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## FLORIDA NON-PROFIT CORPORATION

**BOARDWALK BEACH RESORT COMMUNITY ASSOCIATION, INC.**

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ARTICLES OF INCORPORATION  
OF  
BOARDWALK BEACH RESORT COMMUNITY ASSOCIATION, INC.

FILED  
MAR 23 11 09 AM '05  
CLERK OF CIRCUIT COURT  
JACKSONVILLE, FLORIDA

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME AND ADDRESS. The name of the corporation shall be Boardwalk Beach Resort Community Association, Inc." (the "Association") and the street address and mailing address of its initial principal office is 1002 West 23rd Street, Panama City, Florida 32405.

ARTICLE II

PURPOSE. The purpose for which the Association is organized is as follows:

(1) To provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, 2001, for the operation, management, maintenance and control of such one (1) or more condominiums as may be from time to time submitted to its jurisdiction, and

(2) To provide an entity to operate, manage, maintain and control all or such parts thereof of the real property located in Bay County, Florida, described on Exhibit A hereto together with the recreational, greenspace, ingress and egress, parking, utilities and other related amenities as may be from time to time constructed thereon (the "Community Property"). Pursuant to the Community Property Agreement entered into by and between the Association and Resort Hospitality Enterprises, Ltd., a Florida limited partnership (the "Developer"), the Association shall hold the use rights and privileges granted by the Community Property Agreement in trust for the benefit of the unit owners of such condominiums as may be, from time to time, submitted to the jurisdiction of the Association, and upon termination of the Community Property Agreement, the Association will receive fee simple title to the Community Property from the Developer pursuant to the covenants and agreements of the Community Property.

Prepared by:  
Elizabeth J. Walters, Esq. - Florida Bar # 0049468  
Burke, Blue, Hutchison & Walters, P.A.  
P.O. Box 70  
Panama City, FL 32402  
(850) 769-1414  
(850) 784-0857 - Fax

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The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

SUBMISSION TO JURISDICTION. A condominium shall be deemed to be submitted to the jurisdiction of the Association if the declaration of condominium of the condominium provides that the operation of the condominium shall be by the Association.

ARTICLE IV

POWERS. The powers of the Association shall include and be governed by the following provisions:

(A) The Association shall have all the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles or the declaration of condominium of any condominium operated by the Association.

(B) The Association shall have all the powers and duties set forth in these Articles and the declaration of condominium of any condominium operated by the Association and in the Condominium Act except where the Act allows limitations by these Articles or the declaration of condominium of any condominium operated by the Association and all of the powers and duties reasonably necessary to operate condominiums pursuant to the declaration of condominium of any condominium operated by the Association and as it may be amended from time to time, including but not limited to the following:

(1) To hold title to and own fee simple or other lesser interest in real, personal or mixed property, wherever situated, including units in any condominium operated by the Association, and to lease, mortgage and convey same.

(2) To make and collect assessments against the members as unit owners to defray the costs, expenses and losses of any condominium operated by the Association or any costs, expenses or losses of the Association related to the Community Property and to defray the costs, expenses and losses of any other business, enterprise, venture or property interest of the Association.

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(3) To use the proceeds of the assessments in the exercise of these powers and duties.

(4) To maintain, repair, replace and operate the property of any condominium operated by the Association, the Community Property or any other property of the Association including, but not limited to, any portions of the Stormwater Management System serving the condominium as exempted or permitted by applicable regulatory authority that may become property of the Association.

(5) To purchase insurance upon the property of any condominium operated by the Association, the Community Property or the other property of the Association and insurance for the protection of the Association and its members.

(6) To reconstruct improvements after casualty and to further improve the property of any condominium operated by the Association, the Community Property or any other property of the Association.

(7) To make and amend reasonable regulations respecting the use of the property of any condominium operated by the Association, the Community Property or the other property of the Association.

(8) To enforce by legal means the provisions of the Condominium Act, the declaration of condominium of any condominium operated by the Association, these Articles, the By-Laws of the Association, the Community Property Agreement and regulations for the use of the property of any condominium operated by the Association, the Community Property or the other property of the Association.

(9) To contract for the management of the Association, the Community Property, any condominium operated by the Association or any portion thereof, and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the declaration of condominium of any condominium operated by the Association to have approval of the Board of Directors or the membership of the Association.

(10) To contract with the Developer, its successors and assigns, and any of the partners of the Developer, their officers, directors, partners or shareholders.

