

**FRENCHMAN'S CREEK , INC.
ARTICLES OF MERGER
of
FRENCHMAN'S CREEK COUNTRY CLUB, INC.
A Florida Not for Profit Corporation
into
FRENCHMAN'S CREEK PROPERTY
OWNERS' ASSOCIATION, INC.
A Florida Not for Profit Corporation,
the Survivor
with its name changed to:
FRENCHMAN'S CREEK, INC.
A Florida Not for Profit Corporation
and Homeowners' Association**

TABLE OF CONTENTS

	PAGE
ARTICLES OF MERGER	2
PLAN OF MERGER	4
EXHIBIT "A" - AMENDED AND RESTATED ARTICLES OF INCORPORATION	6
I. NAME	6
II. PURPOSE	6
III. PRINCIPAL OFFICE AND MAILING ADDRESS	7
IV. REGISTERED AGENT AND REGISTERED OFFICE	7
V. MEMBERSHIP	7
VI. VOTING RIGHTS	8
VII. TERM OF EXISTENCE	8
VIII. SUBSCRIBERS	8
IX. MANAGEMENT OF ASSOCIATION	9
X. OFFICERS	9
XI. GOVERNORS	9
XII. INDEMNIFICATION OF GOVERNORS, OFFICERS, AND COMMITTEE MEMBERS	10
XIII. BY-LAWS	11
XIV. AMENDMENTS	11
XV. DISSOLUTION	11

ARTICLES OF MERGER
of
FRENCHMAN'S CREEK COUNTRY CLUB, INC.
A Florida Not for Profit Corporation
into
FRENCHMAN'S CREEK PROPERTY
OWNERS' ASSOCIATION, INC.
A Florida Not for Profit Corporation, the Survivor
with its name changed to:
FRENCHMAN'S CREEK, INC.
A Florida Not for Profit Corporation
and Homeowners' Association

Frenchman's Creek Country Club, Inc. ("Club") and Frenchman's Creek Property Owners' Association, Inc. ("POA" or "Survivor"), after approval by their members, execute and file these Articles of Merger pursuant to F.S. 617.1105 as follows:

1. The Club shall merge into the POA, which shall be the Survivor and shall assume and be liable for all of Club's assets and liabilities, including the equity owed to Club Members. The Members of the Club are all members of the POA and, upon the effective date of the merger, shall exchange their Membership Certificates in the Club for Recreational Certificates in the Survivor. Holders of Recreational Certificates shall have the exclusive right, pursuant to the terms and conditions of the By-Laws and Rules and Regulations of the Survivor, to enjoy the Club facilities, which, after filing and recording of these Articles of Merger, shall be titled in the name of the Survivor.
2. The Club Members approved these Articles of Merger by a vote of 447 to 7 at a Special Joint Meeting of Members' held Friday, September 13, 2002.

The POA Members approved these Articles of Merger by a vote of 462 to 9 at a Special Joint Meeting of Members' held Friday, September 13, 2002.

The number of votes cast by the Members of both the Club and the POA was sufficient for approval of the Plan of Merger and these Articles of Merger.

3. The merger shall be effective October 1, 2002.

4. The name of the Survivor shall be Frenchman's Creek, Inc., a Florida not for profit corporation and homeowners' association.

FRENCHMAN'S CREEK
COUNTRY CLUB, INC.

FRENCHMAN'S CREEK
PROPERTY OWNERS'
ASSOCIATION, INC.

By _____
George Murphy, President

By _____
George Murphy, President

**F.S. 617.1101
PLAN OF MERGER OF
FRENCHMAN'S CREEK COUNTRY CLUB, INC.
INTO
FRENCHMAN'S CREEK
PROPERTY OWNERS' ASSOCIATION, INC.
WITH THE SURVIVOR RENAMED
FRENCHMAN'S CREEK, INC.
A Florida Not for Profit Homeowners' Association**

