

Attorneys: This Instrument Was Prepared By
LEWIS F. GUNSTER
GUNSTER, YORANLEY, GUNSER, JOHNSON & WATSON
P.O. Box 1000
Palm Beach, Florida 33400

881279

State of Florida



Department of State

I certify that the following is a true and correct copy of Articles of Consolidation of CRANE CREEK COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., CRANE CREEK RACQUET CLUB PROPERTY OWNERS' ASSOCIATION, INC., all Florida corporations not for profit, consolidating to form CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC. (#745635), a Florida corporation not for profit, filed on the 19th day of January, A.D., 1979, as shown by the records of this office.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 19th day of January, 1979



88 463 1875

Secretary of State

ARTICLES OF CONSOLIDATION
OF
FLORIDA CORPORATIONS NOT FOR PROFIT
INTO
CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC.

Pursuant to the provisions of Section 617.052 of the Florida Corporations Not For Profit Act, CRANE CREEK COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC. and CRANE CREEK RACQUET CLUB PROPERTY OWNERS' ASSOCIATION, INC. hereby adopt the following Articles of Consolidation for the purpose of consolidating them into CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC., a new corporation not for profit:

1. A Plan of Consolidation was assented to by more than two-thirds (2/3) of the members of each of the following corporations not for profit:

Crane Creek Country Club Property Owners' Association, Inc.

Crane Creek Racquet Club Property Owners' Association, Inc.

A copy of the Plan of Consolidation is attached hereto as Exhibit "A" and incorporated herein.

2. The dates of the assent to the adoption of the Plan of Consolidation were:

<u>Name of Corporation</u>	<u>Date of Assent</u>
Crane Creek Country Club Property Owners' Association, Inc.	1/15/79
Crane Creek Racquet Club Property Owners' Association, Inc.	1/15/79

3. The Articles of Incorporation for Crane Creek Property Owners' Association, Inc., the new corporation not for profit are attached hereto as Exhibit "B" and incorporated herein.

Dated this 15th day of January, 1979.

(CORPORATE SEAL)

CRANE CREEK COUNTRY CLUB
PROPERTY OWNERS' ASSOCIATION,
INC.

By: [Signature]

Attest: [Signature]

(CORPORATE SEAL)

CRANE CREEK RACQUET CLUB
PROPERTY OWNERS' ASSOCIATION,
INC.

By: [Signature]

Attest: [Signature]

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Thomas E. Lewis and Dee Baluh of Crane Creek Country Club Property Owners' Association, Inc., who are well known to me to be the persons described in and who subscribed the above Articles of Consolidation, and they did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal in said County and State this 15th day of January, 1979.

(SEAL)

[Signature]
Notary Public
My Commission Expires:

OR
BSC 463 201677

Notary Public, State of Florida at Large
My Commission Expires August 21, 1981
B. Scott through Consulting, Finance & Clerk, Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Thomas E. Lewis and Dee Baluh of Crane Creek Racquet Club Property Owners' Association, Inc., who are well known to me to be the persons described in and who subscribed the above Articles of Consolidation, and they did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal in said County and State this 15th day of January, 1979.

(SEAL)


Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires August 21, 1982
Bounded by the 1925 Comstock, Johnson & Clark, Inc.

EXHIBIT A

PLAN AND AGREEMENT OF CONSOLIDATION

WHEREAS, CRANE CREEK COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC. is a corporation not for profit duly organized and existing under the laws of the State of Florida; and

WHEREAS, CRANE CREEK RACQUET CLUB PROPERTY OWNERS' ASSOCIATION, INC. is a corporation not for profit duly organized and existing under the laws of the State of Florida; and

WHEREAS, said corporations desire to consolidate the property owners' associations under a single corporation; and

WHEREAS, said corporations have agreed to consolidate the two corporations into a new corporation to be known as CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC. upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions contained in this Agreement and in order to consummate the consolidation described above, the parties agree as follows:

1. CRANE CREEK COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC. and CRANE CREEK RACQUET CLUB PROPERTY OWNERS' ASSOCIATION, INC. (the "Constituent Corporations") agree that said corporations shall be consolidated into a new corporation to be known as CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC. (the "New Corporation"), upon the terms and conditions of this Agreement, and they further

agree as follows:

- a. The purposes, the registered agent, the address of the registered office and the number of directors, of CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC. shall be as appears in the Articles of Incorporation attached hereto and incorporated.
 - b. The By-Laws of CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC. shall be adopted by its Board of Directors.
 - c. The persons named as directors in the Articles of Incorporation shall constitute the Board of Directors of CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC. until their successors are duly elected and qualified.
 - d. The persons named as officers in the Articles of Incorporation shall be the officers of CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC.
2. This Agreement shall be submitted to the members of the constituent corporations for their assent in accordance with their Articles of Incorporation and the Florida Corporations Not For Profit Act on such date as the boards of directors of the constituent corporations shall approve and if it is adopted in accordance with the laws of the State of Florida, as promptly as practicable thereafter, that this Agreement has been adopted and approved as above provided shall be certified by their respective secretaries, and this Agreement and appropriate Articles of Consolidation shall be signed, acknowledged and filed pursuant to

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the laws of the State of Florida. The consolidation of the constituent corporations shall become effective upon the filing of this Agreement and appropriate Articles of Consolidation with the Secretary of State of Florida. The date on which the consolidation of the constituent corporations becomes effective is called in this instrument the "effective date" of the consolidation.

