

9. N98000000081
Louis C. Anderson
ATTORNEY AT LAW

January 6, 1998

Attorney's Title Insurance Fund, Inc.
660 East Jefferson, Suite 200
Tallahassee, FL 32301
ATTN: BARBARA KEYS

Return To
PIL ASAP

Via Federal Express

FILED
98 JAN -7 PM 4:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Re: *Filing Articles of Incorporation for
Cranwell House Association, Inc.*

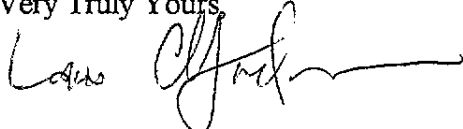
Dear Ms. Keys:

Enclosed please find the following for filing the above Articles of Incorporation:

1. Articles of Incorporation for Cranwell House Association, Inc.
2. Our check for \$10.00 to Attorney's Title Insurance Fund, Inc. for filing fees.
3. Our check for \$122.50 to the State of Florida, Division of Corporations, for the filing fee (\$35.00), designation of registered agent (\$35.00) and a certified copy (\$52.50).

Please see that the above Articles are filed, and the certified copy returned to this office. If you have any questions, please contact us immediately. Thank you.

Very Truly Yours,



LOUIS C. ANDERSON
Attorney at Law

enclosure

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DIVISION OF CORPORATION

R. Rolfe JAN 7 1998

**ARTICLES OF INCORPORATION
OF
CRANWELL HOUSE ASSOCIATION, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

By these Articles, the undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Florida Law, and certify as follows:

**ARTICLE I
NAME AND DEFINITIONS**

The name of the corporation shall be CRANWELL HOUSE ASSOCIATION, INC. The corporation is herein referred to as the "Association," and the terms used herein shall have the meaning for each stated in Florida Condominium Act, Chapter 718, Florida Statutes (hereinafter referred to as the "Act") and the Declaration of Condominium of Cranwell House, A Condominium to be recorded in the Public Records of Broward County, Florida, unless the context otherwise requires.

**ARTICLE II
PURPOSE**

The Association is organized for the following purposes:

(1) To maintain, operate, and manage the condominium known as Cranwell House, A Condominium located at 54 Isle of Venice, Ft. Lauderdale, Florida 33301, and to do all things incident, necessary, convenient, expedient, ancillary, or in aid of the accomplishment of the foregoing.

(2) To own, operate, lease, sell, trade, or otherwise deal with such property, real or personal, as may be necessary or convenient in the administration of the Condominium.

**ARTICLE III
POWERS**

Implied Powers

3.01. 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 purposes of the Association, as set forth in this Article, the Declaration of Condominium, and the Act.

Specific Powers

3.02. In furtherance of the purposes of the Association, the Association shall have all of the powers set forth in the Act, and all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium, including but not limited to the following irrevocable rights, powers, and authority:

(1) To enforce the covenants and restrictions contained in the Declaration, and to make, establish, and enforce reasonable Rules and Regulations governing the administration, management, and use of the Condominium Property;

(2) To establish a budget for the operations of the Condominium; to designate those expenses which shall constitute the Common Expenses and Limited Common Expenses of the Condominium; to make, levy, and collect assessments against Unit Owners of the Condominium to provide the funds to pay for Common Expenses and Limited Common Expenses of the Condominium as provided for in the Condominium Documents and in the Act; and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association;

(3) To maintain, repair, replace, and operate those portions of the Condominium Property that the Association has the duty or right to maintain, repair, replace, and operate under the Condominium Documents;

(4) To have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements therein or accessible therefrom, or, to have immediate access at any time as may be necessary for making emergency repairs necessary to prevent damage to any other Unit or Units;

(5) To contract for the management of the Condominium Property and to delegate to such agent(s) all or some of the powers, duties, and responsibilities of the Association;

(6) To employ personnel to perform the services required for proper operation of the Condominium;

(7) To purchase and maintain all forms of insurance on the Condominium Property for the protection of the Association and its members;

(8) To reconstruct the Condominium Property after casualty or other loss;

(9) To make additional improvements on and to the Condominium Property;

(10) To approve or disapprove the transfer, mortgage, and ownership of Units to the extent such power is granted to it under the Condominium Documents;

(11) To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Condominium Documents and the Rules and Regulations of the Association;

(12) To acquire, by purchase or otherwise, Units in the Condominium, and to hold, lease, mortgage, and convey the same;

(13) To lease or license the use of Common Elements and Limited Common Elements in a manner not inconsistent with the rights of Unit Owners;

(14) To pay taxes and assessments which are liens against any part of the Condominium other than individual Units (unless the individual Units are owned by the Association) and the appurtenances thereto, and to assess the same against the Units subject to liens for such purposes;

(15) To pay the cost of all power, water, sewer, trash, garbage, and other utility services rendered to the Condominium and not billed to the individual Units;

(16) To adopt and establish Bylaws for the operation of the Condominium Association;

ARTICLE IV ASSOCIATION FUNDS AND PROPERTY

The Association shall pay no dividend, and shall distribute no part of its income to its Members, Directors, or Officers. Nevertheless, the Association may pay compensation in a reasonable amount to its Members, Directors, and Officers for services rendered, and it may confer benefits on its Members in conformity with the Declaration of Condominium and the purposes of the Association. On termination, the Association may make distributions to its Members as permitted by law, and no such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income. All funds and property acquired by the Association and all proceeds therefrom shall be held and used for the benefit of the Members of the Association in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

ARTICLE V MEMBERS

Qualification

5.01. The Members of the Association shall consist of all of the Unit Owners of record in the Condominium.

Change in Membership

5.02. Change of membership in the Association shall be established by the recording in the public records of Broward County, Florida, of a deed or other instrument establishing a record title to a Condominium Unit, and delivery to the Association of a certified copy of such instrument. The new Unit Owner designated by such instrument shall thereupon become a Member of the Association, and the membership of the prior Unit Owner shall thereby be terminated.

