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FLORIDA PROFIT/NON PROFIT CORPORATION
ESPLANADE GOLF & COUNTRY CLUB OF NAPLES, INC.

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ARTICLES OF INCORPORATION
OF
ESPLANADE GOLF & COUNTRY CLUB OF NAPLES, INC.
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined below as defined in the Declaration.

1. "Articles" means these Articles of Incorporation and any amendments hereto.

2. "Assessments" means the assessments for which all Owners are obligated to the Club and includes "Individual Lot Assessments," "Individual Golf Property Assessments," "Benefited Assessments" and "Special Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Club in accordance with the Esplanade Golf & Country Club of Naples Documents.

3. "Board" means the Board of Directors of the Club.

4. "Bylaws" means the Bylaws of the Club and any amendments thereto.

5. "Club" means Esplanade Golf & Country Club of Naples, Inc., a Florida corporation not for profit. The "Club" is NOT a condominium association and is not intended to be governed by Chapter 718, Florida Statutes (the Condominium Act).

6. "Club Property" means the property defined as "Club Property" in the Declaration.

7. "Club Member" means the Owners of Club Member Lots within Esplanade Golf & Country Club of Naples to which a Club Membership has been made an appurtenance. Club Members shall have all rights and privileges to use the Club Property, such as the Amenities Center, and shall have access to certain portions of the Golf Property including the clubhouse, restaurant(s) and pro shop. Club Members shall not have golfing privileges, except that they may use the golf course only on a "space available" basis, upon payment of greens fees, cart fees and any other fees established by the Board.

8. "Club Member Lot" means those Lots within Esplanade Golf & Country Club of Naples to which a Club Membership has been made an appurtenance. A Club Membership shall

not be transferable other than through the sale, lease or conveyance of record legal title to the Lot to which it is appurtenant; however, a Club Member may delegate his or her Membership privileges to a tenant residing in the Club Member's Home. Declarant will designate which Lots are Club Member Lots as provided in Article V, Section 2.F of the Declaration.

9. "County" means Collier County, Florida.

10. "Declarant" means Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, and any successor or assign thereof to which Taylor Morrison of Florida, Inc., specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the "Property" (as defined in the Declaration). In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. Whether or not specifically stated, any Person who at any time holds the rights of Declarant hereunder and subsequently transfers or assigns the rights of Declarant to another Person shall be afforded the same protection with respect to matters arising during its tenure as Declarant as the predecessor Declarant would have if it were still Declarant.

11. "*Declaration*" means the Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade Golf & Country Club of Naples, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

12. "*Director*" means a member of the Board.

13. "Esplanade Golf & Country Club of Naples" means the planned development located in the County which encompasses the Property and is initially intended to comprise Homes and the Club Property, but subject to change in accordance with the Declaration.

14. "Esplanade Golf & Country Club of Naples Documents" means, in the aggregate, the Declaration, these Articles, the Bylaws, the Plat and Additional Plat, if any, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any "Amendment(s)" and "Supplemental Declaration(s)" (as such terms are defined in the Declaration).

15. "Golf Member" means the Owners of Lots within Esplanade Golf & Country Club of Naples to which a Golf Membership has been made an appurtenance. Golf Members shall have full rights of use in the Club Property and Golf Property and facilities, including full golfing privileges.

16. "Golf Member Lot" means those Lots within Esplanade Golf & Country Club of Naples to which a Golf Membership has been made an appurtenance. A Golf Membership shall not be transferable other than through the sale, lease or conveyance of record legal title to the Lot to which it is appurtenant; however, a Golf Member may delegate his or her Membership privileges to a tenant residing in the Golf Member's Home. Declarant will designate which Lots are Club Member Lots as provided in Article V, Section 2.F of the Declaration.

17. "Golf Property" shall mean the golf course, golf cart facilities, and other facilities and property directly related to the golf course (except the clubhouse, which includes the pro shop and restaurant) and designated by Declarant as Golf Property.

18. "HOA Act" means the Homeowners' Association Act, Chapter 720, Florida Statutes, as amended through the date of recording of the Declaration amongst the Public Records of the County.

19. "Home" means a residential dwelling unit constructed within Esplanade Golf & Country Club of Naples which is designed and intended for use and occupancy as a residence for a single family. The term "Home" shall include the "Lot" as defined below.