3. When this Agreement shall have been approved, signed, acknowledged and filed, the separate existence of the constituent corporations shall cease and they shall be consolidated into the new corporation in accordance with this Agreement, and the new corporation shall continue unaffected and unimpaired by the consolidation and shall possess all of the rights, privileges, powers, franchises, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the constituent corporations so consolidated, and all and singular rights, privileges, powers, franchises, licenses, and registrations of each of the constituent corporations; and all property, real, personal and mixed, and all debts due to any of the constituent corporations on whatever account as well as all other things in action or belonging to each of the constituent corporations shall be vested in the new corporation; and all property, rights, privileges, powers, franchises, licenses and registrations and every other interest thereafter shall be as effectually the property of the new corporation as they were of the respective constituent

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corporations; and the title to any real estate, whether vested by deed or otherwise in any of the constituent corporations under the laws of the State of Florida, shall not revert or in any way be impaired by reason of the consolidation, provided that all rights of creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the new corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The constituent corporations shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida in connection with the contemplated consolidation.

5. Prior to and from and after the effective date the constituent corporations shall take all action necessary or appropriate in order to effectuate the consolidation. In case at any time after the effective date the new corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the new corporation full title to all properties, assets, rights, privileges and franchises of the constituent corporations, the officers and directors of the constituent corporations shall execute and deliver all instruments and take all action the new corporation may determine to be necessary or desirable in order to vest in and

confirm to the new corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

6. Each of the constituent corporations represents and warrants to and agrees with each other as follows:

- a. They are a corporation duly organized, validly existing and in good standing as a corporation not for profit under the laws of the State of Florida, and have full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary.
- b. The execution, delivery and performance of this Agreement has been duly and effectively authorized by their board of directors and will be submitted to the requisite number of members for assent.
- c. They are not, and by the execution and performance of this Agreement, will not be in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party, could result in a default under any

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- outstanding indenture, mortgage, contract or agreement or to which they may be subject or under any provision of its Articles of Incorporation or By-Laws, or violate any order, injunction, decree, statute, rule or regulation applicable to them or any of its properties or assets.
- d. They own good and marketable title to all property free and clear of any liens, claims, encumbrances, options, charges or assessments to all of their properties and other assets.
 - e. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against them, in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. They are not in default with respect to, nor in violation of, any regulation, order or decree of any court or of any governmental authority or instrumentality.
 - f. They have filed all United States, state, county, local and other tax and duty returns and reports required to be filed and have paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid.

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7. All obligations of the constituent corporations under this Agreement are subject to the fulfillment, prior to or at the effective date, of each of the following conditions:

- a. They shall not have discovered any material error, misstatement or omission in the representations and warranties made by each of the constituent corporations in Paragraph 6.
- b. The execution, delivery and performance of this Agreement shall have been duly and effectively authorized by the board of directors of each constituent corporation and assented by the requisite number of members of each constituent corporation.
- c. At the effective date no suit, action or other proceeding shall be pending or threatened before any court or other governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the contemplated transactions.

d. Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time prior to the effective date (notwithstanding prior shareholder approval):

- a. By mutual consent of the board of directors of the constituent corporations.

b. By the board of directors of any of the constituent corporations.

9. In the event of any termination and abandonment as above provided in Paragraph 8, notice shall be given to the other parties to this Agreement and this Agreement then shall become wholly void and of no effect, and there shall be no liability on the part of any party or its board of directors or shareholders.

10. Each of the constituent corporations shall separately pay all expenses incurred by them in connection with the transactions contemplated by this Agreement.

11. This Agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

12. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid.

13. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon the constituent corporations and the surviving corporation, and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

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EXHIBIT C

ARTICLES OF INCORPORATION
OF
CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC.
A Florida Corporation Not for Profit

ARTICLE I
Name and Address

1.1 Name. The name of the corporation shall be CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC., a corporation not for profit. (For convenience the corporation shall hereinafter be referred to as the "Association".)

1.2 Address. The registered office of the Association shall initially be located at Suite 307, 501 South Flagler Drive, West Palm Beach, Florida, and the name of the registered agent of this corporation at that address is Peter D. Cummings.