1. Frenchman's Creek Country Club, Inc., a Florida not for profit corporation ("Club") shall merge into Frenchman's Creek Property Owners' Association, Inc., a Florida not for profit homeowners' association ("POA"), and the survivor shall be renamed Frenchman's Creek, Inc., a Florida not for profit homeowners' association ("Survivor").
2. The Club shall merge into the POA, which shall be the Survivor and shall assume and be liable for all of the Club's assets and liabilities, including the equity owed to the Club Members. The Members of the Club are all Members of the POA and, upon the effective date of the merger, their equity certificates shall be exchanged for Recreational Certificates. Holders of Recreational Certificates shall have the exclusive right, pursuant to the terms and conditions of the By-Laws and Rules and Regulations of the Survivor, to enjoy the Recreational Facilities, which, after filing and recording of the Articles of Merger, shall be titled in the name of the Survivor.
3. Included in membership equity of the Survivor will be Recreational Certificates which shall be stated at the recognized refundable equity contribution amount and shall have a preference on dissolution as set forth in the By-Laws of the Survivor. In addition, a portion of the equity contribution will be designated for capital expenditures.
4. The Articles of Incorporation of the Survivor shall be changed as set forth in Exhibit "A" attached.
5. The By-Laws of the Survivor shall be changed as set forth in Exhibit "B" attached.
6. The Declaration of Covenants and Restrictions for Frenchman's Creek, as amended, shall be further changed as set forth in Exhibit "C".

7. This Plan of Merger as required by F.S. 617.1103(1) (a) was unanimously passed by the Board of Governors of the Club and the POA on Friday, July 5, 2002, by resolutions directing that it be submitted to a vote at a Special Joint Meeting of the Members of the Club and the POA on Friday, September 13, 2002, at 2:30 p.m., at the Clubhouse of the Club in Palm Beach Gardens, Florida.

8. Written notice of the Special Joint Meeting of the Members set forth above shall be given to all Members of the Club and to all Members of the POA in the form of the Notice attached as Exhibit "D".

9. Copies of this Plan of Merger shall be made available to any Member of the Club or the POA at the POA office in Palm Beach Gardens, Florida, on request.

Unanimously approved by the Board of Governors of the Club and the POA on July 5, 2002.

FRENCHMAN'S CREEK COUNTRY CLUB, INC.

FRENCHMAN'S CREEK PROPERTY OWNERS'
ASSOCIATION, INC.

Signed by
George E. Murphy, President
Board of Governors

EXHIBIT "A"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
FRENCHMAN'S CREEK, INC.
A Florida Not for Profit Corporation
and Homeowners' Association**

Frenchman's Creek Property Owners' Association, Inc., on unanimous vote of its Board of Governors and a majority vote of its Members, absorbed Frenchman's Creek Country Club, Inc., by merger and amends and restates its Articles of Incorporation as follows:

ARTICLE I
NAME

The name of this Association shall be FRENCHMAN'S CREEK, INC.

ARTICLE II
PURPOSE

The purposes of the Association are to serve as the instrumentality of Owners in the Property for the purpose of controlling and regulating the use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of the Property for the benefit of all Owners therein; of providing and promoting recreational activity within the Property through the acquisition and ownership of Club facilities for the recreation, pleasure and benefit of Members (whether by fee simple ownership, leasehold or other possessory use interest), the maintenance of the land and facilities, of enhancing the quality of life and property values within Frenchman's Creek by actions inside or outside Frenchman's Creek and such other means and methods as it may deem in the best interest of its Members and Owners; to exercise all powers and discharge all responsibilities granted to it as a corporation and as a homeowners' association under the laws of the State of Florida, its Articles of Incorporation, these By-Laws, and the Amended Declaration; to acquire, hold, convey and otherwise deal with the real and/or personal property in the Association's capacity as a homeowners association; and to otherwise engage in such additional lawful activities for the benefit, use convenience and enjoyment of its Members as it

may deem proper and as contemplated by a certain Amended Declaration of Covenants and Restrictions for Frenchman's Creek has been recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4981, page 0784, as modified (the "Amended Declaration"), that amends in total the Declaration of Covenants and Restrictions for Frenchman's Creek as recorded in Official Record Book 2918, page 0325, Public Records of Palm Beach County, Florida, and as may be amended from time to time hereafter.

ARTICLE III
PRINCIPAL OFFICE AND MAILING ADDRESS

The Principal Office and the Mailing Address of the Association is 13495 Tournament Drive, Palm Beach Gardens, Palm Beach County, Florida 33410.

ARTICLE IV
REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent of this Association is John B. McCracken, located at the Registered Office of the Association at Suite 1100, 505 South Flagler Drive, West Palm Beach, Palm Beach County, Florida 33401.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any residential lot which becomes subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration of Covenants and Restrictions for Frenchman's Creek, P.U.D., as amended and restated, shall be a member of the Association. Membership in the Association shall be automatic with and appurtenant to such lot ownership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

The Association shall also have a class of members described as "Club Members" who shall be Members of the Association who qualify under the By-Laws as Club Members and who may enjoy the Country Club Facilities of the Association.

