

Division of Corporations

Florida Department of State
Division of Corporations
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FLORIDA PROFIT/NON PROFIT CORPORATION

Beachwalk Club, Inc.

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**ARTICLES OF INCORPORATION FOR
BEACHWALK CLUB, INC.
(a corporation not-for-profit)**

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, adopt(s) the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation shall be Beachwalk Club, Inc., a Florida corporation not-for-profit (the "Club").

ARTICLE II - DEFINITIONS

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions and for Beachwalk Club (the "Club Declaration") which will be recorded, among the public records of St. Johns County, Florida by TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company (the "Declarant") and joined in by TWIN CREEKS VENTURES LLC, a Florida limited liability company ("TCV"). Such defined terms shall have the same meaning or definition used herein as the meaning or definition ascribed thereto in the Declaration.

ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business and mailing address of the corporation shall be 100 East Linton Blvd., Suite 211B, Delray Beach, Florida 33483.

ARTICLE IV - PURPOSE(S)

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

Section 1. To own, maintain, repair, replace and operate the Club Property owned by the Club and the improvements thereto, and any other property benefiting said Club and the Club Members, for which the obligation to construct, maintain, repair, replace and/or operate has been delegated.

Section 2. To maintain, repair, and operate any other property and improvements, for which the Club is obligated to maintain, repair and/or operate, including without limitation, the Lagoon in accordance with the Lagoon License Agreement.

Section 3. To operate without profit for the benefit of the Club Members.

Section 4. To perform the functions, and exercise the powers, granted to or reserved by the Club in the Club Declaration.

ARTICLE V - GENERAL POWERS

The Club shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Club Declaration including, without limitation, the following:

Section 1. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Club, provided, however, such Bylaws may not

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be inconsistent with or contrary to any provisions of the Club Declaration:

Section 2. To own, lease, operate, maintain, and replace the Club Facilities in accordance with the Club Declaration.

Section 3. To enter into the Lagoon License Agreement with the Lagoon Association in order to gain physical access and use of the Lagoon by Club Members.

Section 4. To operate and maintain the Lagoon pursuant to the Lagoon License Agreement.

Section 5. To levy and collect adequate Assessments and other amounts against Club Members for the purposes set forth in the Club Declaration and the Lagoon License Agreement and to use such funds in accordance with the Club Declaration and the Lagoon License Agreement.

Section 6. To pay taxes and other charges, if any, on or against property of the Club.

Section 7. To purchase insurance on the Member Amenities in accordance with the Club Declaration and the Lagoon License Agreement, and to reconstruct or make further improvements to the applicable Member Amenities after a casualty, if any.

Section 8. To make, amend and enforce the Rules and Regulations.

Section 9. To delegate power or powers where such is deemed in the interest of the Club and to enter into agreements in order to fulfill the purposes of the Club.

Section 10. To contract for the operation and maintenance of the Club and the Member Amenities and to delegate any powers and duties of the Club, except those that are specifically required by the Club Declaration to be exercised by the Board of Directors or the Club Members.

Section 11. To employ accountants, attorneys, architects or other professional personnel to perform the services required for proper operation of the Member Amenities.

Section 12. To engage in activities which will actively foster, promote and advance the common interests of the Club Members.

Section 13. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds, and any right or interest therein of the Club for purposes of advancing the interests of the Club Members, subject to the restrictions thereon in the Club Declaration. This power exists whether or not the real property is located adjacent to the Club Property, provided it is intended to provide enjoyment, recreation or other use or benefit to the Club Members.

Section 14. To borrow or raise money for any purpose and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Club, subject to applicable limitations in the Club Declaration or Bylaws.

Section 15. To impose fines or other penalties against appropriate Club Members for violations of the Club Declaration and/or the Rules and Regulations.

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Section 16. To sue and be sued.

Section 17. To have all other powers conferred upon the Club by the Club Declaration and Chapter 617, except as prohibited herein.

ARTICLE VI - MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws.

ARTICLE VII - MEMBERS

The classes and categories of Club Membership and the qualifications required for each shall be as stated in the Club Declaration and the Bylaws. The Club shall initially have three classes of Club Membership and may establish additional classes or categories of membership in accordance with the Club Declaration and the Bylaws. Every Lot Owner shall be a Club Member.

ARTICLE VIII - DIRECTORS

The initial Board of Directors of the Club shall be comprised of at least three (3) Directors appointed by the Declarant. The members of the Board of Directors (each a "Director") and their street addresses are:

John T. Kinsey

100 East Linton Blvd., Suite 211B
Delray Beach, Florida 33483

Robert Furlong

10752 Deerwood Park Blvd. South
Suite 100
Jacksonville, Florida 32256

Harry Thomas Rodgers, III

10752 Deerwood Park Blvd. South
Suite 100
Jacksonville, Florida 32256

Until the Turnover Date has occurred, Declarant shall have the right to appoint and replace all of the Directors. Directors need not be Club Members and need not be residents of the State of Florida. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office only by the Declarant. From and after the Turnover Date, the number of Directors shall be as set forth in the Bylaws.