ARTICLE II
Purpose

2.1 Purpose. The general purpose for which the Association is organized is to provide an entity pursuant to the ordinances of Martin County, Florida, for the maintenance, operation and management of CRANE CREEK COUNTRY CLUB and CRANE CREEK RACQUET CLUB, Planned Unit Developments (herein the "Planned Unit Developments"), located in Martin County, Florida.

2.2 The Association does not contemplate pecuniary gain or profit for the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, operation and management of the roads, streets, rights-of-way and Common Area within those certain tracts of property located in Martin County, Florida, known as CRANE CREEK COUNTRY CLUB and CRANE CREEK RACQUET CLUB, Planned Unit Developments (herein referred to as the "Property"), which are described on Exhibits 1 and 2 attached hereto and incorporated herein by reference.

2.3 Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its members, directors or officers.

ARTICLE III
Powers

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 not in conflict with the terms of those certain Declarations of Covenants, Conditions and Restrictions applicable

to the Property and recorded or to be recorded in the Office of the Clerk of the Circuit Court for Martin County, Florida, as the same may be amended from time to time, or these Articles of Incorporation.

3.2 Specific Powers. The Association shall have all of the powers and privileges reasonably necessary to maintain, manage and operate the Planned Unit Developments pursuant to the Declarations and as they may be amended from time to time, including but not limited to the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declarations, said Declarations being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments against the members who are Owners in the Planned Unit Developments pursuant to the terms of the Declarations; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, mortgage, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds of its members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area shown on the Plats to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the affected members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the affected members;

(g) To use the proceeds of assessments in the exercise of its powers and duties;

(h) To maintain, repair, replace, manage and operate the Property;

(i) To purchase insurance upon the Property and insurance for the protection of the Association and its members as Owners;

(j) To make and amend reasonable rules and regulations respecting the use of the Property in the Planned Unit Developments; provided, however, that all such rules and regulations and amendments thereto shall be approved by not less than sixty-five percent (65%) of the votes of the entire membership of the Association before the same shall become effective;

(k) To enforce by legal means the provisions of the Declarations, these Articles of Incorporation, the By-Laws of the Association and the rules and regulations, if any, for use of the Property of the Planned Unit Developments;

(l) To contract for the management of the Planned Unit Developments and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Declarations to have the approval of Directors or the membership of the Association;

(m) To employ personnel to perform the services required for proper operation of the Planned Unit Developments;

(n) To acquire or enter into (prior or subsequent to the recording of the Declarations) agreements whereby it acquires leaseholds, memberships or other possessory or use interest in real and personal property, including, but not limited to, country clubs, golf courses, marinas, tennis courts and other recreational facilities, whether or not contiguous to the lands of the Planned Unit Developments, intended to provide for the enjoyment, recreation or other use or benefit of its members, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof;

(o) To purchase parcels in the Planned Unit Developments and to acquire and hold, mortgage or convey the same, subject however, to the provisions of the declarations and By-Laws relative thereto.

3.3 Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declarations, these Articles of Incorporation and By-Laws of the Association.

3.4 Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations and the By-Laws of the Association.

ARTICLE IV Members

4.1 Members. The members of the Association shall consist of all of the record owners of Parcels in the Planned Unit Developments from time to time.

4.2 Change of Membership. Change of membership in the Association shall be established by the recording in the Public Records of Martin County, Florida, of a deed or other instrument establishing a change of record title to a Parcel in the Planned Unit Developments and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner is terminated.

4.3 Limitation on Transfer of Shares of Assets. 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 member's Parcel.

4.4 Voting. There shall be two classes of voting ownership. The Owners of Parcels in CRANE CREEK COUNTRY CLUB shall constitute one class ("Country Club Class"). The Owners of Parcels in CRANE CREEK RACQUET CLUB shall constitute the other class ("Racquet Club Class"). Only members of Country Club Class shall be entitled to vote on matters solely affecting CRANE CREEK COUNTRY CLUB. Only members of Racquet Club Class shall be entitled to vote on matters solely affecting CRANE CREEK RACQUET CLUB. All members shall be entitled to vote on all other matters. The Owner of each Parcel shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by Owners of a Parcel and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V Directors

5.1 Board of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors determined by the By-Laws, but in no event

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less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors need not be members of the Association.

5.2 Election of Directors. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws of the Association.

5.3 First Election of Directors. The first annual election of Directors by the membership shall not be held until May 1, 1985, or until Declarant elects to terminate its control of the Association, whichever occurs first. The Directors named in these Articles shall serve until such election and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The transfer of control of the Association by the Declarant to the members shall be as provided in the Declaration.

