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**FLORIDA NON-PROFIT CORPORATION**

**One Beach Club Drive Property Owners Association Inc**

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**ARTICLES OF INCORPORATION**

**FOR**

**ONE BEACH CLUB DRIVE PROPERTY OWNERS ASSOCIATION, INC.**

**(A Corporation Not-For-Profit)**

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and to that end, by these Articles, set forth:

**ARTICLES I**

**Name and Principal Office**

The name of the corporation shall be **ONE BEACH CLUB DRIVE PROPERTY OWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Master Association." The initial principal office of the Master Association shall be located at 15000 Emerald Coast Parkway, Destin, Florida 32541.

**ARTICLES II**

**Purposes**

The Master Association is organized to establish a master association of the condominium associations in One Beach Club Drive, and to administer and enforce the Declaration of Restrictive Covenants and Easements for One Beach Club Drive (hereinafter the "Master Declaration") to be recorded in the Public Records of Walton County, Florida. The Master Association shall have the following specific purposes:

2.1 To provide for management, operation, and maintenance of properties, areas, improvements, amenities and facilities as may be placed under the jurisdiction of the Master Association by means of the Master Declaration. All terms used herein which are defined in the Master Declaration shall have the same meaning herein.

2.2 To regulate the use of areas and structures as may be placed under the jurisdiction of the Master Association by means of the Master Declaration, including real property in which condominium Unit owners in One Beach Club Drive will have use rights.

2.3 To promote the health, safety and welfare of the residents of One Beach Club Drive.

2.4 To enforce the provisions of the Master Declaration which the Master Association has the responsibility to enforce.

**ARTICLES III**

**Powers and Duties**

The Master Association shall have and exercise all rights and powers conferred upon corporations under the laws of the State of Florida consistent with these Articles and the Master Declaration. The Master Association shall also have all of the powers and authority

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reasonably necessary or appropriate to implement its purposes and to carry out duties imposed upon it by the Master Declaration, including, but not limited to, the following:

3.1 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Master Association as defined in the Master Declaration.

3.2 To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments and assessment liens pursuant to the terms of the Master Declaration and to pay all expenses in connection therewith.

3.3 To acquire (by any lawful means), to own, hold, improve, construct upon, operate, maintain, replace, and to repair, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Master Association, including but not limited to, the Water Management System, and to contract improvements and to repair, remodel and demolish the same, on any property that is owned or leased by the Master Association.

3.4 To pay all office, administration, and other expenses incident to the conduct of the business of the Master Association, including all insurance premiums, salaries, rents, licenses, taxes or governmental charges levied or imposed against the property of the Master Association.

3.5 To borrow money, mortgage, pledge or hypothecate any or all of its real or personal property, including any lien rights it may have, as security for money borrowed or debts incurred.

3.6 To participate in mergers and consolidations with other non-profit associations organized for the same or similar purposes or to annex additional property and common areas.

3.7 To make, amend, or rescind rules, regulations and Bylaws for the Master Association and to provide and enforce penalties for the violation of any such rules, regulations and Bylaws.

3.8 To contract directly or indirectly through a management agent for the maintenance of such facilities and common areas as may be placed under the jurisdiction of this Master Association either by the Master Declaration or by resolution adopted by the Master Association's Board of Directors.

3.9 To employ such legal counsel, accountants, property managers, contractors and other agents or employees as may be deemed necessary for the protection and furtherance of the interest of the Master Association and of its members and to carry out the purposes of the Master Association.

**ARTICLES IV**  
**Prohibition Against Issuance of**  
**Stock and Distribution of Income**

The Master Association shall never have nor issue any shares of stock, nor shall the Master Association distribute any part of its income, if any, to its members, directors or

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officers. All monies and title to all properties acquired by the Master Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provision of these Articles and the Bylaws of the Master Association. Nothing herein, however, shall be construed to prohibit the Master Association from conferring benefits upon its members in accordance with its purposes, or from making any payments or distributions to members of monies or properties permitted by Chapter 617, Florida Statutes, or a statute of similar import. The Master Association may, however, reimburse its directors, officers and members for expenses authorized and approved by the Board of Directors and incurred for and on behalf of the Master Association and may pay compensation in a reasonable amount to its directors, officers and members for actual services rendered to the Master Association as authorized and approved by the Board of Directors.