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(11) To acquire fee simple title to, to lease, acquire memberships or acquire other possessory or use interest in and to operate lands and facilities, including but not limited to the Community Property, whether or not contiguous to the lands of any condominium operated by the Association, intended to provide for the enjoyment, recreation or other use or benefit of the members, or a substantial number of the members, of the Association.

(12) To determine which persons shall be entitled to use the Community Property including all fees, charges and other terms and conditions relating to such use and to enter into such agreements as may be necessary or incidental thereto.

(13) To employ personnel to perform the services required for the proper operation, management, maintenance or control of the Association, any condominium operated by the Association, the Community Property, or any other property of the Association.

(14) To hire attorneys or other professionals for the purpose of bringing legal action or enforcing rights in the name of and on behalf of the members of the Association where such actions or rights are common to all members, or a substantial number of the members; and to bring such action in the name of and on behalf of the members.

(C) All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the declaration of condominium of any condominium operated by the Association, the Community Property Agreement and by the By-Laws of the Association.

#### ARTICLE V

##### MEMBERS.

(A) The members of the Association shall consist of all of the record owners of units in such condominiums as may, from time to time, be submitted to the jurisdiction of the Association and after termination of any such condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

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(B) A change of membership in the Association shall be established by recording in the public records of Bay County, Florida, a deed or other instrument establishing a record title to a unit in any of the condominiums operated by the Association and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

(C) The share of a member in the funds or assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

(D) The owner of each unit in a condominium operated by the Association shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE VI

DIRECTORS.

(A) The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than seven (7) directors who shall be designated or elected as hereinafter set forth. Except for Developer designees, in order to qualify as a candidate for election and to serve as a director of the Association, such candidate or director shall be a member of the Association and shall own record title to at least an undivided one-half (1/2) interest in a unit in the Condominium. Developer designees are not required to have an ownership interest in a unit of the Condominium.

(B) The names and addresses of the members of the first Board of Directors who have been designated as such by the Developer and who shall hold office until their successors are designated or elected as herein provided and have qualified or until removed as herein provided are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Joseph F. Chapman, IV	1002 West 23rd Street Panama City, FL 32405
Jimmy Barr	1002 West 23rd Street Panama City, FL 32405
Lauretta J. Pippin	1002 West 23rd Street Panama City, FL 32405

Until unit owners other than the Developer are entitled to elect members of the Board of Directors, the members of the Board of Directors shall be designated by the Developer

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and may be changed from time to time as the Developer, in its sole discretion, may determine.

(C) Until unit owners other than the Developer are entitled to elect at least a majority of the Board of Directors, the Board of Directors shall consist of three (3) members. The first election of Directors shall not be held until required by the Condominium Act, including Section 718.301(1)(a)-(e) thereof, or until the Developer elects to terminate its control of the Association. The provisions of Section 718.301 (1) (a)-(e) are set forth in Article (D) below.

(D) Section 718.301(1)(a-e) of the Condominium Act provides as follows:

"718.301 Transfer of association control.-

- (1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:
  - (a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
  - (b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
  - (c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;
  - (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or
  - (e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to §718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an

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association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration."

(E) Beginning with the election at which unit owners other than the Developer are entitled to elect at least a majority of the Board of Directors, the affairs of the Association will be managed by a Board consisting of seven (7) directors. After unit owners other than the Developer are entitled to elect a majority of the members of the Board of Directors, directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE VII

OFFICERS. The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall until serve their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Joseph F. Chapman, IV President	1002 West 23 <sup>rd</sup> Street Panama City, FL 32405
Jimmy Barr Vice President	1002 West 23 <sup>rd</sup> Street Panama City, FL 32405
Lauretta J. Pippin Secretary	1002 West 23 <sup>rd</sup> Street Panama City, FL 32405
Ed Livingston Treasurer	1002 West 23 <sup>rd</sup> Street Panama City, FL 32405

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ARTICLE VIII

INDEMNIFICATION. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such director or officer may be entitled. The directors shall be authorized to purchase directors and officers liability insurance providing coverage to the officers and directors of the Association at the expense of the Association.

ARTICLE IX

BY-LAWS. The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

AMENDMENTS. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(A) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(B) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the secretary or assistant secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than three-fifths (3/5) of the vote of the entire membership of the Association;

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(C) Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon any condominium operated by the Association.

(D) Provided, further, that no amendment shall abridge, limit or alter the rights reserved by or granted to the Developer, its successors or assigns, or any successor developer, by these Articles or By-Laws without the prior written consent of the Developer, its successors or assigns, or a successor developer.

(E) A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Bay County, Florida.

