Certificates are authorized to be issued.

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6.2 Every Leaseholder who purchases a Membership Certificate in the Corporation (as specifically provided for in the Bylaws) shall be a Member of the Corporation upon qualification. The foregoing is not intended to include persons or entities who hold an interest in a Membership Certificate merely as security for the performance of an obligation. When any Occupancy Agreement is owned of record by two (2) or more persons or other legal entity and such persons also own a Membership Certificate, all such persons or entities shall be considered collectively as a sole Member and shall be entitled to only one (1) collective vote. An occupant of more than one (1) Cooperative Lot shall be entitled to one (1) membership for each Cooperative Lot and shall be entitled to only one (1) vote for each membership. Membership shall be appurtenant to and may not be separated from the Occupancy Agreement and Membership Certificate and may be transferred by the conveyance or other transfer of that Occupancy Agreement and Membership Certificate pursuant to and as determined by the Bylaws.

6.3 Change of membership in the Corporation shall be established by the issuance of a new Membership Certificate in the Corporation and a transfer of the Occupancy Agreement. The Membership Certificate is an essential instrument to a transfer. In order for a transfer to be valid, the transferring Member must produce the Membership Certificate (or post bond if the Membership Certificate is lost or destroyed) and have it transferred on the books of the Corporation. The Corporation, at its sole discretion, may accept an affidavit from the Member, properly witnessed and notarized, to the effect that after diligent search the Member is unable to locate the Membership Certificate and that there are no existing liens or encumbrances on the Membership Certificate. The owner of such Membership Certificate thus becomes a Member of the Corporation and the membership of the prior Member is terminated.

6.4 The membership of a Member, and the interest of a Member in the funds and assets of the Corporation, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Occupancy Agreement and Membership Certificate.

6.5 The owner of each Membership Certificate shall be entitled to one (1) vote as a Member of the Corporation. The manner of exercising voting rights shall be determined by the Bylaws of the Corporation.

ARTICLE 7
BOARD OF DIRECTORS

7.1 The affairs of the Corporation will be managed by a Board of Directors consisting of seven (7) directors. The initial Board of Directors shall serve until the

first annual meeting of the Members (to be held on the third (3rd) Thursday in January 2003). All directors shall be Members of the Corporation.

7.2 Directors of the Corporation, other than the initial directors, shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

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

NAME	ADDRESS
Jules V. Caldwell	#1 Venus Lane N. Ft. Myers, FL 33903
Don Bringman	2 Saturn Circle N. Ft. Myers, FL 33903
William (Bill) Hepner	2 Mercury Lane N. Ft. Myers, FL 33903
Connie Novak	6 Mercury Lane N. Ft. Myers, FL 33903
Carl DeBoer	18 Skyvilla Lane N. Ft. Myers, FL 33903
Max Mollenhour	20 Venus Lane N. Ft. Myers, FL 33903
James Simpson	18 Mercury Lane N. Ft. Myers, FL 33903

7.4 As provided in the Bylaws and in the Master Association Documents, the Board of Directors shall designate four (4) of its directors to serve as directors on the nine (9) member Board of Directors of the Master Association, and to act on behalf of the Corporation at all meetings of the Board of Directors of the Master Association. Such directors shall serve, together with the five (5) other directors of the Board of Directors of the Master Association (as provided in the Master Association Documents), as the Board of Directors of the Master Association.

ARTICLE 8
OFFICERS

8.1 The affairs of the Corporation shall be administered by the Officers 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 Corporation (each election year) and shall serve at the pleasure of the Board of Directors.

8.2 The names and addresses of the initial Officers, who shall serve until their successors are designated by the Board of Directors, unless they sooner die, resign or are removed, are as follows:

NAME/OFFICE	ADDRESS
Jules V. Caldwell President	#1 Venus Lane N. Ft. Myers, FL 33903
Don Bringman Vice President	2 Saturn Circle N. Ft. Myers, FL 33903
Connie Novak Secretary	6 Mercury Lane N. Ft. Myers, FL 33903
William (Bill) Hepner Treasurer	2 Mercury Lane N. Ft. Myers, FL 33903

8.3 All other provisions for membership qualification, the manner of admission to membership, the classes of membership, and the rights and obligations of the Members shall be as determined by the Board of Directors from time to time, and shall be set forth in the Bylaws of the Corporation.