**ARTICLES V**  
**Membership**

The members of the Master Association shall be One Beach Club Drive, L.L.C., a Delaware limited liability company ("Declarant"), or the person or entity who is assigned the rights of Declarant under the Master Declaration; the Condominium Association as defined in the Master Declaration; and each owner of a Lot within the One Beach Club Drive community, as further described in the Master Declaration. Owners of Units in One Beach Club Drive, a Condominium, shall be entitled to the benefits of membership in the Master Association by virtue of their membership and beneficial interests in the Condominium Associations which are members of the Master Association; however, such Owners of Units in One Beach Club Drive, a Condominium shall not attend meetings or have voting authority in the Master Association except through their respective Condominium Association and as set forth in the Master Declaration and Bylaws. No other persons or entities shall be entitled to membership. Membership rights and duties shall be subject to and controlled by the Master Declaration, which is in the form of a covenant running with the land.

**ARTICLES VI**  
**Voting Rights**

6.1 The Master Association shall have two (2) classes of voting memberships:

A. **Class A.** Class A Members shall be all of those owners of Lots within the One Beach Club Drive community, and the Condominium Association created within One Beach Club Drive, all as described in the Master Declaration. Each Class A Member shall have one (1) vote for each Unit or Lot represented by such Class A Member.

B. **Class B.** There shall be one (1) Class B Member, the Declarant, or its assigns. The Class B Member shall have two (2) votes for each Unit or Lot subject to the Master Declaration, plus one (1) vote.

6.2 The Class B membership shall cease and terminate upon the occurrence of the first to occur of the following events:

A. Ninety (90) days after the Declarant has conveyed title to all Units and Lots which it intends to develop in One Beach Club Drive; or

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B. At any time that the Declarant, in its sole discretion, voluntarily terminates its Class B membership; or

C. Upon Turnover and transfer of Master Association control by Declarant pursuant to the Master Declaration.

**ARTICLES VII**  
**Board of Directors**

7.1 The affairs of the Master Association will be managed by a Board of Directors. Prior to Turnover, the Board of Directors shall be comprised of the President of the Condominium Association which is a Class A Member of the Master Association, one (1) Lot Owner elected at an election held for that purpose by the Lot Owners, plus one (1) Director designated by the Class B Member of the Association. In no case shall the number of Directors be less than three (3) prior to transfer of Master Association control pursuant to Article VI and termination of Class B membership. After transfer of Master Association control pursuant to Article VI, the number of Directors shall be no less than three (3), all but one of which shall be as appointed by the President of the Condominium Association. The last director shall be a Lot Owner, elected as such at an election held by the Lot Owners for that purpose. The initial Directors of the Master Association shall be appointed by the Declarant, and the Declarant shall continue to appoint either all of the Directors, or if the Master Association is subject to the provisions of Florida Statute 718.301, a majority of the Directors, consistent with Florida Statute 718.301, until transfer of Master Association control to the Members, other than Declarant. Except for the Directors elected by the Declarant, all Directors of the Master Association must be either a Unit Owner or a Lot Owner.

7.2 Any vacancies in the Board of Directors shall:

A. Be appointed by the Declarant if the vacating director was appointed by the Director; or

B. Be appointed by the President of the Condominium if the vacating director is a Unit Owner leaving the Board after Declarant has relinquished control of the same; or

C. Be elected by the Lot Owners, if the vacating director is a Lot Owner leaving the Board after Declarant has relinquished control of the same.

7.3 Notwithstanding any of the foregoing, the Declarant shall be entitled at any time to waive in writing its rights hereunder, and to transfer control of the Master Association to the Class A Members prior to the time required by law.