ARTICLE XI

TERM. The term of the Association shall be perpetual.

ARTICLE XII

SUBSCRIBERS. The name and address of the subscriber to these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Elizabeth J. Walters	221 McKenzie Avenue Panama City, Florida 32401

ARTICLE XIII

APPOINTMENT OF REGISTERED AGENT AND OFFICE. Elizabeth J. Walters is hereby appointed to serve as Registered Agent of the Association. The street address of the Registered Office of the Registered Agent is 221 McKenzie Avenue, Panama City, Florida.

ARTICLE XIV

DISPOSITION OF ASSETS UPON DISSOLUTION. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other

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organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

No disposition of Boardwalk Beach Resort Community Association, Inc., properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded declaration of condominium for any condominium operated by the Association, unless made in accordance with the provisions of any applicable declaration.

IN WITNESS WHEREOF, the subscriber has affixed his signature this 22<sup>nd</sup> day of March, 2005

Elizabeth J. Walters  
Elizabeth J. Walters

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of March, 2005, by Elizabeth J. Walters who is personally known to me or who has produced a Florida Driver's License as identification.

My Commission Expires:

Margaret M. Clark  
Notary Public



MARGARET M. CLARK  
Printed Name of Notary

\_\_\_\_\_  
Commission Number

(Notary Seal)

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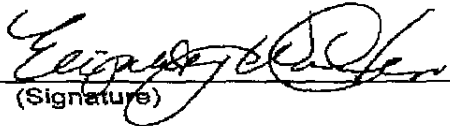
CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 607.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

- 1. The name of the corporation is:  
Boardwalk Beach Resort Community Association, Inc.
- 2. The name and address of the registered agent and office is:

Elizabeth J. Walters  
221 McKenzie Avenue  
Panama City, Florida 32401

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

  
\_\_\_\_\_  
(Signature)

3/22/05  
\_\_\_\_\_  
(Date)

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05 MAR 23 AM 19:28  
TALLAHASSEE, FLORIDA

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**EXHIBIT A TO ARTICLES OF INCORPORATION OF  
BOARDWALK BEACH RESORT COMMUNITY ASSOCIATION, INC.**

**LEGAL DESCRIPTION**

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**DESCRIPTION: COMMUNITY PROPERTY**

A PARCEL OF LAND LYING AND BEING IN THE EAST ONE-HALF OF FRACTIONAL SECTION 8, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 43, A.W. PLEDGER'S PLAT OF PANAMA CITY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 15 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA; THENCE SOUTH 57 DEGREES 03 MINUTES 17 SECONDS EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THOMAS DRIVE (FORMERLY STATE ROAD No. 392, 100.00 FOOT WIDE RIGHT-OF-WAY), 415.82 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, 496.95 FEET TO THE POINT OF BEGINNING; SAID CURVE HAVING A RADIUS OF 2914.93 FEET, A CENTRAL ANGLE OF 09 DEGREES 46 MINUTES 05 SECONDS, AND A CHORD LENGTH OF 496.35 FEET BEARING SOUTH 61 DEGREES 57 MINUTES 10 SECONDS EAST; THENCE CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID THOMAS DRIVE, SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, 113.20 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 2914.93 FEET, A CENTRAL ANGLE OF 02 DEGREES 13 MINUTES 30 SECONDS AND A CHORD LENGTH OF 113.19 FEET, BEARING SOUTH 67 DEGREES 56 MINUTES 57 SECONDS EAST, THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 69 DEGREES 04 MINUTES 25 SECONDS EAST, 258.94 FEET; THENCE DEPARTING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID THOMAS DRIVE, RUN SOUTH 20 DEGREES 55 MINUTES 43 SECONDS WEST, 9.97 FEET; THENCE SOUTH 16 DEGREES 01 MINUTES 13 SECONDS EAST, 43.82 FEET; THENCE SOUTH 32 DEGREES 55 MINUTES 58 SECONDS WEST, 238.24 FEET; THENCE SOUTH 25 DEGREES 01 MINUTES 10 SECONDS WEST, 98.56 FEET; THENCE SOUTH 32 DEGREES 55 MINUTES 58 SECONDS WEST, 138.78 FEET TO THE COASTAL CONSTRUCTION CONTROL LINE, RECORDED IN AUGUST, 1973 (REVISED, JUNE, 1975); THENCE NORTH 65 DEGREES 08 MINUTES 55 SECONDS WEST, ALONG SAID COASTAL CONSTRUCTION CONTROL LINE, 317.86 FEET; THENCE CONTINUING ALONG SAID COASTAL CONSTRUCTION CONTROL LINE, NORTH 58 DEGREES 34 MINUTES 49 SECONDS WEST, 78.08 FEET; THENCE DEPARTING SAID COASTAL CONSTRUCTION CONTROL LINE, RUN NORTH 33 DEGREES 19 MINUTES 09 SECONDS EAST, 103.94 FEET; THENCE NORTH 11 DEGREES 42 MINUTES 37 SECONDS EAST, 48.19 FEET; THENCE NORTH 44 DEGREES 03 MINUTES 40 SECONDS EAST, 39.01 FEET; THENCE NORTH 24 DEGREES 34 MINUTES 55 SECONDS EAST, 80.90 FEET; THENCE SOUTH 06 DEGREES 33 MINUTES 10 SECONDS EAST, 31.38 FEET; THENCE NORTH 23 DEGREES 35 MINUTES 59 SECONDS EAST, 164.95 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 4.233 ACRES MORE OR LESS, LESS AND EXCEPT THE CONDOMINIUM AND THE TIKI HUT PROPERTY AS DESCRIBED HEREIN.