Club Membership Certificates shall be included in the membership equity of the Association which are stated at the recognized refundable equity amount and are refundable in accordance with the By-Laws. The Board of Governors shall recognize a portion of the Club Membership equity contribution as refundable equity when a Member is accepted for Club Membership and the Club Membership Certificate is issued. In addition, the Board of Governors shall earmark a portion of the contribution for capital expenditures.

ARTICLE VI
VOTING RIGHTS

- A. Members shall be entitled to one (1) vote for each residential lot owned. When more than one (1) person, or entities other than natural persons, hold interests in any lot, the vote for such lot shall be determined as set forth in the By-Laws.
- B. Club Members shall have no right to vote as such.

ARTICLE VII
TERM OF EXISTENCE

This Association shall have perpetual existence.

ARTICLE VIII
SUBSCRIBERS

The names and addresses of the original subscribers were:

Name Address

Elmer A. Holmgren
1001 Park Avenue, Lake Park, Florida

B.D. Underwood
1001 Park Avenue, Lake Park, Florida

Ella H. Peterson
1001 Park Avenue, Lake Park, Florida

ARTICLE IX
MANAGEMENT OF ASSOCIATION

The affairs and business of the Association shall be conducted and managed by the Board of Governors which shall be elected as set forth in the By-Laws. The Board of Governors shall appoint the officers and govern as otherwise set forth in the By-Laws.

ARTICLE X
OFFICERS

The names of the officers who presently serve and shall serve until their successors are chosen as set forth in the By-Laws are:

George Murphy, President
13839 Le Mans Way
Palm Beach Gardens, FL 33410

Larry Sherman, First Vice President
13893 Rivoli Drive
Palm Beach Gardens, FL 33410

William Silver, Second Vice President
13853 Le Havre Drive
Palm Beach Gardens, FL 33410

Adele Shamban, Secretary
3330 Degas Drive West
Palm Beach Gardens, FL 33410

Jay Bramson, Treasurer
13228 Verdun Drive
Palm Beach Gardens, FL 33410

ARTICLE XI
GOVERNORS

The Governors who presently serve and shall serve until their successors are chosen as set forth in the By-Laws are:

George Murphy	Martin Cohen
13839 Le Mans Way	3731 Toulouse Drive

Larry Sherman Blanche Davidson
13893 Rivoli Drive 3300 Monet Drive West

William Silver Robert Habush
13853 Le Havre Drive 3040 Miro Drive South

Adele Shamban Richard Masters
3330 Degas Drive West 13378 Deauville Drive

Jay Bramson Irving Wiseman
13228 Verdun Drive 13141 Burgundy Drive South

Mark Pritch Peter Weiss
2811 Calais Drive 13741 Le Havre Drive

Donald Schilling Ed Zimmerman
13046 Redon Drive 13652 Rivoli Drive

Denise Siegel
13767 Le Bateau Lane

(all residing in Palm Beach Gardens, FL 33410)

ARTICLE XII
INDEMNIFICATION OF GOVERNORS,
OFFICERS, AND COMMITTEE MEMBERS

Every duly elected Governor, elected or appointed officer, employee or committee member and any other person acting on behalf of the Association or at the direction of an officer or Board of Governors of the Association shall be indemnified by the Association against all expense and liability, including counsel fees reasonably incurred by or imposed upon them in connection with any proceeding to which he/she may be a party, or in which he/she may become involved by reason of being or having been in any such position at the time such expenses were incurred, except in such cases where the said individual is adjudged guilty of willful malfeasance in the performance of duty, in which case there will be no such reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any other rights to which such individuals may be entitled.

ARTICLE XIII
BY-LAWS

The By-Laws of the Association may be made, amended, altered, or rescinded in accordance with the provisions of such By-Laws.

ARTICLE XIV
AMENDMENTS

Amendments to the Articles of Incorporation shall be adopted by a majority vote of the Board of Governors at any regular or special meeting called for that purpose and proposed by the Board of Governors to the membership. A majority vote of all members present and entitled to vote at a duly-constituted meeting of the membership called for that purpose, at which a quorum of thirty percent (30%) of the members entitled to vote are present, shall be necessary to amend the Articles of Incorporation.

ARTICLE XV
DISSOLUTION

In the event of liquidation and/or dissolution of the Association, the equity of Club Members outstanding shall be paid and satisfied before Members may receive any distributions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, acknowledged and filed the foregoing Amended and Restated Articles of Incorporation under the laws of the State of Florida, this 28th day of September, 2002.

FRENCHMAN'S CREEK , INC.

Signed By
George E. Murphy
President, Board of Governors