7.4 The initial Board of Directors shall consist of three (3) Directors appointed by Declarant. The names and addresses of the initial Directors are:

A. Thomas R. Becnel  
15000 Emerald Coast Parkway  
Destin, Florida 32541

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<b>B.</b>	Vance Askew 9300 Highway 98 West Destin, Florida 32541	<b>C.</b>	Rodney Olsen 15000 Emerald Coast Parkway Destin, FL 32541
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7.5 Unless contrary provisions are made by law, each director's term of office shall be for one (1) year, provided that all Directors shall continue in office until their successors are duly elected or appointed, and installed. Directors may serve successive annual terms without limitation.

7.6 Directors entitled to cast a majority of the voting interest of the entire membership shall constitute a quorum at meetings of the Board. Except as herein otherwise specified, the decision of a majority of the Directors present at a meeting at which a quorum is present shall be required and shall be sufficient to authorize any action on behalf of the Board. Each Director shall be entitled to vote on every matter presented to the Board of Directors on behalf of the Member represented by such Director, such votes to be cast in accordance with Article VI herein.

**ARTICLES VIII**  
**Officers**

The Board of Directors may elect officers from among its members. The officers of the Master Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as may be decided upon and elected by the Board of Directors. The same person may hold two or more offices. The term of each office shall be one (1) year or until their successors are elected or appointed as provided in the Bylaws. The initial officers of the Master Association who are to serve until their successors are elected or appointed as provided in the Bylaws are as follows:

1. **President:**  
Thomas R. Becnel  
15000 Emerald Coast Parkway  
Destin, Florida 32541
  
2. **Vice President:**  
Vance Askew  
9300 Highway 98 West  
Destin, Florida 32541
  
3. **Secretary/Treasurer:**  
Rodney Olsen  
15000 Emerald Coast Parkway  
Destin, Florida 32541

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**ARTICLES IX**  
**Indemnification**

Every Director and every officer of the Master Association shall be indemnified by the Master Association to the fullest extent permitted by Florida law against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement or any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Master Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

**ARTICLES X**  
**Bylaws**

The original Bylaws of the Master Association shall be adopted by a majority vote of the Directors. Thereafter, the Bylaws may be altered, amended or rescinded by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by Members of the Master Association.

**ARTICLES XI**  
**Amendment**

These Articles of Incorporation may be amended from time to time, in the following manner:

11.1 An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors acting upon a vote of the majority of the Directors, or by the owners of a majority of the Units in the Condominium Associations or by the owners of a majority of the Lots, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or Owners, such proposed amendment or amendments shall be transmitted to the President of the Master Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members of the Master Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment; provided, that proposed amendments to the Articles may be considered and voted upon at annual meetings of the Members if such amendments are listed as specific items on the agenda for such annual meeting.

11.2 In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members holding three-fourths (3/4) of the votes in the Master Association. Thereupon, such amendment or amendments to the Bylaws shall be transcribed, certified by the President and Secretary of the Master Association, and a copy

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thereof shall be recorded in the Public Records of Walton County, Florida within thirty (30) days from the date on which any Amendment or amendments have been affirmatively approved by the Members.

11.3 Any proposal to amend the classes of membership shall require:

- A. The consent of the Class B Member; and
- B. The affirmative vote of at least three-fourths (3/4) of the membership votes of Class A.

11.4 No amendment shall alter or abrogate the rights of Declarant, these Articles, or the Bylaws without the prior written consent of Declarant.

ARTICLES XII  
Term of Existence

The Master Association shall have perpetual existence.

ARTICLES XIII  
Dissolution

The Master Association may be dissolved if not less than two-thirds (2/3) of the Members of the Board of Directors adopt a resolution to that effect, and such resolution is approved by a vote of at least three fourths (3/4) of the membership votes of the Master Association.

ARTICLES XIV  
DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Master Association all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

14.1 Real property contributed to the Master Association without the receipt of other than nominal consideration by Declarant shall be returned in fee simple and without encumbrances to Declarant or its successor, whether or not it is a Member at the time of such dissolution, unless it refuses to accept the conveyance in whole or in part.