**LESS AND EXCEPT:**

**DESCRIPTION: CONDOMINIUM**

A PARCEL OF LAND LYING AND BEING IN THE EAST ONE-HALF OF FRACTIONAL SECTION 8, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 43, A.W. PLEDGER'S PLAT OF PANAMA CITY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 15 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA; THENCE SOUTH 57 DEGREES 03 MINUTES 17 SECONDS EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THOMAS DRIVE (FORMERLY STATE ROAD No. 392, 100.00 FOOT WIDE RIGHT-OF-WAY), 415.82 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, 496.85 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 2914.03 FEET, A CENTRAL ANGLE OF 09 DEGREES 46 MINUTES 05 SECONDS, AND A CHORD LENGTH OF 496.35 FEET BEARING SOUTH 61 DEGREES 57 MINUTES 10 SECONDS EAST; THENCE CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID THOMAS DRIVE, SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, 113.20 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 2914.93 FEET, A CENTRAL ANGLE OF 02 DEGREES 13 MINUTES 30 SECONDS AND A CHORD LENGTH OF 113.19 FEET, BEARING SOUTH 67 DEGREES 56 MINUTES 57 SECONDS EAST, THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 69 DEGREES 04 MINUTES 25 SECONDS EAST, 258.94 FEET; THENCE DEPARTING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID THOMAS DRIVE, RUN SOUTH 20 DEGREES 56 MINUTES 43 SECONDS WEST, 9.97 FEET; THENCE SOUTH 16 DEGREES 01 MINUTES 13 SECONDS EAST, 43.82 FEET; THENCE SOUTH 32 DEGREES 55 MINUTES 58 SECONDS WEST, 238.24 FEET; THENCE SOUTH 25 DEGREES 01 MINUTES 10 SECONDS WEST, 98.88 FEET; THENCE SOUTH 31 DEGREES 58 MINUTES 01 SECONDS WEST, 71.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 76 DEGREES 40 MINUTES 23

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**EXHIBIT A TO ARTICLES OF INCORPORATION OF  
BOARDWALK BEACH RESORT COMMUNITY ASSOCIATION, INC.**

**LEGAL DESCRIPTION**

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**DESCRIPTION OF CONDOMINIUM (cont'd)**

