

N01000000624

ACCOUNT FILING COVER SHEET

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01 JAN 26 PM 3:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Account Number FCA000000017

Reference:
(Sub Account)

Date:

1/26/01

Requestor Name: Carlton Fields

Address: Post Office Box 190
Tallahassee, Florida 32302

Telephone: (850) 224-1585

500003582745--5

Contact Name: Kim Pullen (303)
Cheryl Igler (252)

Corporation Name:

Ocean Walk Vacation
Ownership Association, Inc.

Entity Number (if applicable):

Authorization:

Kim Pullen

☒ Certified Copy (1-9)

☐ UCC'S

☒ Certificate of Status

☒ New Filings

☐ Plain Stamped Copy

☐ Annual Report

☐ Fictitious Name

☐ Amendments

☐ Registration

(X) Call When Ready

(X) Call if Problem

() After 4:30 PM

(X) Walk In

() Will Wait

(X) Pick Up

() Mail Out

CF Internal Use Only

Client: 35587 Matter: 90179

TAL#501656.01

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01 JAN 26 PM 1:42
DIVISION OF CORPORATIONS
JAN 25 2001

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FILED
JUN 26 PM 3:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION OF
OCEAN WALK VACATION OWNERSHIP ASSOCIATION, INC.**
(A Florida Corporation Not-For-Profit)

The undersigned incorporator hereby forms and establishes a Florida not-for-profit corporation pursuant to the Florida Not-For-Profit Corporation Act, Chapter 617, Florida Statutes ("Timeshare Act").

ARTICLE I: NAME

The name of this corporation shall be OCEAN WALK VACATION OWNERSHIP ASSOCIATION, INC., whose present mailing address is 300 North Atlantic Avenue, Daytona Beach, Florida 32118 ("Timeshare Association").

ARTICLE II: POWERS OF THE VACATION OWNERSHIP ASSOCIATION

The Timeshare Association is being organized in connection with the Fairfield Daytona Beach at Ocean Walk Vacation Plan ("Plan"), located at 300 North Atlantic Avenue, Daytona Beach, Florida 32118, as evidenced by that certain Declaration of Vacation Plan therefor as has been or shall be recorded in the public records of Volusia County, Florida, as may be amended from time to time ("Declaration"). Except as expressly defined herein, all capitalized terms used herein shall have the same meanings set forth in the Declaration or, to the extent not defined in the Declaration, in the Declaration of Condominium of Ocean Walk Resort, A Condominium (as same is referenced in the Declaration). Unless otherwise specified, the Timeshare Association shall have all powers set forth herein and in the Plan.

ARTICLE III: POWERS

In addition to such other powers as may be set forth in the Plan, these Articles or the Bylaws, the Timeshare Association shall have the following powers which shall be governed by the following provisions:

A. The Timeshare Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Plan, these Articles, the Bylaws or the Timeshare Act.

B. The Timeshare Association shall have all of the powers of an owners association under the Timeshare Act and shall have all of the powers reasonably necessary to implement the purposes of the Timeshare Association, including, but not limited to, the following:

1. Timeshare Assessments: To levy Timeshare Assessments on the Owners of Ownership Interests and to enforce payments of such Timeshare Assessments.

2. Condominium Assessments: To collect from the Owners of Ownership Interests and to remit monies as agent-in-fact for such Owners the

Condominium Assessments as levied by the Condominium Association against the Units which have been committed to the Vacation Plan.

3. Right of Entry and Enforcement: To enter upon any portion of the Timeshare Property for the purpose of enforcing by peaceful means the provisions and requirements of the Plan or for the purpose of maintaining or repairing any such area if, for any reason whatsoever, maintenance is required thereto.

4. Easements and Rights-of-Way: To grant and convey to Developer, or any third party, easements and rights-of-way in, upon and over any of the Timeshare Property as may be necessary to permit the proper use of the Timeshare Property for timeshare purposes.

5. Employment of Agents: To employ the services of any person or corporation as Management Firm, or other employees, to, as may be directed by the Board, manage, conduct and perform the business, obligations and duties of the Timeshare Association and to enter into contracts for such purposes. Such agent shall have the right to ingress and egress over such portions of the Timeshare Property as is necessary for the performance of such business, duties and obligations.

6. Employment of Professional Advisors: To employ professional counsel and advise such persons, firms or corporations, such as, but not limited to, architects, recreation experts, planners, lawyers and accountants.

