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FLORIDA NON-PROFIT CORPORATION

Ocean Club Villas South Condominium Association, Inc

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**ARTICLES OF INCORPORATION
OF
OCEAN CLUB VILLAS SOUTH CONDOMINIUM ASSOCIATION, INC.
(A corporation not for profit)**

We, the undersigned, being desirous of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes, do hereby agree to the following Articles of Incorporation:

ARTICLE I.

Name

The name of this corporation is Ocean Club Villas South Condominium Association, Inc. ("Association"). The address and mailing address of the principal office is c/o Amelia Island Management, P. O. Box 3000, Amelia Island, Florida 32035-1307.

ARTICLE II.

Purposes

The purposes and objects of the Association shall be to administer the operation and management of Ocean Club Villas South, a Condominium ("Condominium"), established pursuant to Chapter 718, Florida Statutes ("Condominium Act"), located in Nassau County, Florida and described in the Declaration of Condominium of Ocean Club Villas South, a Condominium ("Declaration"); and to undertake and perform all acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations contained herein and in the Declaration; and to own, operate, lease, sell, manage and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Condominium. The terms and conditions

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of the Declaration and bylaws of this Association as may be hereinafter adopted ("Bylaws") are hereby incorporated into these Articles of Incorporation by reference hereto. The Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III.

Powers

The Association shall have all of the powers and privileges granted to a corporation not for profit under the laws of the State of Florida pursuant to which this Association is chartered, all of the powers and duties set forth in the Condominium Act, the Declaration, the Bylaws and all other powers reasonably necessary to effectuate the purposes of the Association set out herein, together with, but not limited to, the following powers:

1. To make and establish rules and regulations governing the use and activities of the Condominium;
2. To levy and collect assessments against members of the Association in accordance with the terms of the Declaration and the Bylaws, including the right to use the proceeds of assessments to operate and manage the Condominium and for other purposes set forth in the Declaration;
3. To make contracts and incur liabilities, borrow or lend money at such rates of interest as the Association may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises or income;

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4. To purchase, lease, take by gift, devise or bequest or otherwise acquire, own, hold, improve, use or otherwise deal in and with real or personal property, or any interest therein;
5. To maintain, repair, replace, operate and manage the Condominium, and the real and personal property comprising it, including the common elements, including the right to reconstruct improvements and replace personal property after damage by casualty, to make further improvement of the Condominium and to purchase replacements and additional property and improvements;
6. To enter into contracts for management, operation, insurance coverage, and maintenance of the Condominium and property owned by the Association;
7. To appear through its authorized agents before any legislative, judicial, administrative or governmental body concerning matters affecting the property of the Condominium and/or the Association;
8. To delegate all of the powers and duties of the Association except those the delegation of which may be prohibited by the Declaration, these Articles of Incorporation, the Bylaws and the Condominium Act or any administrative rules or regulations enacted pursuant thereto;
9. To employ personnel to perform the services required for the operation of the Condominium;
10. To enforce the provisions of the Declaration, these Articles of Incorporation, the Bylaws, and the rules and regulations governing the use of the Condominium as may be hereafter established; and

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11. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration.

ARTICLE IV.

Members

The qualification of the members, their admission to membership, termination of membership, and voting by members shall be as follows:

1. Members of the Association shall consist of all of the owners of condominium units in the Condominium, and no other persons or entities shall be entitled to membership;
2. A person shall become a member by the acquisition of a fee ownership interest in a unit in the Condominium, whether by conveyance, devise, judicial decree or otherwise. The membership of any person shall be automatically terminated upon his being divested of his title to or interest in the unit. Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying title to a unit to the new member. If a corporation or other entity is the recorded owner of a unit, the corporation or other entity shall designate one officer, or director, partner or agent as the member;
3. Except as an appurtenance to his unit, no member can assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws; and

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4. On all matters on which the membership shall be entitled to vote, there shall be one vote for each condominium unit in the Condominium. A vote may be exercised or cast by the owner or owners of each unit in such manner as may be provided in the Bylaws.

ARTICLE V.

Term of Existence

This Association is to exist perpetually.

ARTICLE VI.

Officers

1. The affairs of the Association shall be administered by the officers. The officers of the Association shall be a president, a vice president, a secretary, assistant secretary, a treasurer, and such other officers, including a general manager, as may be deemed desirable or necessary by the board of directors of the Association ("Board of Directors").

2. The persons who are to serve as officers of the Association until their successors are chosen are:

<u>Officers</u>	<u>Name</u>
President	S. Norman Bray
Vice President	William R. Moore
Secretary/Treasurer	Laura Palmisano
Assistant Secretary	Charles E. Commander

3. The officers shall be elected by the Board of Directors at its annual meeting as provided in the Bylaws. The Board of Directors may remove any official at any time with or

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without cause. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

ARTICLE VII.

Board of Directors

1. The business affairs of this Association shall be managed by the Board of Directors. This Association shall have three (3) directors initially. The number of directors shall be increased, as stated below, and thereafter may be increased or decreased from time to time as provided by the Bylaws but shall never be fewer than three (3) and shall always be an odd number.

2. Except for directors appointed by the developer, Amelia Island Company, a Delaware corporation ("Developer"), each director shall be a Unit Owner or a spouse of a Unit Owner (or, if a unit owner is a corporation, partnership or trust, a director may be a director, officer, partner or agent of such unit owner).