SECONDS WEST, 72.28 FEET; THENCE NORTH 57 DEGREES 04 MINUTES 05 SECONDS WEST, 192.91 FEET; THENCE NORTH 37 DEGREES 27 MINUTES 49 SECONDS WEST, 72.41 FEET; THENCE NORTH 52 DEGREES 55 MINUTES 55 SECONDS EAST, 81.82 FEET; THENCE SOUTH 37 DEGREES 04 MINUTES 05 SECONDS EAST, 32.17 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 55 SECONDS WEST, 2.61 FEET; THENCE SOUTH 37 DEGREES 04 MINUTES 05 SECONDS EAST, 7.89 FEET; THENCE NORTH 52 DEGREES 55 MINUTES 55 SECONDS EAST, 10.81 FEET; THENCE SOUTH 37 DEGREES 04 MINUTES 05 SECONDS EAST, 13.00 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 55 SECONDS WEST, 1.17 FEET; THENCE SOUTH 37 DEGREES 04 MINUTES 05 SECONDS EAST, 8.00 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 55 SECONDS WEST, 19.00 FEET; THENCE SOUTH 37 DEGREES 04 MINUTES 05 SECONDS EAST, 1.07 FEET; THENCE SOUTH 57 DEGREES 04 MINUTES 05 SECONDS EAST, 14.76 FEET; THENCE NORTH 32 DEGREES 55 MINUTES 55 SECONDS EAST, 11.33 FEET; THENCE SOUTH 57 DEGREES 04 MINUTES 05 SECONDS EAST, 16.17 FEET; THENCE SOUTH 32 DEGREES 55 MINUTES 55 SECONDS WEST, 11.33 FEET; THENCE SOUTH 57 DEGREES 04 MINUTES 05 SECONDS EAST, 13.83 FEET; THENCE NORTH 32 DEGREES 55 MINUTES 55 SECONDS EAST, 9.58 FEET; THENCE SOUTH 57 DEGREES 04 MINUTES 05 SECONDS EAST, 7.00 FEET; THENCE NORTH 32 DEGREES 55 MINUTES 55 SECONDS EAST, 28.00 FEET; THENCE SOUTH 57 DEGREES 04 MINUTES 05 SECONDS EAST, 35.17 FEET; THENCE SOUTH 32 DEGREES 55 MINUTES 55 SECONDS WEST, 28.00 FEET; THENCE SOUTH 57 DEGREES 04 MINUTES 05 SECONDS EAST, 7.00 FEET; THENCE SOUTH 32 DEGREES 55 MINUTES 55 SECONDS WEST, 9.58 FEET; THENCE SOUTH 57 DEGREES 04 MINUTES 05 SECONDS EAST, 13.83 FEET; THENCE NORTH 32 DEGREES 55 MINUTES 55 SECONDS EAST, 11.33 FEET; THENCE SOUTH 57 DEGREES 04 MINUTES 05 SECONDS EAST, 16.16 FEET; THENCE SOUTH 32 DEGREES 53 MINUTES 54 SECONDS WEST, 11.33 FEET; THENCE SOUTH 57 DEGREES 04 MINUTES 05 SECONDS EAST, 14.78 FEET; THENCE SOUTH 77 DEGREES 16 MINUTES 28 SECONDS EAST, 1.06 FEET; THENCE NORTH 12 DEGREES 55 MINUTES 55 SECONDS EAST, 19.00 FEET; THENCE SOUTH 77 DEGREES 04 MINUTES 05 SECONDS EAST, 6.00 FEET; THENCE NORTH 12 DEGREES 55 MINUTES 55 SECONDS EAST, 1.17 FEET; THENCE SOUTH 77 DEGREES 04 MINUTES 05 SECONDS EAST, 13.00 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 55 SECONDS WEST, 10.81 FEET; THENCE SOUTH 77 DEGREES 04 MINUTES 05 SECONDS EAST, 7.89 FEET; THENCE NORTH 12 DEGREES 55 MINUTES 55 SECONDS EAST, 2.61 FEET; THENCE SOUTH 77 DEGREES 04 MINUTES 05 SECONDS EAST, 32.17 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 55 SECONDS WEST, 81.67 FEET; TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.530 ACRES MORE OR LESS.

**AND LESS AND EXCEPT:**

**DESCRIPTION: TIKI HUT PROPERTY**

A PARCEL OF LAND LYING AND BEING IN THE EAST ONE-HALF OF FRACTIONAL SECTION 8, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 43, A.W. PLEDGER'S PLAT OF PANAMA CITY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 15 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA; THENCE SOUTH 57 DEGREES 03 MINUTES 17 SECONDS EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THOMAS DRIVE (FORMERLY STATE ROAD No. 392, 100.00 FOOT WIDE RIGHT-OF-WAY), 415.82 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, 496.95 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 2914.93 FEET, A CENTRAL ANGLE OF 09 DEGREES 46 MINUTES 05 SECONDS, AND A CHORD LENGTH OF 496.35 FEET BEARING SOUTH 61 DEGREES 57 MINUTES 10 SECONDS EAST; THENCE CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID THOMAS DRIVE, SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, 113.20 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 2914.93 FEET, A CENTRAL ANGLE OF 02 DEGREES 13 MINUTES 30 SECONDS AND A CHORD LENGTH OF 113.19 FEET, BEARING SOUTH 87 DEGREES 56 MINUTES 57 SECONDS EAST, THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 69 DEGREES 04 MINUTES 25 SECONDS EAST, 256.94 FEET; THENCE DEPARTING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID THOMAS DRIVE, RUN SOUTH 20 DEGREES 56 MINUTES 43 SECONDS WEST, 9.97 FEET; THENCE SOUTH 16 DEGREES 01 MINUTES 13 SECONDS EAST, 43.82 FEET; THENCE SOUTH 32 DEGREES 55 MINUTES 58 SECONDS WEST, 238.24 FEET; THENCE SOUTH 25 DEGREES 01 MINUTES 10 SECONDS WEST, 98.86 FEET; THENCE SOUTH 32 DEGREES 55 MINUTES 58 SECONDS WEST, 138.78 FEET TO THE COASTAL CONSTRUCTION CONTROL LINE, RECORDED IN AUGUST, 1973 (REVISED, JUNE, 1975); THENCE NORTH 55 DEGREES 09 MINUTES 55 SECONDS WEST, ALONG SAID COASTAL CONSTRUCTION CONTROL LINE, 289.79 FEET; THENCE DEPARTING SAID COASTAL CONSTRUCTION CONTROL LINE, RUN NORTH 32 DEGREES 55 MINUTES 55 SECONDS EAST, 3.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 57 DEGREES 04 MINUTES 05 SECONDS WEST, 69.54 FEET;