7. Reservation System: To manage and operate the reservation system of the Vacation Plan and to promulgate from time to time, as may be necessary for the proper operation of the reservation system, the Reservation System Rules and Regulations.

8. Create Classes of Service and Make Appropriate Charges: To create, in its sole discretion, various classes of service and to make appropriate charges therefor for the users thereof, including, but not limited to, reasonable admission and other fees for the use of specialized amenities contained within the Timeshare Property and to avail itself of any rights granted by law without being required to render such services to those of its members who do not assent to said charges and to such other rules and regulations as the Board deems proper. In addition, the Board shall have the right to discontinue any service on nonpayment or to eliminate such services for which there is no demand therefor or adequate funds to maintain the same out of charges.

9. Miscellaneous: To sue and be sued; to pay taxes; make and enter into contracts; and insure, enter into leases or concessions and to pass good and marketable title to the Timeshare Association Property; to make and execute any and all proper affidavits for various purposes; to compromise any action without leave of court; and to insure its own liability for claims against it and against its officers, directors, employees and contractors.

10. Inspection; Personal Liability: No member of the Board or any officer of the Timeshare Association, Developer or the Management Firm shall be

personally liable to any Owner or to any other party, including the Timeshare Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Timeshare Association, the Board, the Management Firm or any other representative or employee of the Timeshare Association, Developer or any officer of the Timeshare Association, provided that such person, firm or entity has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE IV: MEMBERS

The qualification of members, the manner of their admission to membership in the Timeshare Association, the manner of the termination of such membership and voting by members shall be as follows:

A. Membership in the Timeshare Association shall be automatically conferred upon an Owner upon recordation of a deed of conveyance of an Ownership Interest, whereupon the membership in the Timeshare Association of any prior Owner of such Ownership Interest, if any, shall terminate. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Timeshare Association. Developer shall be considered a member of the Timeshare Association until such time as Developer no longer owns any portion of the Timeshare Property.

B. No Member may assign, hypothecate or transfer in any manner his membership in the Timeshare Association or his share in the funds and assets of the Timeshare Association, except as an appurtenance to his Ownership Interest.

C. Each Annual Owner shall have one (1) vote in the Timeshare Association. Each Biennial Owner shall have one-half (1/2) vote in the Timeshare Association. Where an Annual Ownership Interest or a Biennial Ownership Interest is owned by more than one owner, the co-tenants of such Ownership Interest shall file a voting certificate with the Timeshare Association, in accordance with these Articles and the Bylaws, setting forth which co-tenant is designated to cast the vote for that Ownership Interest

ARTICLE V: TERM

The term for which this Timeshare Association is to exist shall be perpetual.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator of the Timeshare Association is as follows:

NAME

ROBERT S. FREEDMAN

ADDRESS

One Harbour Place
Tampa, Florida 33602

ARTICLE VII: OFFICERS

A. The affairs of the Timeshare Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a director of the Timeshare Association, but no other officer need be a director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the officers of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII: FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

Alexander B. Fogel - President
William E. Armbruster - Vice President
Mark Nuzzo - Secretary/Treasurer

ARTICLE IX: BOARD OF DIRECTORS

A. The form of administration shall be by a Board of not less than three (3) directors nor more than seven (7) directors, the exact amount to be determined from time to time by the Board and in accordance with the Plan. The number of directors initially constituting the Board (as hereinafter defined) shall be three (3).

B. The names and addresses of the persons who are to serve as the initial Board of Directors (none of whom shall be required to be members of the Timeshare Association) are as follows:

NAME

ADDRESS

Alexander B. Fogel

8669 Commodity Circle
Orlando, Florida 32819

William E. Armbruster

8669 Commodity Circle
Orlando, Florida 32819

Mark Nuzzo

8669 Commodity Circle
Orlando, Florida 32819

The Developer reserves the right to appoint all members of the Board until such time as Developer is no longer offering Ownership Interests for sale in the Timeshare Property. At that time, Owners, other than Developer, shall be entitled to elect a majority of the Board. Notwithstanding anything contained herein to the contrary, Developer may, in its sole discretion, relinquish control of the Timeshare Association to Owners other than Developer prior to the required turnover date.

C. The initial Board shall serve unless successor Developer representatives are appointed or until turnover of control as provided for herein. Unless otherwise provided for herein, vacancies on the Board shall be filled in accordance with the provisions of the Bylaws.

