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THE UNITED STATES CORPORATION COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 593506 11584A

AUTHORIZATION : Patricia Piggott

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ORDER NO. : 593506-005

CUSTOMER NO: 11584A

CUSTOMER: Stephen D. Mccann, Esq
STEPHEN D. MCCANN, P.A.

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Suite 210
5811 Pelican Bay Boulevard
Naples, FL 34108

DOMESTIC FILING

NAME: CRESTVIEW CONDOMINIUM AT HERITAGE GREENS ASSOCIATION, INC.

EFFECTIVE DATE:

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DIVISION OF CORPORATION

XX ARTICLES OF INCORPORATION
_____ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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

CONTACT PERSON: Daniel W Leggett

EXAMINER'S INITIALS: _____

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SN NOV - 7 1997

ARTICLES OF INCORPORATION
OF
CRESTVIEW CONDOMINIUM AT HERITAGE GREENS ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

FILED
27 NOV -7 PM 1:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation ("Articles"), certify as follows:

The terms contained in these Articles will have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of Submission.

B. "Articles" mean these Articles of Incorporation of the Association and any amendments hereto.

C. "Assessment" means the share of funds required for the payment of Common Expenses which is assessed against an Owner, as more particularly described in a Declaration.

D. "Association" means Crestview Condominium at Heritage Greens Association, Inc., a Florida corporation not for profit, organized to administer the Condominium(s).

E. "Board" means the Board of Directors of the Association.

F. "Bylaws" mean the Bylaws of the Association and any amendments thereto.

G. "Common Elements" mean the portion of the Condominium Property not included in the Units, as more particularly described in a Declaration.

H. "Common Expenses" mean expenses for which the Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include but are not limited to:

(i) expenses incurred in connection with the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance on the Condominium Property; and

(ii) the Association's share of the Crestview Recreation Area Expenses; and

(iii) any other expenses designated, not inconsistent with the Act, as Common Expenses from time to time by the Board.

I. "Condominium" means that portion of the real property and improvements thereon which is submitted to condominium ownership by the recording of a Declaration and any amendment thereto.

J. "Condominium Documents" means in the aggregate each Declaration, these Articles, the Bylaws, the Covenants, the Community Association Articles, the Community Association Bylaws, any rules or regulations promulgated by the Association or the Community Association and all the instruments and documents referred to therein and executed in connection with a Condominium.

K. "Condominium Property" means the real property submitted to

condominium ownership pursuant to a Declaration and any amendments thereto and all improvements thereon, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with a Condominium, all as more particularly described in a Declaration.

L. "Community Association" means Heritage Greens Community Association, Inc., a Florida corporation not for profit, organized to administer Heritage Greens and having among its members all owners of single family lots, villas and condominium units in Heritage Greens.

M. "Community Association Articles" mean the Articles of Incorporation of the Community Association and any amendments thereto.

N. "Community Association Bylaws" mean the Bylaws of the Community Association and the amendments thereto.

O. "County" means Collier County, Florida.

P. "Covenants" means the Declaration of Covenants, Conditions and Restrictions for Heritage Greens recorded in Official Records Book 2337, Page 619 of the Public Records of the County and all amendments thereto.

Q. "Crestview Recreation Area" means Tract X of the Plat, which is located at the northeast corner of Crestview Way and Avian Court, and the improvements and personal property located thereon.

R. "Crestview Recreation Area Expenses" means the expenses for the operation, maintenance, repair or replacement of the Crestview Recreation Area, including but not limited to taxes and insurance incurred by the Crestview Villas at Heritage Greens Association, Inc., a Florida corporation not for profit, organized to administer Crestview Villas at Heritage Greens and the Crestview Recreation Area. Crestview Recreation Area Expenses shall not include reserves for capital expenditure and/or deferred maintenance.

S. "Declaration" means a Declaration of Condominium by which a Condominium is submitted by Developer to the condominium form of ownership, in accordance with the Act, and any amendments thereto.