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EXHIBIT A TO ARTICLES OF INCORPORATION OF  
BOARDWALK BEACH RESORT COMMUNITY ASSOCIATION, INC.LEGAL DESCRIPTION

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DESCRIPTION OF TIKI HUT PROPERTY (cont'd)

THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 7.28 FEET TO A POINT NON-TANGENT TO SAID CURVE WHICH HAS A RADIUS OF 7.00 FEET, A CENTRAL ANGLE OF 59 DEGREES 23 MINUTES 54 SECONDS, AND A CHORD LENGTH OF 6.94 FEET, BEARING NORTH 00 DEGREES 56 MINUTES 09 SECONDS WEST; THENCE NORTH 55 DEGREES 38 MINUTES 54 SECONDS EAST, 3.05 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 4.67 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE HAVING A RADIUS OF 3.50 FEET, A CENTRAL ANGLE OF 76 DEGREES 23 DEGREES 46 SECONDS, AND A CHORD LENGTH OF 4.33 FEET, BEARING NORTH 80 DEGREES 45 MINUTES 28 SECONDS WEST; THENCE NORTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 4.298 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE HAVING A RADIUS OF 81.00 FEET, A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 02 SECONDS, AND A CHORD LENGTH OF 42.09 FEET, BEARING NORTH 43 DEGREES 44 MINUTES 10 SECONDS EAST; THENCE NORTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 4.67 FEET TO A POINT NON-TANGENT TO SAID CURVE WHICH HAS A RADIUS OF 3.5 FEET, A CENTRAL ANGLE OF 76 DEGREES 24 MINUTES 08 SECONDS, AND A CHORD LENGTH OF 4.33 FEET, BEARING NORTH 14 DEGREES 38 MINUTES 27 SECONDS WEST; THENCE NORTH 28 DEGREES 58 MINUTES 52 SECONDS EAST, 3.08 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 4.90 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 9.21 FEET, A CENTRAL ANGLE OF 30 DEGREES 30 MINUTES 09 SECONDS, AND A CHORD LENGTH OF 4.85 FEET, BEARING SOUTH 52 DEGREES 28 MINUTES 39 SECONDS EAST, THENCE SOUTH 37 DEGREES 04 MINUTES 05 SECONDS EAST, 19.37 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 9.42 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 6.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00' 00", AND A CHORD LENGTH OF 8.49 FEET, BEARING SOUTH 82 DEGREES 04 MINUTES 05 SECONDS EAST; THENCE NORTH 52 DEGREES 55 MINUTES 55 SECONDS EAST, 5.00 FEET; THENCE SOUTH 37 DEGREES 04 MINUTES 05 SECONDS EAST, 22.97 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 55 SECONDS WEST, 3.58 FEET; THENCE SOUTH 37 DEGREES 04 MINUTES 05 SECONDS EAST, 14.66 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES 35 SECONDS WEST, 31.17 FEET; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTH A DISTANCE OF 6.00 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 3.50 FEET, A CENTRAL ANGLE OF 81 DEGREES 47 MINUTES 12 SECONDS, AND A CHORD LENGTH OF 4.58 FEET, BEARING SOUTH 73 DEGREES 49 MINUTES 31 SECONDS WEST, THENCE SOUTH 32 DEGREES 55 MINUTES 55 SECONDS WEST, 8.06 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.079 ACRES MORE OR LESS.

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