5.4 First Board of Directors. The names and residence addresses of the members of the First Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Peter D. Cummings	501 South Flagler Drive West Palm Beach, Florida
Thomas E. Lewis	501 South Flagler Drive West Palm Beach, Florida
Dee Baluh	501 South Flagler Drive West Palm Beach, Florida

ARTICLE VI
Officers

5.1 Officers. The affairs of the Association shall be administered by a President, Vice President and Secretary-Treasurer and such other officers as may be designated in the By-Laws of the Association. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and 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:

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<u>NAME</u>		<u>ADDRESS</u>
Thomas E. Lewis	President	501 South Flager Drive West Palm Beach, Florida
Peter D. Cummings	Vice President and Secretary	501 South Flagler Drive West Palm Beach, Florida
Dee Baluh	Ass't. Secretary	501 South Flager Drive West Palm Beach, Florida

ARTICLE VII
Indemnification

7.1 Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding or any 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 Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful mesfeasance in the performance of his duties; 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 for the best interests 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.

ARTICLE VIII
By-Laws

8.1 By-Laws. The By-Laws of the Association shall be adopted by the first Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX
Amendments

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

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered;

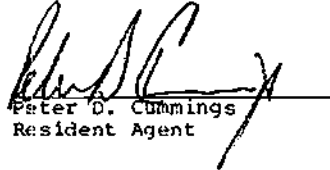
(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Such approvals must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the entire membership; or by not less than eighty percent (80%) of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

ARTICLE X
Term

10.1 Term. The term of the Association shall be perpetual.

ACKNOWLEDGMENT OF RESIDENT AGENT

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 D. Cummings
Resident Agent

14. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized officers of the constituent corporations acting through their duly authorized officers, all parties to this Agreement, this 15th day of January, 1979, have signed this Plan and Agreement of Consolidation.

(CORPORATE SEAL)

CRANE CREEK COUNTRY CLUB
PROPERTY OWNERS' ASSOCIATION,
INC.

By: 

Attest: 

(CORPORATE SEAL)

CRANE CREEK HACOSET CLUB
PROPERTY OWNERS' ASSOCIATION,
INC.

By: 

Attest: 

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BOOK 403 PAGE 1695

EXHIBIT 1

CRANE CREEK COUNTRY CLUB

All that part of Section 10, Township 38 South, Range 40 East; lying East of Florida's Turnpike.

That part of Section 11, Township 38 South, Range 40 East, described as follows:

Begin at the Northwest corner of Section 11, Township 38 South, Range 40 East; thence run S 89° 32' 57" E along the North line of said Section 11 a distance of 4379.43 feet; thence run S 0° 14' 49" E at a distance of 1322.86 feet; thence run S 89° 39' 46" E a distance of 989.99 feet; thence run S 0° 14' 48" E along the East line of said Section 11 a distance of 3306.40 feet; thence run N 89° 46' 26" W a distance of 416.18 feet; thence run N 37° 30' 00" W a distance of 1152.40 feet; thence run N 89° 46' 26" W a distance of 3709.29 feet; thence run W 31° 32' 33" W along the Easterly right of way of Florida's Turnpike a distance of 1052.82 feet to the intersection with the West line of said Section 11; thence run N 0° 11' 21" W along said West line a distance of 2841.71 feet to the Point of Beginning.

Lands in Section 12, Township 38 South, Range 40 East, described as follows:

Start at the Southwest corner of Section 12; thence run N 0° 14' 48" W along the West line of said Section 12 a distance of 660.90 feet for the Point of Beginning; thence continue to run N 0° 14' 48" W along said West line of Section 12 a distance of 2676.40 feet to a point near the West bank of an un-named stream tributary to Bessey Creek; thence meander said stream Southerly to a point of intersection with a line that is 150.00 feet Easterly of and parallel to said West line of Section 12; thence run S 0° 14' 48" E a distance of 870.00 feet; thence run N 89° 46' 26" W a distance of 150.00 feet to the Point of Beginning.

LESS: The Westerly 300 feet as measured perpendicular to the tangent portion of the Easterly right of way of Florida's Turnpike.

EXHIBIT 2

CRANE CREEK RACQUET CLUB

The South three-fourths (3/4ths) of the West one-half (1/2) of Section 12, Township 38 South, Range 40 East, less the following described property:

Start at the Southwest corner of Section 12, Township 38 South, Range 40 East; thence run N 00° 14' 48" W a distance of 660.90 feet for the Point of Beginning; thence continue to run N 00° 14' 48" W a distance of 2676.40 feet to a point near the West bank of an un-named stream tributary to Bessy Creek; thence meander said stream southerly to a point of intersection with a line that is 150.00 feet Easterly of and parallel to said West line of Section 12; thence run S 00° 14' 48" E a distance of 870.00 feet; thence run N 89° 46' 26" W a distance of 150.00 feet to the Point of Beginning.