D. At such time as Owners (other than Developer) are permitted to elect officers and directors of the Timeshare Association, the Board shall consist of three (3) directors to be designated by members of the Timeshare Association. All voting, election of directors and expansion of the Board shall be in accordance with the provisions of the Articles and the By-Laws.

ARTICLE X: INDEMNIFICATION

Every director and officer of the Timeshare Association (and the directors and/or officers as a group) shall be indemnified by the Timeshare Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a director or officer of the Timeshare Association. The foregoing provisions for indemnification shall apply whether or not he is a director or officer at the time such expenses are incurred. Notwithstanding the above, in instances where a director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnifications to which a director or officer may be entitled whether by statute or common law.

ARTICLE XI: BYLAWS

The Bylaws of the Timeshare Association shall be adopted by the initial Board and, thereafter, may be altered, amended or rescinded in the manner provided for in the Bylaws and the Timeshare Act. As is set forth in the Bylaws, same may be amended by the affirmative vote of not less than a majority of the Members present at an annual members meeting or a special meeting of the members and the affirmative approval of a majority of the Board at a regular or special meeting of the Board.

ARTICLE XII: AMENDMENTS

A. So long as Developer has a right to appoint all officers and directors of the Board, as provided for herein or in the Bylaws, any amendments may be made by a majority of the Board, which amendment shall be signed by the President and need not be joined in by any other party; provided, however, that such amendment shall not materially and adversely affect any Owner's property rights.

B. Except for an amendment by the Board as set forth above, these Articles may only be amended as follows:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the members) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the members. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the members must be by a vote of a majority of the members present at a meeting of the membership at which a quorum (as determined in accordance with the Bylaws) is present and approval by the Board must be by a majority of the directors present at any meeting of the directors at which a quorum (as determined in accordance with the Bylaws) is present.

C. A copy of each amendment shall be certified by the Secretary of State and recorded amongst the public records of Volusia County, Florida.

D. Notwithstanding the foregoing provisions, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the directors, or the provisions hereof, without the prior written consent therefor by Developer.

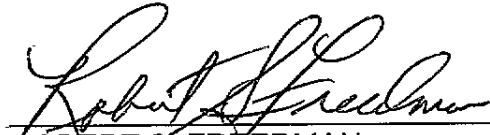
ARTICLE XIII: REGISTERED AGENT

The name and address of the initial Registered Agent is:

CT Corporation System
1200 S. Pine Island Road
Plantation, Florida 33324

IN WITNESS WHEREOF, the incorporator has hereunto affixed his signature the day and year set forth below.

DATE: January 24, 2001

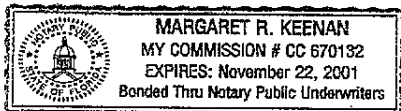


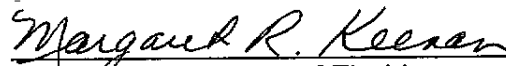
ROBERT S. FREEDMAN

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ROBERT S. FREEDMAN, to me known to be the person described as the incorporator in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

24th WITNESS my hand and official seal in the County and State aforesaid, this day of January, 2001





Notary Public, State of Florida
My commission expires:

ACKNOWLEDGMENT BY DESIGNATED REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT TO ACT IN THIS CAPACITY AND AGREE TO COMPLY WITH THE PROVISION OF SAID ACT RELATIVE TO KEEPING OPEN SAID OFFICE.

DATED THIS 25th DAY OF JANUARY, 2001.

BY: Barbara A Burke
(Registered Agent)

BARBARA A. BURKE
SPECIAL ASSISTANT SECRETARY

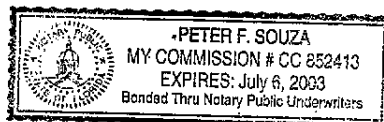
STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY that on this 25th day of January, 2001, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, BARBARA A. BURKE, to me known to be the individual described in and who executed the foregoing instrument as registered agent to the Articles of Incorporation of OCEAN WALK VACATION OWNERSHIP ASSOCIATION, INC., a Florida non-profit corporation, and he severally acknowledged to me that he signed and executed such instrument for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have set my hand and official seal in the County and State aforesaid on the day and year last above written.

Notary Public, State of Florida
My commission expires:



FILED
01 JAN 26 PM 3:40
SECRETARY OF STATE
TALLAHASSEE FLORIDA