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WOODWARD, PIRES & LOMBARDO, P.A.

ATTORNEYS AT LAW

CRAIG R. WOODWARD Board Certified: Real Estate

MARK J. WOODWARD

ANTHONY P. PIRES, JR. Board Certified: City, County, and Local Government

J. CHRISTOPHER LOMBARDO Board Certified; Marital and Family Law

STEVEN V. BLOUNT

CARRIE E. LADEMAN

CARLO F. ZAMPOGNA
JENNIFER L. DEVRIES
JENNIFER M. TENNEY

January 3, 2011

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Cracker Hammock Homeowners Association, Inc.

Dear sirs:

Enclosed please find an Articles of Incorporation for Cracker Hammock Homeowners Association, Inc.

Also enclosed is a check in the amount of \$78.75, the fee to file this corporation.

Should you have any questions, please give me a call.

Sincerely yours,

Craig R. Woodward

/tl

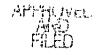
Enclosures as noted

REPLY TO:

3200 TAMIAMI TRAIL N.
 SUITE 200
 NAPLES, FL 34103
 239-649-6555
 239-649-7342 FAX

606 BALD EAGLE DRIVE SUITE 500 P.O. BOX ONE MARCO ISLAND, FL 34146 239-394-5161 239-642-6402 FAX

WWW,WPL-LEGAL.COM



11 JAM -7 AM 7:22

ARTICLES OF INCORPORATION FOR

SECRETARY OF STATE TALLAHASSEE, FLORIDA

CRACKER HAMMOCK HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned who is of full age, does hereby certify:

ARTICLE I

The name of the corporation is CRACKER HAMMOCK HOMEOWNERS ASSOCIATION, INC.

The office of the association is located at 937 Panther Lane, Everglades City, Florida.

The name and address of the Registered Agent is Shelley Crant-Baggot, 1945 Ortiz Av enue, Fort Myers, Florida 33905.

The terms used in these Articles shall have the definitions as provided in Article I of Declaration of Covenants, Conditions and Restrictions for Cracker Hammock (the "Covenants").

ARTICLE II 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 and preservation of the Residential Units, and Common Areas within that certain tract of Property located in Collier County, Florida, known as "Cracker Hammock" pursuant to the provisions of the Covenants, and to promote the betterment of the above described Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and in furtherance of those purposes to:

- 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 Covenants Declaration, applicable to the Property, to be recorded in the Public Records of Collier County, Florida, and as the same may be amended from time to time as therein provided, said Covenants being incorporated herein by reference as if set forth as length;
 - B. Operate, maintain repair and where necessary improve the Common Areas.
- C. Fix, levy, collect and enforce payment by any lawful means, all charges or Assessments pursuant to the terms of the Covenants; to pay all expenses in connection therewith and other expenses in connection therewith and other expenses incident to the

conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Property of the Association;

- D. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- E. Borrow money, and with the consent of a majority of the Members entitled to vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- F. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members;
- G. Have and to exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;
- H. Devise such rules and regulations with respect to the use of the Common Areas and to promote the health, safety and convenience of the Owners of the Property.
- I. Enter into contracts for operational and maintenance services for the Common Areas and the management of the Association.

ARTICLE III MEMBERSHIP

Every person or entity who is a record Owner of a Residential Unit in Cracker Hammock shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of Residential Unit which is subject to Assessment by the Association.

ARTICLE IV VOTING RIGHTS

Each lot located on the property shall have one (1) vote. The Bylaws may establish procedures for voting when title to a unit is held in the name of a corporation or more than one (1) person or entity.

ARTICLE V BOARD OF DIRECTORS

The affairs of this Association shall initially be managed by a Board of two (2) Directors. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Dan Baggot

1945 Ortiz Avenue,

Fort Myers, Florida 33905.

Earnest Weathers

P.O. Box 437 Alva, Fl. 33920

The Board shall be elected by the members in the manner determined by the Bylaws.

ARTICLE VI INDEMNIFICATION

The Association shall indemnify every Director and every officer of the Association against all expenses and liabilities including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. In the event of a settlement, indemnification shall apply only when the Board of Directors approves such settlement and indemnification as being in the best interests of the Association. The foregoing right of indemnification shall not apply to:

- a. Gross negligence or willful misconduct in office by any Director or officer.
- b. Any criminal action, unless the Director or officer acted in good faith and in a manner he reasonably believed was in, not opposed to, the best interest of the Association, and had no reasonable cause to believe his action was unlawful.

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 VII DURATION

The corporation shall exist perpetually.

ARTICLE VIII AMENDMENTS

Amendments of these Articles shall require the consent of a majority of the members entitled to vote, but no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Association or the members as provided in the Covenants. Amendments to the Bylaws may be made at a regular or special meeting of the members or by a vote of a majority of a quorum of the voting representatives present in person.

ARTICLE IX NOT FOR PROFIT STATUS

In compliance with the requirements of Chapter 617, the corporation shall issue no stock, and no dividends shall be paid and no part of the income of the corporation shall be distributed to the members, directors or officers.

ARTICLE X OFFICERS

There shall initially be a President, Secretary and Treasurer of the Corporation. The initial officers of the corporation are as follows:

PRESIDENT

Dan Baggot

VICE PRESIDENT

Earnest Weathers

SECRETARY

Earnest Weathers

TREASURER

Dan Baggot

ARTICLE XI INCORPORATOR

The name and address of the incorporator is:

Craig R. Woodward
Woodward, Pires & Lombardo, P.A.
P.O. Box 1
606 Bald Eagle Drive
Marco Island, Florida 34145

Craig R. Woodward

STATE OF FLORIDA COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this day of December, 2010 by Craig R. Woodward, who is personally known to me.

Patricia A. Libby
Commission # DD626153
Expires: JAN. 13, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Print Name: PARICIA A

Notary Public

Commission No. <u>ルから26い</u>る

My Commission Expires:

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

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

*1945 Ortiz Avenue, Fort Myers, Florida 33905.

ACCEPTANCE

Having been named to accept service of process for the above 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.

Shelley Crant-Baggot