T. "Developer" means Heritage Greens Construction Limited Partnership, a Delaware limited partnership, its successors, grantees and assigns. An Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

U. "Director" means a member of the Board.

V. "Heritage Greens" means the name given to the Planned Unit Development in which the Condominium is located and which is more particularly described in the Covenants.

W. "Institutional Lender" means "Institutional Lender" as defined in Paragraph 4.24 of a Declaration.

X. "Member" or "Members" mean a member or members of the Association.

Y. "Owner" means "unit owner" as defined in the Act and is the owner of a Unit.

Z. "Plat" means the Plat of Heritage Greens recorded in Plat Book 28, pages 78-94, of the Public Records of Collier County, Florida.

AA. "Purchaser Members" means each Member of the Association other than Developer.

BB. "Submission" means the recording of the first Declaration amongst the Public Records of the County.

CC. "Total Units" mean the number of Units planned to be contained in the Condominium(s) to be administered by the Association.

DD. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

EE. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

FF. "Voting Interests" mean the voting rights distributed to Members pursuant to a Declaration.

ARTICLE I
NAME

The name of this Association shall be CRESTVIEW CONDOMINIUM AT HERITAGE GREENS ASSOCIATION, INC., whose present address is 277 North Collier Boulevard, Marco Island, Florida 34145.

ARTICLE II
PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop Crestview Condominium at Heritage Greens ("Condominium I") on property (the "Land") it owns or will own in the County which is more particularly described on Exhibits "A" and E-II through E-XX to the Declaration of Condominium for Condominium I. Developer intends to develop Condominium I as a "phase condominium" as contemplated by Section 718.403 of the Act which is planned to consist of "Phase I" and "Phases II through XX" if, as and when amendments adding Phases II through XX to Condominium I are recorded by Developer.

1. To the extent that any portion of the land for additional Phases is not added to Condominium I but is submitted to the condominium form of ownership as a separate Condominium, it is intended that this Association shall be responsible for operating any and all such Condominiums in addition to Condominium I and that each Owner of a Unit therein shall be a Member of this Association unless provided otherwise by Developer in the Declaration for such Condominium.

2. Each Condominium administered by this Association shall be administered in accordance with the applicable Declaration, these Articles and the Bylaws.

B. The purpose for which this Association is organized is to maintain, operate and manage the Condominium(s) and to operate, lease, trade, sell and otherwise deal with the improvements located therein now or in the future in accordance with the Condominium Documents and the Act.

ARTICLE III
POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association and to operate the Condominium pursuant to the Declaration and Bylaws, including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations

governing the use of the Condominium Property (including the Units and the Common Elements);

2. To make, levy, collect and enforce Assessments and any other charges and/or fees as provided in the Condominium Documents against Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium(s), and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Condominium Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property; and

7. To carry out the Association's duties and obligations under the Covenants, if any.

8. To appoint, at least annually, one member of the Association to serve as the Association's voting representative to the Community Association.

ARTICLE IV
MEMBERS

The qualification of Members of the Association, the manner of their admission to membership ("Membership"), the manner of the termination of such Membership and the manner of voting by Members shall be as follows:

A. Until Submission, the Membership of this Association shall be comprised solely of Developer.

B. Upon Submission, the Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of Members.

C. Except as set forth above, Membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or an instrument of conveyance amongst the Public Records of the County whereupon the Membership of the prior Owner shall terminate as to that Unit. New Members shall deliver to the Association a true copy of the deed or other instrument of conveyance to the Unit.

D. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Unit.

E. If, as and when a Condominium other than Condominium I is submitted to condominium ownership, membership in this Association shall be divided into classes, with the Owners in each Condominium constituting a separate class ("Class") designated by a numeral denoting the sequence in which the Condominium was submitted to condominium ownership. For example, the Owners of the first Condominium submitted to condominium ownership through recordation of a Declaration would be "Class 1 Members."

F. The following provisions shall govern the right of each Member to

vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Unit, which shall be exercised and cast in accordance with the Declaration and the Bylaws, and if there is more than one (1) Owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person, such Owners, collectively, shall be entitled to only one (1) vote in the manner determined by the Declaration.