20. "Lot" means to any parcel of land within Esplanade Golf & Country Club of Naples as shown on the Plat or any Additional Plat (as defined in the Declaration) upon which a Home is permitted to be constructed, together with the improvements thereon and any portion of the land within Esplanade Golf & Country Club of Naples that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Declaration by a Supplemental Declaration. For purposes of Individual Lot Assessments and Individual Golf Property Assessments, a Lot is either a Completed Lot or an Incomplete Lot.

21. "Member" means a member of the Club.

22. "Operating Expenses" means the expenses for which Owners are liable to the Club as described in the Esplanade Golf & Country Club of Naples Documents and include, but are not limited to, the costs and expenses incurred by the Club in owning, administering, operating, maintaining, financing, repairing, managing or leasing, but not reconstructing, replacing or improving, the Club Property and improvements thereon and all costs and expenses incurred by the Club in carrying out its powers and duties hereunder or under any other Esplanade Golf & Country Club of Naples Documents. Golf Members and Golf Member Lots shall also be responsible for the costs and expenses incurred by the Club in operating and maintaining the Golf Property.

23. "Owner" means the record owner, whether one (1) or more persons or entities of the fee simple title to any Lot within Esplanade Golf & Country Club of Naples, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

24. "Plat" shall mean the plat of Esplanade Golf and Country Club of Naples to be recorded in the Public Records of the County. In the event an Additional Plat is recorded in the Public Records of the County, then the term "Plat" as used herein shall also mean and refer to the Additional Plat(s).

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II
NAME

The name of this corporation shall be ESPLANADE GOLF & COUNTRY CLUB OF NAPLES, INC., a Florida corporation not-for-profit, whose initial principal office and mailing address shall be at 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232.

ARTICLE III
PURPOSES

The purpose for which the Club is organized is to take title to, operate, administer, finance, insure, repair, replace, manage, lease and maintain the Club Property and Golf Property in accordance with the terms of, and purposes set forth in, the Esplanade Golf & Country Club of Naples Documents and to carry out the covenants and enforce the provisions of the Esplanade Golf & Country Club of Naples Documents.

ARTICLE IV
POWERS

The Club shall have the following powers and shall be governed by the following provisions:

A. The Club shall have all of the common law and statutory powers of a corporation not for profit.

B. The Club shall have all of the powers granted to the Club in the Esplanade Golf & Country Club of Naples Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Club are incorporated into these Articles.

C. The Club shall have all of the powers reasonably necessary to implement the purposes of the Club, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Esplanade Golf & Country Club of Naples Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Club Property and Golf Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Club.

4. To own, administer, maintain, finance, insure, repair, replace, manage, lease and convey the Club Property and Golf Property in accordance with the Esplanade Golf & Country Club of Naples Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Esplanade Golf & Country Club of Naples Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, financing, insuring, repairing, replacing, management and leasing of the Club Property and Golf Property and to enter into any other agreements consistent with the purposes of the Club, including, but not limited to, agreements with respect to professional management of the Club Property and Golf Property and to delegate to such professional management certain powers and duties of the Club.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Club mandate to keep and maintain Esplanade Golf & Country Club of Naples in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations and enforcement which will enhance the quality of life at Esplanade Golf & Country Club of Naples.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Club Property and Golf Property for which the Club has maintenance responsibility, all in accordance with the Declaration and, as security for any such loan, to collaterally assign the Club's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. Notwithstanding anything contained herein to the contrary, the Club shall be required to obtain the approval (at a duly called meeting of the Members at which a quorum is present) of three-fourths (3/4) of the all Members of the Club prior to the engagement of legal counsel by the Club for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Esplanade Golf & Country Club of Naples Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Esplanade Golf & Country Club of Naples Documents;

(d) the enforcement of Club rules;

(e) the enforcement of the architectural guidelines;

(f) the enforcement of a contract entered into by the Club with vendors providing services to the Club;

(g) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Club, Club Property, Golf Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); and

(h) filing a compulsory counterclaim.

The costs of any legal proceedings initiated by the Club, which are not included in the above exceptions shall be financed by the Club only with monies that are collected for that purpose by Special Assessment(s) and the Club shall not borrow money, use reserve funds, or use monies collected for other Club obligations.