Transfer of Membership

5.03. The share of a Member in the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such Member's Unit.

Meetings

5.04. The Bylaws shall provide for an annual meeting of Members and may provide for regular and special meetings other than the annual meeting.

Voting

5.05. The owner of each Unit shall be entitled to the number of votes specified in the Declaration of Condominium for that Unit. The manner of exercising voting rights shall be determined by the Bylaws.

ARTICLE VI DIRECTORS

Number

6.01. The property, business, and affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors. Except as may otherwise be provided in the Bylaws, each Director shall be a person entitled to cast a vote in the Association.

Election

6.02. Directors may be designated or elected and removed, and vacancies on the Board of Directors shall be filled as provided in the Bylaws.

Authority

6.03. All of the duties and powers of the Association existing under the Condominium Act, the Declaration of Condominium, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to

approval by Unit Owners when such approval is specifically required by the Condominium Act, the Declaration of Condominium, these Articles, or the Bylaws.

Initial Directors

6.04. The names and addresses of the five (5) members of the first Board of Directors, who shall hold office until the election or appointment of their successors, are as follows:

NAME	ADDRESS
Patrick A. Castagna	54 Isle of Venice, Unit 8 Ft. Lauderdale, FL 33301
Arum Bakalian	54 Isle of Venice, Unit 1 Ft. Lauderdale, FL 33301
Kerttu H. Bell	54 Isle of Venice, Unit 6 Ft. Lauderdale, FL 33301
Joseph Ferraro	175 Jason Street Arlington, MA 02174
Peter E. De Luca	54 Isle of Venice, Unit 4 Ft. Lauderdale, FL 33301

ARTICLE VII OFFICERS

The affairs of the Association shall be administered by the officers designated in accordance with the Bylaws. The names and addresses of the officers who shall serve until the election or appointment of their successors in accordance with the Bylaws are as follows:

NAME, TITLE	ADDRESS
Patrick A. Castagna, President	54 Isle of Venice, Unit 8 Ft. Lauderdale, FL 33301
Arum Bakalian, Vice-President	54 Isle of Venice, Unit 1 Ft. Lauderdale, FL 33301

Kerttu H. Bell, Secretary

54 Isle of Venice, Unit 6
Ft. Lauderdale, FL 33301

Joseph Ferraro, Treasurer

175 Jason Street
Arlington, MA 02174

ARTICLE VIII TERM

The term of the Association shall be perpetual; provided, however, that the Association shall be terminated by the termination of the Condominium in accordance with the terms of the Declaration of Condominium.

ARTICLE IX REGISTERED OFFICE AND AGENT

The initial registered office of the Association is 224 Commercial Blvd., Suite 310, Lauderdale-by-the-Sea, Florida 33308-4443, and the name of the initial registered agent at that address is Louis C. Anderson, Esq.

ARTICLE X INCORPORATORS

The name and address of each incorporator of the Association is:

NAME	ADDRESS
Patrick A. Castagna	54 Isle of Venice, Unit 8, Ft. Lauderdale, FL 33301
Kerttu H. Bell	54 Isle of Venice, Unit 6 Ft. Lauderdale, FL 33301
Joseph Ferraro	175 Jason Street Arlington, MA 02174

**ARTICLE XI
BYLAWS**

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

**ARTICLE XII
AMENDMENTS**

The Association reserves the right to amend, change or repeal any provisions contained in these Articles of Incorporation by a two-thirds vote of all voting rights of all members of the Association, and all rights conferred upon the members herein are granted subject to this revision.

IN WITNESS WHEREOF, the Incorporators have hereto affixed their signatures this
31st day of December, 1997.

INCORPORATORS:

Sign: Patrick A. Castagna
Print: Patrick A. Castagna
PATRICK

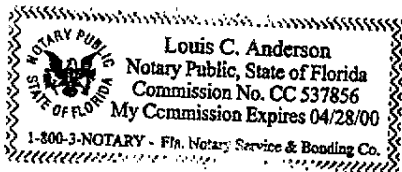
Sign: Kerttu H. Bell
Print: Kerttu H. Bell

Sign: Joseph C. Ferraro
Print: Joseph Ferraro

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared Patrick A. Castagna, Kerttu H. Bell, and Joseph Ferraro. Patrick A. Castagna is personally known to me/~~produced~~ _____ as identification. Kerttu H. Bell is personally known to me/~~produced~~ _____ as identification. Joseph Ferraro is personally known to me/~~produced~~ _____ as identification.

Sworn before me on December 31, 1997.



Louis C. Anderson
Notary Public

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for CRANWELL HOUSE ASSOCIATION, INC., at the place designated in these Articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Date: December 31, 1997.

Louis C. Anderson
Louis C. Anderson, Registered Agent

Form from Matthew Bender Authority, 1997 Ann of Incorp, C:\DATA\RC\COOP2\CONDO\CRANWELL\article.wpd