3. Subject to the Declaration, the Board of Directors shall be elected by the members of the Association from among the membership at the annual membership meeting as provided in the Bylaws. Vacancies on the Board of Directors may be filled by majority vote of the remaining directors, at any duly called meeting; even though the remaining directors constitute less than a quorum, or, if the vacancy is not so filled or if no director remains, by the members, or, on the application of any person, by the Circuit Court, Fourth Judicial Circuit, in and for Nassau County, Florida.

4. The names and addresses of the persons who are to serve as directors until their successors are chosen are:

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<u>Name</u>	<u>Address</u>
S. Norman Bray	P. O. Box 3000 Amelia Island, Florida 32035-1307
William R. Moore	P. O. Box 3000 Amelia Island, Florida 32035-1307
Laura Palmisano	P. O. Box 3000 Amelia Island, Florida 32035-1307

ARTICLE VIII.

Transaction In Which Directors or
Officers are Interested

No contract or transaction between the Association and one or more of its directors or officers and any other corporation, partnership, association or other organization in which one or more of its officers or directors are officers or directors of this Association shall be invalid, void or voidable solely for this reason or solely because the officer or director is present at, or participates in, meetings of the board or committee thereof which authorized the contract or transaction, or solely because said officer's or director's votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said director or officer may be interested in any such contract or transaction. 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.

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ARTICLE IX.

Bylaws

1. The Board of Directors of this Association may provide such Bylaws for the conduct of its business and the carrying out of its purposes as it may deem necessary from time to time.

2. The Bylaws may be amended, altered or rescinded in accordance with the provisions for Amendment set forth in the Bylaws; provided that the members of the Association may adopt or amend a bylaw that fixes a greater quorum or voting requirement for members than required by the particular statute by a vote which is the greater of the quorum and voting requirement then in effect or the quorum and voting requirement proposed to be adopted.

ARTICLE X.

Amendment

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

1. Notice of the subject matter for proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

2. The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association represented at a meeting at which a quorum thereof has been attained.

3. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments

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shall be transmitted to the President of the 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 Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by such office 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 or amendments in reasonably detailed form, which notice shall be given in the same manner as notice of the call of a special meeting of the members as described in the Bylaws; provided, that proposed amendments to these Articles of Incorporation may be considered and voted upon at annual meetings of the members. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the owners of not less than seventy-five percent (75%) of those units in the Condominium which are represented in person or by proxy as allowed by applicable law at any meeting at which a quorum is present in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such format as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be

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recorded in the Public Records of Nassau County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article X, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in the Bylaws, may be adopted or become effective without the prior written consent of Developer.

ARTICLE XI.

Location

The location of this Association shall be in Nassau County, Florida, or at such other place or places as the Board of Directors may designate.

ARTICLE XII.

Non-profit Status

1. No part of the net earnings of the Association shall inure to the benefit of any individual or member.
2. The Association shall not carry on propaganda, or otherwise act to influence legislation.

ARTICLE XIII.

Indemnity

1. To the extent permitted by applicable law the Association shall indemnify, hold harmless and agrees to defend any person ("Indemnitee") who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that

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he is or was a director, employee, officer or agent of the Association, including those selected, appointed, or elected by the Developer, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding - by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent - shall not, of itself, create a presumption that the person was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the Association is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, employee or agent of the Association, including those selected, appointed, or elected by the Developer, the Association hereby agrees to defend and provide counsel to such Indemnitee and shall advance all attorneys fees and costs at all pretrial, trial and appellate levels. In the event retainers for attorneys' fees and/or costs are necessary to be provided, the Association shall advance such retainers, as well as having full

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responsibility for payment of attorneys' fees and costs that may be billed or otherwise become due during the pendency of any action, suit or proceeding or in advance of same in the event such action, suit or proceeding is threatened. The Indemnitee shall have the right of reasonable approval of any attorneys proposed to represent said Indemnitee. The agreement to defend provided for in this section shall be in addition and not in lieu of such other rights of reimbursement, indemnification and hold harmless provisions existing under this Article or any other provisions of the Articles of Incorporation and Bylaws, the Declaration and as elsewhere provided by law.

3. To the extent that a director, officer, employee or agent of the Association including those selected, appointed, or elected by the Developer, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith. Any costs or expenses incurred by the Association in implementing any of the provisions of this Article XIII shall be fully assessable against members as common expenses of the Association.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding, as provided hereinabove, by or on behalf of the affected director, officer, employee or agent, including those selected, appointed, or elected by the Developer, unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as

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authorized in this Article XIII, in which event, the Indemnitee shall reimburse the Association for all attorneys' fees and costs advanced by it on behalf of the Indemnitee.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by law, agreement, vote of members, Florida law, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent, including those selected, appointed, or elected by the Developer, and shall inure to the benefit of the heirs and personal representatives of such person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, including those selected, appointed, or elected by the Developer, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

7. Anything to the contrary herein notwithstanding, the provisions of this Article XIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIV.

Initial Registered Office and Agent

The street address of the initial registered office of the Association is:

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200 Laura Street
Jacksonville, Florida 32202

and the name of the initial registered agent of the Association at said address is:

F & L Corp.

ARTICLE XV.

Incorporator

The name and address of the incorporator of this Association is:

Emerson M. Lotzia, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, FL 32202


IN WITNESS WHEREOF, the undersigned incorporator, has hereunto set his hand and seal this 13 day of March, 2002, for the purpose of forming this corporation not for profit under the laws of the State of Florida.


Emerson M. Lotzia

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in the above Articles of Incorporation, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties. The undersigned is familiar with and accepts the obligations of a registered agent.

F & L Corp.


Charles V. Hedrick, Authorized Signatory
Date: March 13, 2002

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