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February 22, 1999

Florida Department of State
Division of Corporations - Registration Section
P. O. Box 6327
Tallahassee, Florida 32314

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****285.00 ****285.00

Re: LunaSea, L. L. C.

Dear Sir or Madam:

Enclosed with regard to the above-referenced Limited Liability Company are the following items:

1. Original Articles of Organization;
2. Certificate of Designation of Registered Agent; and
3. A check in the amount of \$285.00 payable to the "Florida Department of State" for the filing fee for Articles of Organization and Designation of Registered Agent.

Thank you for your immediate attention to this matter. Please do not hesitate to call if you have any questions.

Very truly yours,

David L. Watson

David L. Watson

DLW\ink
Enclosures
CC: Ms. Eileen Moon
G:\WORD\M0172\2-22-99 Florida Sec of State Lunasea ltr.wpd

Name	Availability
Document Examiner	
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Updater Verifyer	
Acknowledgement	
W. P. Verifyer	

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STATE OF FLORIDA
DIVISION OF CORPORATIONS

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

LunaSea, L.L.C.

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

1697 Granger Court
Chamblee, GA 30341-1720

ARTICLE III - Duration:

The period of duration for the Limited Liability Company shall be:

Perpetual

ARTICLE IV - Management:

(Check the appropriate box and complete the statement)

☒ The Limited Liability Company is to be managed by a manager or managers and the name(s) and address(es) of such manager(s) who is/are to serve as manager(s) is/are:

N. Eileen Moon
1697 Granger Court
Chamblee, GA 30341-1720

☐ The Limited Liability Company is to be managed by the members and the name(s) and address(es) of the managing member(s) is/are:

ARTICLE V - Admission of Additional Members:

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be:

Upon the vote of those Members owning at least two-thirds (2/3) of the Percentage Interests in the Limited Liability Company.

99 MAR - 1 AM 9:54
SECRETARY OF STATE
DIVISION OF CORPORATIONS

ARTICLE VI - Members Rights to Continue Business:

The right, if given, of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company shall be:

Upon the vote of those remaining Members owning at least one-half (1/2) of the remaining Percentage Interest in the Limited Liability Company.

ARTICLE VII - Affidavit of Membership and Contributions

The undersigned member or authorized representative of a member of LunaSea, L.L.C.

certifies:

- 1) the above named limited liability company has at least one member;
- 2) the total amount of cash contributed by the member(s) is \$ 1,000;
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ 82,350;
(A description of the property is attached and made a part hereto.); and
- 4) the total amount of cash and property contributed and anticipated to be contributed by member(s) is \$ 83,350.

N. Eileen Moon

Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

N. Eileen Moon

Typed or printed name of signer

Filing Fee: \$250.00 for Articles and Affidavit

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA
STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE
FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND
REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: LunaSea, L.L.C.

2. The name and the Florida street address of the registered agent are: _____

Barbara G. Harmon
NAME

1402 Highway 98
Florida street address (P. O. Box NOT ACCEPTABLE)

Mexico Beach FL 32410
CITY, STATE AND ZIP

Having been named as registered agent and to accept service of process for the above stated limited liability company 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

Filing Fee: \$ 35 for Designation of Registered Agent

THIS INSTRUMENT PREPARED BY:
Charles A. Costin, Esquire
413 Williams Avenue
Port St. Joe, Florida 32456
Parcel ID# 03981-003

BENNY LISTER CLERK
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FILED AND RECORDED

DATE 07/12/95 TIME 13:44

WARRANTY DEED

RECORD VERIFIED
Querry Daniel DC

THIS WARRANTY DEED made the 29th day of June, 1995, by
STEVE POPONI and wife, TERRI L. POPONI, whose address is 816
Ramblers Inn Road, Jefferson, Georgia 30549, hereinafter called
the grantor,

to N. EILEEN MOON, (S.S. # _____), whose address is
1697 Granger Court, Chamblee, Georgia 30341, hereinafter called
the grantee:

(Wherever used herein the terms "grantor" and "grantee" include
all the parties to this instrument and the heirs, legal
representatives and assigns of individuals, and the successors and
assigns of corporations)

WITNESSETH: That the grantor, for and in consideration
of the sum of \$10.00 and other valuable considerations, receipt
whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the grantee,
all that certain land situate in Gulf County, Florida, to wit:

Unit Three (3), Coronado Gulfview Apartments, as more particularly
described in that master Warranty Deed recorded at Official Record
Book 107, Page 584, Public Records of Gulf County, Florida; subject
to all conditions, restrictions, obligations, rights, and covenants
referred to in that master Warranty Deed; and being more
particularly described as follows:

An undivided one-half interest in certain real property in
Fractional Section 5, T7S, R11W, described as follows: Beginning
at the West corner of Block 16, Yon's Addition to Beacon Hill, said
point being on the NE right-of-way line of State Highway 30, also
known as U.S. 98; thence run Southwesterly perpendicular to said
right-of-way line a distance of 100 feet to the SW right-of-way
line of State Road 30; thence run Northwesterly along said SW
right-of-way line a distance of 80.00 feet for the POB; thence run
Southeasterly along said SW right-of-way line a distance of 27.5
feet; thence run Southwesterly perpendicular to the SW right-of-way
line of the highway 170 feet, more or less, to the mean high water
line of the Gulf of Mexico; thence run Northwesterly along said
mean high water line to a point lying on a line perpendicular to
the right-of-way from the POB; thence run Northeasterly 170 feet,
more or less, to the POB; being a parcel 27.5 feet by 170 feet,
more or less, and a part of those lands described in the instrument
recorded at Official Records Book 97, at Page 157; ALSO, an
exclusive and perpetual easement, license and right of use of the
first habitable story of the structure located on the above
described real property, being a single one-bedroom apartment
consisting of approximately 850 square feet (with additional
porch); ALSO, with such non-exclusive easements and rights of use
as are indicated below; ALL subject to the conditions,
restrictions, and limitations contained herein.

This unit is subject to the following conditions, restrictions,
obligations and rights:

1. Each unit shares a vertical and one horizontal dividing, common
or party wall with an adjoining unit (with the exception of Units
Two and Five, which each share two vertical common walls with
adjoining units). Those walls are hereby declared to be party
walls, and the adjoining parties shall have the right to use same
jointly. No openings may be cut in any party or exterior wall, and
no party or exterior wall shall be put to any use which will impair
its strength or injure any adjoining apartment.

811

2. Each owner of each unit shall have a non-exclusive easement for the use of all walkways, boardwalks, and dunewalks beside, underneath or adjacent to the structure, and to all land areas seaward of the beach porches to the mean high water line of the Gulf of Mexico, and particularly to all land areas lying outside of or to the side of the structure. Each owner of each unit shall likewise have a non-exclusive easement, license and right of use, and an undivided one-sixth ownership interest in the common septic tank disposal system (for so long as the public sewage system connections are not available), and in and to the common well (until such time as the individual unit owner may connect to the now-available public water supply).

3. At any time hereafter should any individual unit owner desire to disconnect from the common water well supply and to connect to public water, the cost thereof shall be sustained by the unit owner solely and shall not be prorated. The cost of and responsibility for the maintenance of such individual water supply shall remain with the individual unit owner.

4. If it becomes necessary or desirable to repair or rebuild the whole or part of any party wall, the attendant expense shall be borne by the parties in proportion to the extent of their use to the wall, except that the parties may agree in writing on any other means of sharing the expense that is reasonable at that time. Subject to any such written agreement, any reconstruction of the wall shall be on the same location as the previously-existing wall, and the reconstructed wall shall be the same material and of the same quality as that used in the existing wall, as may be allowed by applicable building code or regulation.

5. If it becomes necessary or desirable to repair or rebuild the whole or any part of the common septic tank or well systems, the attendant expense shall be borne by the parties in equal shares, between the parties who are connected to the common well or septic tank systems, respectively.

6. The parties agree to maintain the exterior of the respective apartments so as to prevent injury or damage to the adjacent apartments and in a manner aesthetically pleasing. The parties shall not make improvements to the exterior of their respective apartment which contrast with the existing improvements of the structure or of the adjacent apartment.

7. If it becomes necessary or desirable to repair or rebuild the whole or any part of a roof structure, the attendant expense shall be borne by the parties in proportion to their extent of the portion of the roof thereof affected, at that time, except that the parties may agree in writing on any other means of sharing the expense that is reasonable at that time.

8. The benefits and obligations of all rights, obligations, and covenants, referred to in this instrument shall run with the respective ownership of the individual units, as long as the subject improvements continue to exist, and said covenant and obligations shall be binding on and inure to the benefit of the owners of the respective units, their heirs, legal representatives, and assigns.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

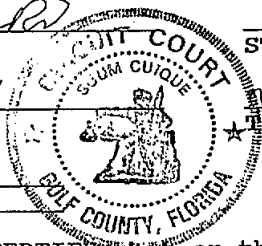
TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1994.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written. 813

Signed, sealed and delivered
in our presence:

J. Alvin Meeker
James R. Messaf



Steve Poponi
STEVE POPONI

Terri L. Poponi
TERRI L. POPONI

State of Georgia
County of Madison

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared STEVE POPONI and wife, TERRI L. POPONI, who are personally known to me or who produced Drivers Licenses as identification, to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, 1995.

Cynthia B...
Notary Public
My Commission Expires
Commission No.