ARTICLE IX- OFFICERS

The officers of the Club shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the officers who are to manage the affairs of the Club until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

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President: John T. Kinsey
100 East Linton Blvd, Suite 211B
Delray Beach, Florida 33483

Vice President,
Treasurer and
Assistant Secretary: Robert Furlong
10752 Deerwood Park Blvd. South
Suite 100
Jacksonville, Florida 32256

Secretary: Harry Thomas Rodgers, III
10752 Deerwood Park Blvd. South
Suite 100
Jacksonville, Florida 32256

ARTICLE X - REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Club's initial registered office is 100 East Linton Blvd., Suite 211B, Delray Beach, Florida 33483, and the name of the initial Registered Agent at such address is TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC.

ARTICLE XI - CORPORATE EXISTENCE

Existence of the Club shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Club shall have perpetual existence.

ARTICLE XII - BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles.

ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS

Section 1. Until the Turnover Date and subject to such limitations as provided by law, Declarant reserves the right to amend these Articles without the consent of the Club Members. Such amendments shall not require the consent of any mortgage lenders and shall become effective when executed by Declarant and filed with the Florida Department of State Division of Corporations. After the Turnover Date and except for those terms which specify a required vote for amendment, all other terms of these Articles may be amended by the affirmative vote of not less than two-thirds (2/3rds) of the votes of the Club Members cast in person or by proxy (or electronically if the vote is conducted electronically), at a duly noticed meeting of the Club Members called for the purpose of voting on the amendment at which a quorum has been attained. Notwithstanding the foregoing, for so long as Declarant owns any portion of the Properties, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

Section 2. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Club Declaration may not be amended except as provided in such Club Declaration.

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Additionally, the provisions which are governed by the Bylaws may not be amended except as provided in the Bylaws.

ARTICLE XIV- INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Club hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a) whether civil, criminal, administrative or investigative, (other than one by or in the right of the Club to procure a judgment in its favor), brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his or her capacity of Director or officer of the Club, or in his or her capacity as a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he or she served at the request of the Club, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Club, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Club or that he or she had reasonable grounds for belief that such action was unlawful or;

(b) by or in the right of the Club to procure a judgment in its favor by reason of his or her being or having been a Director or officer of the Club, or by reason of his or her being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he or she served at the request of the Club, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Club. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his or her duty to the Club unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

Section 2. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Club, and whether, with respect to any criminal action or proceeding, he or she had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

Section 3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Club to indemnify under applicable law.

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ARTICLE XV - TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 1. With the exception of Directors and officers appointed by the Declarant Member, any financial or familial interest of a Director or officer in any contract or transaction between the Club and one (1) or more of its Directors or officers, or between the Club and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or officers are Directors or officers, or have a financial interest, shall be disclosed, and further shall not be voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or her or their votes are counted for such purpose. No Director or officer of the Club shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction.

Section 2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction, but must abstain from voting on the issue.

ARTICLE XVI - DISSOLUTION

The Club may be dissolved only by the affirmative vote of not less than two-thirds (2/3rds) of the Total Voting Interests cast in person or by proxy (or electronically if the vote is conducted electronically), at a duly noticed meeting of the Club Members called for the purpose of dissolution of the Club at which a quorum has been attained. Upon dissolution of the Club, other than incident to a merger or consolidation, the assets of the Club shall be granted, conveyed or transferred to another not for profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVII - CONFLICTS

In the event of conflicts between the Club Declaration, Articles and Bylaws, the Club Declaration controls over these Articles and these Articles control over the Bylaws.

ARTICLE XVIII - INCORPORATOR

Name: TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC

Address: 100 East Linton Blvd., Suite 211B, Delray Beach, Florida 33483.

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IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as Incorporator thereof this 6th day of January, 2017.

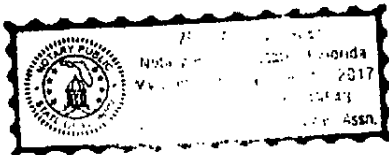
INCORPORATOR:

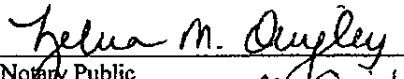
Twin Creeks Development Associates, LLC, a
Florida limited liability company,

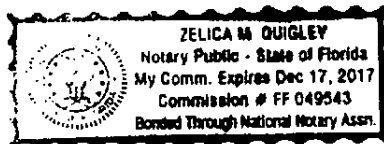

John T. Kinsey, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th day of January, 2017, by John T. Kinsey as Manager of Twin Creeks Development Associates, LLC who is personally known to me or who has produced a Florida driver's license as identification.




Notary Public
Name: Zelica M. Quigley
Serial Number: _____
Commission Expires: 12/17/17



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REGISTERED AGENT

6th The undersigned hereby accepts appointment as Registered Agent of Beachwalk Club, Inc. this
6 day of January, 2017.

Twin Creeks Development Associates, LLC, a
Florida limited liability company

By: 
John T. Kinsey, Manager