Also less that portion of a strip of land 200.00 feet in width, for road right-of-way purposes, the centerline of which is described as follows:

Start at the Southwest corner of Section 12, Township 38 South, Range 40 East, thence run S 89° 39' 08" E, along the South line of said Section 12, a distance of 2702.07 feet, to the East line of the West 1/2 of said Section 12, thence run N 00° 13' 43" W along lastly said line, a distance of 1444.03 feet, thence by curve to the left, with radius of 700.00 feet, run a distance along the arc of 722.22 feet, through a central angle of 59° 06' 52" to the point of tangency with the centerline of West Murphy Road, containing 218.10 acres net.

20 FEB 9 12:08
M.C.

**CERTIFICATE OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC.**

A Corporation Not-For-Profit Under
the Laws of the State of Florida

The Articles of Incorporation of Crane Creek Property Owners' Association, Inc. were filed with the Florida Secretary of State on January 19, 1979. The same Articles of Incorporation were recorded in Official Records of Martin County, Florida at Official Records Book 463, Page 1675, et. seq. The same Articles of Incorporation are hereby amended as adopted by at least seventy-five percent (75%) of the Board of Directors at their Board Meeting held on June 1, 2010 and by at least seventy-five percent (75%) of the members voting, which vote was sufficient for approval, at the Members Meeting held on November 16, 2010.

1. Article IX is amended to read as follows:

**ARTICLE IX
AMENDMENTS**

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

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered;

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by at least ten percent (10%) of the members of the Association. Such approvals must be by not less than a majority of the members owning Parcels in the Crane Creek County Club Planned Unit Development and by a majority of the members owning Parcels in the Crane Creek Racquet Club Planned Unit Development. Approvals may be expressed by casting a vote, in person or by proxy, at a duly convened meeting of the membership or members may express their approval by written consent.

(The balance of Article IX remains unchanged)

2. The foregoing amendment to the Articles of Incorporation of Crane Creek Property Owners' Association, Inc. was adopted by at least seventy-five percent (75%)

of the Board of Directors at their Board Meeting held on June 1, 2010 and by at least seventy-five percent (75%) of the members voting, which vote was sufficient for approval, at the Members Meeting held on November 16, 2010.

3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Articles of Incorporation of Crane Creek Property Owners' Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 15th day of DECEMBER 2010.

WITNESSES AS TO PRESIDENT:

CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC.

Tara J Matthews
Printed Name: TARA L. MATTHEWS

By: *[Signature]*
DON COON, President

Dawn Granda
Printed Name: Dawn Granda

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on December 14 2010, by DON COON, as President of Crane Creek Property Owners' Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].



Kathryn Richter
Notary Public

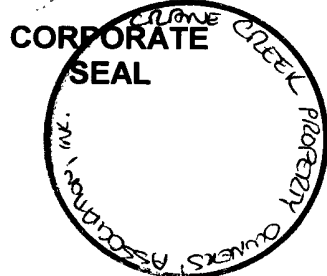
WITNESSES AS TO SECRETARY:

CRANE CREEK PROPERTY OWNERS' ASSOCIATION, INC.

Mary Coronato
Printed Name: MARYA CORONATO

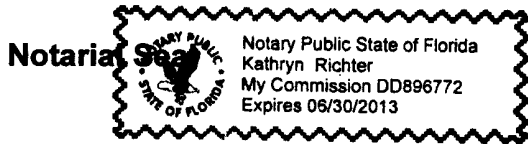
By: *[Signature]*
H. B. WARREN, Secretary

Dawn Granda
Printed Name: Dawn Granda



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on 12/15, 2010,
by H.B WARREN, as Secretary of Crane Creek Property Owners'
Association, Inc. [] who is personally known to me, or who has produced
identification [Type of Identification: DRIVER'S LICENSE].



Kathryn Richter
Notary Public

EXHIBIT I

STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

CRANE CREEK COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC.

filed in this office on the 11th day of May,

19 76 .

Charter Number: 735765

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
12th day of May,

19 76



SECRETARY OF STATE



Corp-98
Revised 1-20-75

D.R.
BOOK 424 PAGE 1455

ARTICLES OF INCORPORATION

OF:

CRANE CREEK COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC.
A Florida Corporation Not for Profit

The undersigned, all of whom are of full age, hereby voluntarily associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, as amended, and certify as follows:

ARTICLE 1.

Name and Address

1.1) Name. The name of the corporation shall be CRANE CREEK COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., a corporation not for profit. (For convenience the corporation shall hereinafter be referred to as the "Association".)

1.2) Address. The Principal office of the Association shall initially be located at 201 First National Bank Building, Stuart, Florida 33494.

ARTICLE 2.

Purpose

2.1) Purpose. The general purpose for which the Association is organized is to provide an entity pursuant to the ordinances of Martin County, Florida, for the maintenance, operation and management of CRANE CREEK COUNTRY CLUB, a Planned Unit Development (herein the "Planned Unit Development"), located in Martin County, Florida.