11. To operate, maintain, and manage the surface water and storm water management system in a manner consistent with the requirements of the Water Management District Permit (as defined in the Declaration) and applicable rules; to assist in the enforcement of the Declaration's provisions relating to the surface water and storm water management system; and to levy and collect adequate Assessments against Owners for the cost of maintenance and operation of the surface water and storm water management system.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Club, the manner of their admission to Membership, the manner of the termination of such Membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the Membership of the Club shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the Membership.

B. Upon the First Conveyance, Declarant shall be a "Declarant Member" (as defined below) as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Club for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Club.

Every Owner within Esplanade Golf & Country Club of Naples shall be either a Golf Member or a Club Member of the Club, as further described below. Declarant shall hold "Declarant Membership" as provided for below. Golf and Club Membership is appurtenant to, and may not be separated from, ownership of a Lot. The rights, powers, duties and privileges of Members shall be as set forth in the Declaration, and in these Articles and the Bylaws of the Club.

D. The Club will initially have three (3) classes of voting Membership, and at least two (2) classes of non-voting Membership, as follows:

(1) Golf Members. The Golf Members shall be the Owners of Lots within Esplanade Golf & Country Club of Naples to which a Golf Membership has been made an appurtenance, each of whom shall be entitled to one (1) vote for each Lot owned. Only Golf Members are entitled to vote on matters concerning the Golf Property. Golf Members shall have full rights of use in the Club Property and Golf Property and facilities, including full golfing privileges. The actual number of Golf Memberships which may be created is in the discretion of Declarant. Except for temporary delegations as provided below, Membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot to which it is appurtenant. Upon sale or other transfer of ownership of a Lot to which a Membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the Membership with his or her property. A Member's rights to use the golf course and other recreation facilities shall be limited as set forth in the Declaration and in the Bylaws. Any attempt to separate the Membership from the interest in real property upon which it is based shall be null and void.

(2) Club Members. The Club Members shall be the Owners of Lots within Esplanade Golf & Country Club of Naples to which a Club Membership has been made an appurtenance, each of whom shall be entitled to one (1) vote for each Lot owned. Club Members shall have all rights and privileges to use the Club Property, such as the Amenities Center, and shall have access to certain portions of the Golf Property including the clubhouse, restaurants and pro shop. Club Members shall not have golfing privileges, except that they may use the golf course only on a "space available" basis, upon payment of greens fees, cart fees and any other fees established by the Board. A Club Membership shall not be transferable other than through the sale, lease or conveyance of record legal title to the Lot to which it is appurtenant; however, a Club Member may delegate his Membership privileges to a tenant residing in the Club Member's Home. CLUB MEMBERS DO NOT PAY GOLF PROPERTY EXPENSES FOR OPERATIONS AND MAINTENANCE OF GOLF PROPERTY, ONLY GOLF MEMBERS ARE REQUIRED TO PAY GOLF PROPERTY EXPENSES FOR THE OPERATIONS AND MAINTENANCE OF THE GOLF PROPERTY, HOWEVER, GOLF PROPERTY EXPENSES RELATED TO RESERVES AND REPLACEMENT OF GOLF PROPERTY SHALL BE PAID BY ALL MEMBERS.

(3) Declarant Member. Declarant shall be a Declarant Member. Except for the 25 Charter Memberships that Declarant is entitled to hold, own and use for the entire duration of the Esplanade Golf & Country Club of Naples development, Declarant Membership and voting rights shall cease to exist on the Turnover Date, but all of Declarant's other rights and privileges as Declarant, as set forth elsewhere in the Declaration, or in the Bylaws, shall continue

as long as Declarant holds any property within Esplanade Golf & Country Club of Naples for sale in the ordinary course of business. Declarant Member shall be entitled to three times the total number of votes of the Golf Members and Club Members combined plus one (1). Declarant Membership shall cease and be converted to Golf Membership or Club Membership as determined by Declarant upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the Total Developed Homes (as defined in Article X.C hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of the County; or

(ii) At such time as Declarant shall designate in writing to the Club.

On the Turnover Date, Golf Members and Club Members, including Declarant with respect to any Lots owned by Declarant, shall assume control of the Club and elect not less than a majority of the Board.