14.2 Property determined by the Board of Directors to be appropriate for dedication to an applicable governmental agency or utility shall be dedicated to such agency or utility. In the event that such dedication is refused acceptance, such property shall be granted, conveyed and assigned to a nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Master Association.

14.3 If not conveyed or dedicated to a governmental agency or utility, the Water Management System shall be conveyed or dedicated to a similar not-for-profit organization so as to assure continued maintenance thereof.

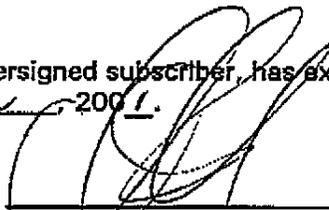
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14.4 Any remaining assets shall be distributed among the Class A Members as tenants in common, each Member's share of the assets to be determined as may be provided in the Bylaws, or in the absence of such provision, in accordance with its voting rights.

**ARTICLES XV**  
**Registered Agent and Registered Office**

The initial registered agent for this Master Association shall be **NAPLES-LAWDOCK, INC.**, a Florida corporation, and the registered office shall be located at 4501 Tamiami Trail North, Suite 300, Naples, Florida 34103. The Board of Directors shall have the right to designate subsequent resident agents without amending these Articles.

**IN WITNESS WHEREOF**, I, the undersigned subscriber, has executed these Articles of Incorporation, this 28 day of June, 2001.

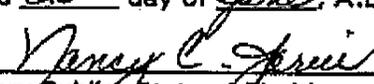


**LEO J. SALVATORI**  
4501 Tamiami Trail North  
Suite 300  
Naples, Florida 34103

STATE OF FLORIDA  
COUNTY OF COLLIER

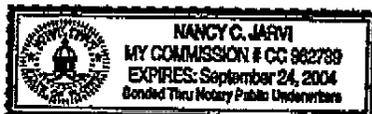
Before me personally appeared **LEO J. SALVATORI**, subscriber, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 28 day of June, A.D., 2001.



Notary Public, State of Florida  
**NANCY C. JARVI**

SEAL



Print, Type or Stamp Name of Notary Public

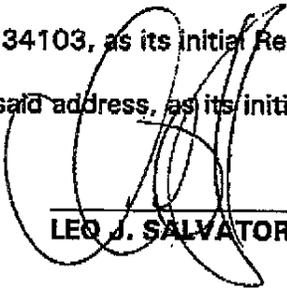
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**CERTIFICATE DESIGNATING REGISTERED AGENT  
AND REGISTERED OFFICE**

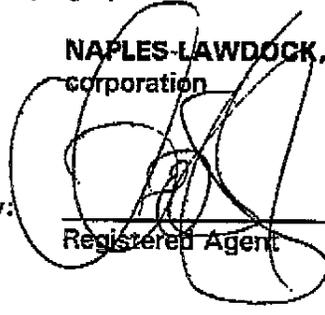
In compliance with Florida Statutes Sections 48.091, 617.023, and 607.034, the following is submitted:

**ONE BEACH CLUB DRIVE PROPERTY OWNERS ASSOCIATION, INC.**, desiring to organize as a corporation under the laws of the State of Florida, has designated 4501 Tamiami Trail North, Suite 300, Naples, Florida 34103, as its initial Registered Office, and has named **NAPLES-LAWDOCK, INC.**, located at said address, as its initial Registered Agent.

  
\_\_\_\_\_  
**LEO J. SALVATORI**

**ACCEPTANCE OF REGISTERED AGENT**

Having been named Registered Agent for the above stated corporation, at the designated Registered Office, the undersigned hereby accepts said appointment, is familiar with and accepts the obligations thereof, and agrees to comply with the provisions of Florida Statutes Section 48.091 relative to keeping open said office.

**NAPLES-LAWDOCK, INC.**, a Florida corporation  
By:  \_\_\_\_\_  
Registered Agent

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