2.2) The 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 the maintenance, operation and management of the roads, streets, rights-of-way and Common Area within that certain tract of property located in Martin County, Florida, known as CRANE CREEK COUNTRY CLUB, a Planned Unit Development (herein referred to as the "Property").

2.3) Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its members, directors, or officers.

ARTICLE 3.

Powers

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 not in conflict with the terms of that certain Declaration of Covenants, Conditions and Restrictions applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court for Martin County, Florida, as the same may be amended from time to time, or these Articles of Incorporation.

3.2) Specific Powers. The Association shall have all of the powers and privileges reasonably necessary to maintain, manage and operate the Planned Unit Development pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments against the members who are Owners in the Planned Unit Development pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, mortgage, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds of its members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area shown on the Plat to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the members;

(g) To use the proceeds of assessments in the exercise of its powers and duties;

(h) To maintain, repair, replace, manage and operate the property;

(i) To purchase insurance upon the property and insurance for the protection of the Association and its members as Owners;

(j) To make and amend reasonable rules and regulations respecting the use of the property in the Planned Unit Development; provided, however, that all such rules and regulations and amendments thereto (except for the initial rules and regulations which may be adopted by the First Board of Directors) shall be approved by not less than 65% of the votes of the entire membership of the Association before the same shall become effective;

(k) To enforce by legal means the provision of the Declaration, these Articles of Incorporation, the Bylaws of the Association and the rules and regulations, if any, for use of the property of the Planned Unit Development;

(l) To contract for the management of the Planned Unit Development and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Declaration to have the approval of Directors or the membership of the Association;

(m) To employ personnel to perform the services required for proper operation of the Planned Unit Development;

(n) To acquire or enter into (prior or subsequent to the recording of the Declaration) agreements whereby it acquires leaseholds, memberships or other possessory or use interest in real and personal property, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Planned Unit Development, intended to provide for the enjoyment, recreation or other use or benefit of its members, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof;

(o) To purchase Parcels in the Planned Unit Development and to acquire and hold, lease, mortgage and convey the same, subject however, to the provisions of the Declaration and Bylaws relative thereto.

3.3) Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws of the Association.

3.4) Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws of the Association.

ARTICLE 4.
Members

4.1) Members. The members of the Association shall consist of all of the record owners of Parcels in the Planned Unit Development from time to time.

4.2) Change of Membership. Change of membership in the Association shall be established by the recording in the Public Records of Martin County, Florida, of a deed or other instrument establishing a change of record title to a Parcel in the Planned Unit Development and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner is terminated.

4.3) Limitation on Transfer of Shares of Assets. 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 member's Parcel.

4.4) Voting. There shall be only one class of voting ownership. The Owner of each Parcel shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by Owners of a Parcel and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5.
Directors

5.1) Board of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors determined by the Bylaws, but in no event less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors need not be members of the Association.

5.2) Election of Directors. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws of the Association.

5.3) First Election of Directors. The first annual election of Directors by the membership shall not be held until May 1, 1985, or until Declarant elects to terminate its control of the Association, whichever occurs first. The Directors named in these Articles shall serve until such election and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The transfer of control of the Association by the Declarant to the members shall be as provided in the Declaration.

5.4) First Board of Directors. The names and residence addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
WILLIAM H. WATSON	2434 S.E. Fairway West, Stuart, Florida
EVANS CRARY, JR.	3072 S.E. Fairway West, Stuart, Florida
JUDITH O. JOHNSON	P. O. Drawer O, Port Salerno, Florida

ARTICLE 6.
Officers

6.1) Officers. The affairs of the Association shall be administered by a President, Vice President and Secretary-Treasurer and such other officers as may be designated in the Bylaws of the Association. The officers shall be elected by the Board

of Directors at its first meeting following the annual meeting of the members of the Association and 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:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
WILLIAM H. WATSON	President	2434 S.E. Fairway West, Stuart, Florida
EVANS CRARY, JR.	Vice President	3872 S.E. Fairway West, Stuart, Florida
JUDITH O. JOHNSON	Secretary-Treasurer	P. O. Drawer O, Port Salerno, Florida

ARTICLE 7
Indemnification

7.1) Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding or any 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 Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties; 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 for the best interests 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.

ARTICLE 8.
Bylaws

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

ARTICLE 9.
Amendments

9.1) Amendments. Subject to the provisions of Section 9.2 of this Article 9, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Except as elsewhere provided, such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership; or by not less than 80% of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

ARTICLE 10.
Registered Agent

10.1) Registered Agent. The street address of the association's initial registered office and the name of its initial Registered Agent at such address is as follows:

<u>NAME</u>	<u>ADDRESS</u>
EVANS CRARY, JR.	201 First National Bank Building 815 Colorado Avenue Stuart, Florida 33484

424-1459

ARTICLE 11.
Term


10.1) Term. The term of the Association shall be perpetual.