2. All of the Members of this Association shall vote thereon as one body, without distinction as to Class on matters which pertain to all of the Condominiums.

3. On matters pertaining exclusively to a Condominium or Class of Members, only the affected Class shall vote thereon.

4. On matters which pertain to one or more Classes of Members but not to all of such Classes, or which pertain to each Class of Members, but to each such Class in a different degree or different manner, then each Class of Members affected thereby shall vote separately as a Class thereon.

5. Subject to the provisions of Paragraphs F.1, 2, 3 and 4 hereof, the Board shall determine whether a matter which is subject to a vote of the Members shall be voted on by Classes or by the entire Membership of this Association as a whole. In the event of a deadlock on the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

6. A quorum of the Members or Class of Members shall consist of the persons entitled to cast one third (1/3rd) of the votes. There shall be no quorum requirements for the election of the Board; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors.

ARTICLE V
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI
INCORPORATOR

The name and address of the Incorporator of these Articles is as follows: A. Jack Solomon, 277 North Collier Boulevard, Marco Island, Florida 34145.

ARTICLE VII
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as the Board deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Election" (as defined in Section 3.11 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held

by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII
FIRST OFFICERS

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

President	Angela E. Lesperance
Vice President	Mark S. Taylor
Secretary	Karen E. Welks
Treasurer	Karen E. Welks

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" and all Boards elected prior to the "Majority Election Date" (as such terms are hereinafter defined) shall be three (3). The number of Directors on the Board thereafter shall be determined by the Board from time to time but shall not be less than three (3).

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

NAME	ADDRESS
Angela E. Lesperance	277 North Collier Boulevard Marco Island, Florida 34145
Mark S. Taylor	277 North Collier Boulevard Marco Island, Florida 34145
Karen E. Welks	277 North Collier Boulevard Marco Island, Florida 34145

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove and replace any Director designated by Developer in accordance with these Articles.

C. Once fifteen percent (15%) of the existing and planned Units in any Condominium (including Units which may be located in future phases thereof as contemplated in the applicable Declaration provided Developer still holds the right to submit such future phases to condominium ownership), have closed ("15% Date"), then Purchaser Members shall be entitled to elect by plurality vote one-third (1/3) of the Directors, which election shall take place on the date set in accordance with Paragraph H hereof ("Initial Election Date"). Developer shall designate the remaining Directors of the Board on the Initial Election Date. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election or designation and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Election, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Election until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

D. Purchaser Members are entitled to elect not less than a majority of the Directors upon the happening of any of the following events, whichever

shall first occur:

1. Three (3) years after fifty percent (50%) of the Total Units have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

2. Three (3) months after ninety (90%) percent of the Total Units have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

3. When all of the Total Units have been completed (as evidenced by the issuance of a Certificate of Occupancy for all of same) and some have been conveyed to Purchaser Members and none of the others are being offered for sale by the Developer in the ordinary course of business; or

4. When some of the Total Units have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

5. Seven (7) years after Submission; or

6. When Developer, as Developer has the right to do at any time, upon written notice to this Association, relinquishes its right to designate a majority of the Board.

E. The election of not less than a majority of the Directors by Purchaser Members shall occur on a date to be set by the Association for such purpose ("Majority Election Date").

F. On the Majority Election Date, by plurality vote, Purchaser Members shall elect all but one (1) of the Directors and Developer, until the "Developer's Resignation Event" (as hereinafter defined), shall be entitled to designate the remaining one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to remove and to name the successor, if any, to any Director Developer has so designated.

G. The Board shall continue to be elected by the Purchaser Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Election, until Developer is no longer entitled to appoint a member to the Board.