ARTICLE 9
INCORPORATOR

9.1 The name and address of the person signing these Articles is:

David S. Bernstein, Esq.
Ruden, McClosky, Et. Al., P.A.
150 Second Avenue North, 17th Floor
St. Petersburg, FL 33701

ARTICLE 10
DISSOLUTION

10.1 The Corporation may be dissolved with the written consent of not less than two-thirds (2/3) of the votes of the Members entitled to vote. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be either: (a) dedicated to an appropriate public agency to be used for purposes similar to those for which the Corporation was created (in which event, if such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any Member or other private individual); or (b) distributed to the Members pursuant to a plan of distribution created pursuant to Chapter 617, Florida Statutes; or (c) as otherwise permitted by law.

ARTICLE 11
DURATION

11.1 The Corporation shall have perpetual existence, effective upon filing these Articles, subject to the Master Association Documents and the Bylaws.

ARTICLE 12
BYLAWS

12.1 The Bylaws of the Corporation shall be initially adopted by a majority of the Board of Directors. Thereafter, the Bylaws may be altered, amended, or rescinded by a majority of all Members entitled to vote at any regular or special meeting of the membership duly called and convened.

ARTICLE 13
AMENDMENT

13.1 Any amendment to these Articles shall require the assent of a majority of all Members entitled to vote at any regular or special meeting of the membership duly called and convened. If there are no Members, any amendment to these Articles shall require the assent of a majority of the Board of Directors. Notwithstanding the foregoing, these Articles shall not be amended in any manner which would prejudice, abridge or alter the rights of: (i) the Master Association (without its prior written consent); or (ii) the holder of any mortgage or lien affecting all or any portion of the Master Association Property (without its prior written consent).

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ARTICLE 14
INDEMNIFICATION

14.1 Every Director and every Officer of the Corporation shall be indemnified by the Corporation to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or 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 Corporation, whether or not he is a Director or Officer at the time such expenses are incurred; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation, and in the event a Director or Officer admits that he is, or is adjudged, guilty of willful misfeasance, or malfeasance in performance of his duties, the indemnification provisions of this Article 14 shall not apply. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such Director or Officer may be entitled.

ARTICLE 15
NON PROFIT STATUS

15.1 No part of the earnings of the Corporation shall inure to the benefit of any individual or Member. The Corporation shall not carry on propaganda or otherwise act to influence legislation.

ARTICLE 16
INFORMAL MEMBER ACTION

16.1 The holders of not less than a majority of the issued and outstanding Membership Certificates of the Corporation entitled to vote may act by written agreement without a meeting, as provided in Florida Statutes 617.0701 and the Bylaws.

IN WITNESS WHEREOF, for the purpose of forming the Corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of the Corporation, has executed these Articles of Incorporation this 20th day of August, 2002.

DAVID S. BERNSTEIN

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STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned officer, duly authorized to administer oaths and take acknowledgments, personally appeared DAVID S. BERNSTEIN, personally known to me and who, after being duly cautioned and sworn, deposes and says that he has affixed his name to the foregoing Articles of Incorporation of TAMIAMI CO-OP, INC., a Florida not-for-profit corporation, as incorporator of said corporation, for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

My Commission Expires:

Print Name: SUSAN G. SHERMAN
NOTARY PUBLIC

SUSAN G. SHERMAN
MY COMMISSION # DD 003600
EXPIRES: June 16, 2005
Bonded Thru Notary Public Underwriters

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ACCEPTANCE AND ACKNOWLEDGMENT

Pursuant to Section 617.0501, Florida Statutes, I hereby accept to act as registered agent of TAMIAMI CO-OP, INC., and agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties and am familiar with and accept the obligations of Section 607.0505, Florida Statutes.

DAVID S. BERNSTEIN
Registered Agent

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