ARTICLE 12.
Subscribers

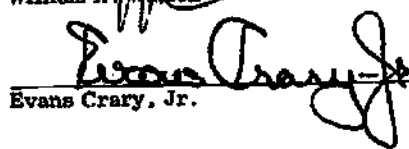
11.1) Names and Addresses. The names and residence addresses of the subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
WILLIAM H. WATSON	2434 S.E. Fairway West, Stuart, Florida
EVANS CRARY, JR.	3072 S.E. Fairway West, Stuart, Florida
JUDITH O. JOHNSON	P. O. Drawer O, Port Salerno, Florida

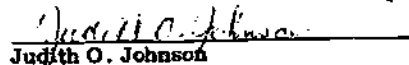
IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this 24 day of May, 1976.



 William H. Watson



 Evans Crary, Jr.



 Judith O. Johnson

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this 24 day of May, 1976, before me, an officer duly authorized and acting, personally appeared WILLIAM H. WATSON, EVANS CRARY, JR. and JUDITH O. JOHNSON, to me known to be the persons described in and who executed the foregoing Articles of Incorporation of CRANE CREEK COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., for the purposes expressed in said Articles, and they acknowledged then and there before me that they executed said instrument.

WITNESS my hand and official seal at Stuart, Martin County, Florida, this the day and year last above written.

(Notary Seal)

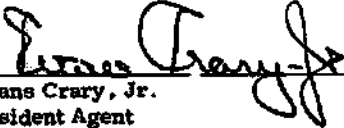


 Notary Public
 My Commission Expires:

Notary Public, State of Florida at large
 My Commission Expires Feb. 22, 1980
 Bonded by American Fire & Casualty Co.

ACKNOWLEDGMENT OF RESIDENT AGENT

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.



Evans Crary, Jr.
Resident Agent

EXHIBIT I

ARTICLES OF INCORPORATION
OF
CRANE CREEK RACQUET CLUB PROPERTY OWNERS' ASSOCIATION, INC.
A Florida Corporation Not for Profit

The undersigned, all of whom are of full age, hereby voluntarily associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, as amended, and certify as follows:

ARTICLE 1.
Name and Address

1.1) Name. The name of the corporation shall be CRANE CREEK RACQUET CLUB PROPERTY OWNERS' ASSOCIATION, INC., a corporation not for profit. (For convenience the corporation shall hereinafter be referred to as the "Association".)

1.2) Address. The Principal office of the Association shall initially be located at 291 First National Bank Building, Stuart, Florida 33424.

ARTICLE 2.
Purpose

2.1) Purpose. The general purpose for which the Association is organized is to provide an entity pursuant to the ordinances of Martin County, Florida, for the maintenance, operation and management of CRANE CREEK RACQUET CLUB, a Planned Unit Development (herein the "Planned Unit Development"), located in Martin County, Florida.

2.2) The 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 the maintenance, operation and management of the roads, streets, rights-of-way and Common Area within that certain tract of property located in Martin County, Florida, known as CRANE CREEK RACQUET CLUB, a Planned Unit Development (herein referred to as the "Property").

2.3) Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its members, directors, or officers.

ARTICLE 3.
Powers

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 not in conflict with the terms of that certain Declaration of Covenants, Conditions and Restrictions applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court for Martin County, Florida, as the same may be amended from time to time, or these Articles of Incorporation.

3.2) Specific Powers. The Association shall have all of the powers and privileges reasonably necessary to maintain, manage and operate the Planned Unit Development pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, said Declaration being incorporated herein as if set forth at length;

BOOK 439 PAGE 815

(b) Fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments against the members who are Owners in the Planned Unit Development pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, mortgage, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds of its members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area shown on the Plat to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the members;

(g) To use the proceeds of assessments in the exercise of its powers and duties;

(h) To maintain, repair, replace, manage and operate the property;

(i) To purchase insurance upon the property and insurance for the protection of the Association and its members as Owners;

(j) To make and amend reasonable rules and regulations respecting the use of the property in the Planned Unit Development; provided, however, that all such rules and regulations and amendments thereto (except for the initial rules and regulations which may be adopted by the First Board of Directors) shall be approved by not less than 85% of the votes of the entire membership of the Association before the same shall become effective;

(k) To enforce by legal means the provision of the Declaration, these Articles of Incorporation, the Bylaws of the Association and the rules and regulations, if any, for use of the property of the Planned Unit Development;

(l) To contract for the management of the Planned Unit Development and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Declaration to have the approval of Directors or the membership of the Association;

(m) To employ personnel to perform the services required for proper operation of the Planned Unit Development;

(n) To acquire or enter into (prior or subsequent to the recording of the Declaration) agreements whereby it acquires leaseholds, memberships or other possessory or use interest in real and personal property, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Planned Unit Development, intended to provide for the enjoyment, recreation or other use or benefit of its members, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof;

(o) To purchase Parcels in the Planned Unit Development and to acquire and hold, lease, mortgage and convey the same, subject however, to the provisions of the Declaration and Bylaws relative thereto.