H. Within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be, in accordance with the Act and the Bylaws, the Association shall send all its Members a written notice setting the Initial Election Date or the Majority Election Date, as the case may be. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

I. After the Majority Election Date, Developer shall be entitled to elect one (1) Director as long as Developer holds at least five percent (5%) of the Units in a Condominium for sale in the ordinary course of business. However, Developer may at any time, in its sole discretion, upon written notice to the Association relinquish its right to elect one (1) Director. The termination of Developer's right to elect one (1) Director because Developer no longer holds at least five percent (5%) of the Units in a Condominium or Developer's voluntary relinquishment of such right by Developer is herein referred to as the "Developer's Resignation Event." Upon the Developer'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 the Developer's designated Director. This successor Director shall serve until the next Annual Members' Election and until his successor is elected and qualified.

J. At each Annual Members Election held subsequent to the year in which the Developer's Resignation Event occurs, each Director shall be elected by plurality vote of the Members.

K. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.

2. All of the Directors of the Board shall vote thereon as one body.

L. To the extent permitted by law, the resignation of a Director or an officer of the Association named in these Articles, the resignation of a Director who has been elected or designated by Developer and the resignation of an officer of the Association or has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes 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 Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign of the Association 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.

ARTICLE X
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Assessments against Members to defray the costs of the Common Expenses of the Condominium(s).

B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing and operating the improvements within the Condominium(s).

D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium(s).

E. Making and amending rules and regulations with respect to the Condominium(s).

F. Enforcing by legal means the provisions of the Condominium Documents.

G. Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and assessments which are or may become liens against the Common Elements of the Condominium(s) and assessing the same against Units, the Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and

the Association against casualty and liability in accordance with the Act and the Condominium Documents.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of the Condominium(s) and not billed directly to Owners of the individual Units.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Engaging in mandatory nonbinding arbitration as provided for in Section 718.112(2)(l) of the Act, for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(l) and 718.1255 of the Act are incorporated by reference herein.

M. To appoint, at least annually, one Member of the Association to serve as the Association's voting representative to the Community Association.

N. To carry out the Association's duties and obligations under the Covenants.

O. All other powers and duties reasonably necessary to operate and maintain the Condominium(s) in compliance with the Condominium Documents and the Act.

ARTICLE XI
INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and paralegals' fees and any sales tax due thereon (at all trial and appellate levels and post-judgment proceedings) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which be may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XII
BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an "Annual Members' Meeting" (as defined in Section 3.2 of the Bylaws) or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a 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 Submission, these Articles may be amended by an instrument in writing signed by Developer and all of the Directors on the First Board and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or

Articles being amended and give the exact language of such amendment. A certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to a Declaration upon the recording of such Declaration unless a certified copy of the Articles as restated to include each such amendment is attached to Declaration as an exhibit thereto. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After Submission, these Articles may be amended in the following manner:

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

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members;

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon;

4. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment (or the Articles as restated to include the amendment) shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of the County.

E. Notwithstanding the foregoing provisions of this Article XIII, to the extent permitted by the Act, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer for so long as Developer holds at least one (1) Unit for sale in the ordinary course of business or owns a portion of the Land which has not yet been submitted to condominium ownership; or (ii) any Institutional Lender or guarantor or insurer of a first mortgage without the prior written consent of such Institutional Lender, guarantor or insurer, as the case may be.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 277 North Collier Boulevard, Marco Island, Florida 34145 and the initial registered agent of the Association at that address shall be A. Jack Solomon.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 5th day of November, 1997.

A. JACK SOLOMON

The undersigned hereby accepts the designation of Registered Agent of Crestview Condominium at Heritage Greens Association, Inc. as set forth in Article XIV of these Articles and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act, including specifically Sections 617.0501 and 617.0502.

A. JACK SOLOMON

FILED
97 NOV -7 PM 1:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA)
SS.:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared A. JACK SOLOMON, to me known to be the person described as the Incorporator in and who executed the foregoing Articles and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or produced n/a as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of November, 1997.

(SEAL)

Shirley L. Calhoun
Notary Public
State of Florida at Large
My Commission Expires:

SHIRLEY L. CALHOUN
MY COMMISSION # CC 450760
EXPIRES: July 22, 1999
Bonded Thru Notary Public Underwriters

Heritage\CONDO\Articles.021
10/21/97