(4) Charter Members. Declarant is entitled to hold, own and use for the entire duration of the Esplanade Golf & Country Club of Naples development, twenty-five (25) Charter Memberships, who shall have no voting rights. Charter Members are only required to pay for meals and beverages consumed on Club Property and are not obligated to pay any greens fees, cart fees, or other charges of the Club for use of the Golf Property and Club Property.

(5) Interim Members. Declarant or the Board shall have the right, but not the obligation, to authorize an unlimited number of Interim Members who are not Owners or residents of Esplanade Golf & Country Club of Naples, and who shall have no voting rights.

(6) Designation of Lot Classification. Declarant will designate which Lots are Golf Member Lots and which Lots are Club Member Lots. Declarant shall provide the Club with a list from time to time as Declarant so designates such Lots and the Club shall maintain that list and upon request shall provide the Owner or purchaser of a Lot with confirmation of the designation of Membership associated with such Lot.

E. The designation of different classes of Membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Esplanade Golf & Country Club of Naples Documents. Only Golf Members are entitled to vote on matters concerning the Golf Property.

F. No Member may assign, hypothecate or transfer in any manner his or her Membership in the Club except as an appurtenance to his or her Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for Declarant Member as set forth herein. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named (the "Voting Member") in a voting certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Club, and such voting certificate shall be valid until revoked by a subsequent voting certificate. If such a voting certificate is not filed with the Secretary of the Club, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a voting certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Club by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Club by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Club or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI
TERM

The term for which this Club is to exist shall be perpetual. In the event of dissolution of the Club (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Club shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Club and its properties in the place and stead of the dissolved Club and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Club and its properties.

In the event of the Club's termination, dissolution, or final liquidation, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which complies with Section 40.E F.A.C. and is approved by the Water Management District (as defined in the Declaration) prior to such termination, dissolution, or liquidation.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles are: Mark F. Grant, 200 East Broward Boulevard, Suite 1500, Fort Lauderdale, Florida 33301.

ARTICLE VIII
OFFICERS

The affairs of the Club shall be managed by the President of the Club, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	John P. Asher
Vice President	Michelle M. Campbell
Vice President	John Steven Kempton
Vice President	Valerie McChesney
Treasurer	Valerie McChesney
Secretary	Michelle M. Campbell

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Club ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than seven (7), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAMES	ADDRESSES
John P. Asher	551 N. Cattlemen Road, Suite 200 Sarasota, FL 34232
Michelle Campbell	551 N. Cattlemen Road, Suite 200 Sarasota, FL 34232
Valerie McChesney	551 N. Cattlemen Road, Suite 200 Sarasota, FL 34232

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Esplanade Golf & Country Club of Naples, if and when ultimately developed, will contain approximately one thousand one hundred twenty-one (1,121) Homes ("Total Developed Homes"). For purposes of this paragraph, "Total Developed Homes" shall mean the one thousand one hundred twenty-one (1,121) Developed Lots which Declarant intends to develop in Esplanade Golf & Country Club of Naples. Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property (including, without limitation the recreational facilities and amenities), upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and/or master plan of Esplanade Golf & Country Club of Naples, the right to change the recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within Esplanade Golf & Country Club of Naples) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Esplanade Golf & Country Club of Naples according to the present plan of development or as obligating Declarant to declare any Additional Property to be Property.

D. Upon the Turnover Date, the Golf Members and Club Members (other than Declarant) ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Club, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraphs E and F above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

H. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Total Developed Homes for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's

Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph E of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Golf Members and Club Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Club shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Club who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Club or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Club or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Club shall be indemnified by the Club against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his or her being or having been a Director or officer of the Club, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of

the Club, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Club may be entitled under statute or common law.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one (1) meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total number of Members in the Club.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant; and/or (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Club is 1200 South Pine Island Road, Plantation, Florida 33324, and the initial registered agent of the Club at that address shall be NRAI Services, Inc.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 20th day of May, 2013.

MARK F. GRANT, Incorporator

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he/she is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

NRAI SERVICES, INC.

Printed Name: Kristen Rahm
Title: Asst Secretary to NRAI Services, Inc.
Dated: 5/20/2013

FILED
13 MAY 20 PM 1:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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