3.3) Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws of the Association.

3.4) Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws of the Association.

ARTICLE 4.

Members

4.1) Members. The members of the Association shall consist of all of the record owners of Parcels in the Planned Unit Development from time to time.

4.2) Change of Membership. Change of membership in the Association shall be established by the recording in the Public Records of Martin County, Florida, of a deed or other instrument establishing a change of record title to a Parcel in the Planned Unit Development and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner is terminated.

4.3) Limitation on Transfer of Shares of Assets. 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 member's Parcel.

4.4) Voting. There shall be only one class of voting ownership. The Owner of each Parcel shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by Owners of a Parcel and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5.

Directors

5.1) Board of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors determined by the Bylaws, but in no event less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors need not be members of the Association.

5.2) Election of Directors. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws of the Association.

5.3) First Election of Directors. The first annual election of Directors by the membership shall not be held until May 1, 1985, or until Declarant elects to terminate its control of the Association, whichever occurs first. The Directors named in these Articles shall serve until such election and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The transfer of control of the Association by the Declarant to the members shall be as provided in the Declaration.

5.4) First Board of Directors. The names and residence addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
WILLIAM H. WATSON	2434 S.E. Fairway West, Stuart, Florida 33494
EVANS CRARY, JR.	3072 S.E. Fairway West, Stuart, Florida 33494
JUDITH O. JOHNSON	5082 S.E. Kingfish Ave., Port Salerno, FL 33492

ARTICLE 6.
Officers

6.1) Officers. The affairs of the Association shall be administered by a President, Vice President and Secretary-Treasurer and such other officers as may be designated in the Bylaws of the Association. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and 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:

<u>NAME</u>		
WILLIAM H. WATSON	President	2434 S.E. Fairway West, Stuart, Florida
EVANS CRARY, JR.	Vice President	3072 S.E. Fairway West, Stuart, Florida
JUDITH O. JOHNSON	Secretary-Treasurer	5082 S.E. Kingfish Ave., Port Salerno, FL

ARTICLE 7
Indemnification

7.1) Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding or any 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 Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties; 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 for the best interests 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.

ARTICLE 8.
Bylaws

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

ARTICLE 9.
Amendments

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

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership; or by not less than 80% of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

ARTICLE 10.
Term

10.1) Term. The term of the Association shall be perpetual.

ARTICLE 11.
Registered Agent

11.1) Registered Agent. The street address of the association's initial registered office and the name of its initial Registered Agent at such address is as follows:

<u>NAME</u>	<u>ADDRESS</u>
EVANS CRARY, JR.	201 First National Bank Building 815 Colorado Avenue Stuart, Florida 33494.

ARTICLE 12.
Subscribers

12.1) Names and Addresses. The names and residence addresses of the subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
WILLIAM H. WATSON	2434 S.E. Fairway West, Stuart, Florida 33494
EVANS CRARY, JR.	3072 S.E. Fairway West, Stuart, Florida 33494
JUDITH O. JOHNSON	5982 S.E. Kingfish Avenue, Port Salerno, FL 33492

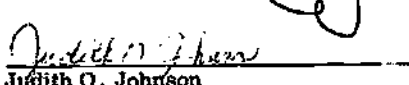
IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this 24th day of November, 1976.



William H. Watson



Evans Crary, Jr.




Judith O. Johnson

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this 24th day of November, 1976, before me, an officer duly authorized and acting, personally appeared WILLIAM H. WATSON, EVANS CRARY, JR. and JUDITH O. JOHNSON, to me known to be the persons described in and who executed the foregoing Articles of Incorporation of CRANE CREEK RACQUET CLUB PROPERTY OWNERS' ASSOCIATION, INC., for the purposes expressed in said Articles, and they acknowledged then and there before me that they executed said instrument.

WITNESS my hand and official seal at Stuart, Martin County, Florida, this the day and year last above written.



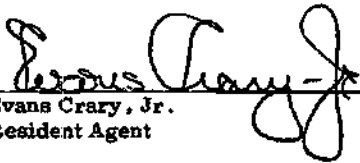
Notary Public
My Commission Expires:

(Notary Seal)

Notary Public, State of Florida at Large
My Commission Expires: 11-29-1978
Bonded by American Fidelity & Guaranty Co.

ACKNOWLEDGMENT OF RESIDENT AGENT

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.


Evans Crary, Jr.
Resident Agent