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ALL CHIEFS MAR 03 2006

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Avalon Beach Owners Association, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☒ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Klein & Dobbins, Esq.

Name (Printed or typed)

805 Virginia Avenue, Suite 25

Address

Fort Pierce, FL 34982

City, State & Zip

(772) 409-1133

Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

FILED
06 MAR -2 PM 3:26
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION OF
AVALON BEACH OWNERS ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT FOR PROFIT**

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation.

ARTICLE I

NAME OF CORPORATION

The name of the corporation shall be AVALON BEACH OWNERS ASSOCIATION, INC. (hereafter the "Association").

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS OF THE ASSOCIATION

The initial principal office and mailing address of the Association is located at 6817 S.W. 81 Terrace, Miami, FL 33143. The corporation may, however, maintain other offices and transact business in such other places within or without the state of Florida as may from time to time be designated by the Board of Directors.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 6817 S.W. 81 Terrace, Miami, FL 33143, and the name of the initial registered agent of this corporation at that address is Gary O. Shear.

ARTICLE IV

DOCUMENTS AND DEFINITIONS

The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Avalon Beach, as amended from time to time (hereinafter called the "Declaration"), to which these Articles of Incorporation shall be attached.

ARTICLE V

PURPOSES OF THE ASSOCIATION

The general nature, objects and purposes of the Association are as follows:

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06 JUN -2 PM 3:24
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

A. To promote the health, safety and welfare of the owners of all Lots, located within the Properties, that are or hereafter may be subject to the terms of the Declaration, recorded or to be recorded in the Public Records of St. Lucie County, Florida.

B. To operate, maintain and repair all Common Areas and other areas for which the obligation to operate, maintain and repair has been delegated to the Association, including all roads, drainage easements, lakes, ponds, retention areas, culverts and related appurtenances.

C. To collect on behalf of the Association, all assessments levied by the Association against the Lots.

D. To furnish, contract for or otherwise provide for such services as may be deemed necessary or desirable by the Board and to acquire such capital improvements and equipment as may be related thereto.

E. To provide, purchase, acquire, replace, improve, maintain and repair such improvements to the Common Areas, including, without limitation, buildings, structures, streets, sidewalks, street lights, landscaping, equipment, furniture and furnishings as the Board, in its discretion determines to be necessary or desirable for the promotion of the health, safety and welfare of the Members of the Association.

F. To carry out any of the duties and obligations assigned to it as an Association under the terms of the Declaration.

G. To operate without profit and for the sole and exclusive benefit of the Members of the Association.

ARTICLE VI

POWERS OF THE ASSOCIATION

The 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 these Articles, the By-Laws, the Declaration or any other Governing Documents. Further, the Association shall have all of the rights, powers and duties reasonably necessary to operate and maintain the Association, and administer the Properties pursuant to the Declaration, including without limitation, the following:

A. To purchase, accept, lease or otherwise acquire title to, and to own, hold, mortgage, rent, sell, convey or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association, to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association, to sue and be sued; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish a budget, fix assessments and assess Members and Lots which are subject to assessment pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create, at its election, reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements and replacements.

C. To place liens against any Lot subject to assessment for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To collect and hold funds solely and exclusively for the benefit of the Members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

I. To enforce by any and all lawful means the terms and provisions of these Articles of Incorporation, the Bylaws, the Declaration and any other Governing Documents.

J. Exercise all of the powers and privileges, and perform all of the duties and obligations of the Association as set forth in the Governing Documents, as the same may be amended from time to time.

K. Borrow money with the assent of a majority vote of the Board, and with the assent of two-thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for that purpose, and mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

L. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, utility or service company for such purposes and subject to such conditions as may be agreed upon by the Association. No such dedication shall be effective unless approved by the then Owners of ninety percent (90 %) of all of the Lots, who must vote in person or by proxy at a meeting duly called for that purpose, and the prior written consent of the Declarant has been obtained for as long as Declarant owns one or more Parcels, and a properly executed instrument certifying the above actions has been recorded in the Public Records of Martin County, Florida.

M. To engage in activities which will actively foster, promote, and advance the common interests of all Members.

N. To maintain, repair, replace and operate the Common Areas or any other parts of the Properties consistent with the obligations imposed upon or assumed by the Association for maintenance, repair, replacement and operation pursuant to the Declaration, these Articles, the Bylaws, or any other Governing Documents.

O. To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may be subjected to the jurisdiction of the Association as provided in the Declaration. The Association shall accept as Members all owners of property hereafter subjected to the jurisdiction of the Association as provided in the Declaration.

P. To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law, and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article VI.

ARTICLE VII

MEMBERSHIP

The Members of this Association shall consist of all owners of Lots, subject to the provisions of the Declaration. Owners of Lots shall automatically become Members upon acquisition of the fee simple title to their respective Lots. The Association shall have two (2) classes of membership, Class "A" and Class "B". Class "A" Members shall be all Members except the Class "B" Member. The Class "B" Member shall be the Declarant, or the Declarant's successor in interest. Each such party is hereinafter sometimes referred to as a "Member".

Any person or entity who holds any interest merely as security for the performance of any obligation shall not be a Member. The Association membership of each Lot Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. The membership of an Owner shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Areas may be regulated or suspended as provided in these Articles of Incorporation, the Declaration, the Bylaws, any other Governing Documents and any rules and regulations of the Association.

The Secretary of the Association shall maintain a list of the Members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving such party's name, address and Lot number; provided, however, that any notice given to or vote accepted from the prior owner of such Lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

The voting rights of Members of the Association shall be as set forth in the Declaration and Bylaws, as the same may be amended from time to time.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, which shall consist of at least three (3), and not more than seven (7), Directors, who, except for those Directors appointed by the Class "B" Member, must be Members of the Association.

The initial Board of Directors shall consist of the following persons:

NAME	ADDRESS
Gary O. Shear	6817 S.W. 81 Terrace, Miami, FL 33143
Dana Shear	6817 S.W. 81 Terrace, Miami, FL 33143

Within thirty (30) days after termination of the Class "B" membership, the Members shall elect all directors of the Board of Directors as provided in the Bylaws. The method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws. Anything in these Articles to the contrary notwithstanding, prior to the termination of the Class "B" membership, the Class "B" Member shall be entitled to designate the Members of the Board of Directors. The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine. No action taken by a vote of the Board shall be binding upon the Board or the Association if taken in the absence of a quorum of the Board. A majority of the Board members then in office shall constitute a quorum for the transaction of business. All of the rights, powers and responsibilities of the Association existing under the Governing Documents shall be exercised exclusively by the Board, its elected officers, agents, contractors and designees.

ARTICLE IX

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME	OFFICE	ADDRESS
Gary O. Shear	President & Treasurer	6817 S.W. 81 Terrace, Miami, FL 33143
Dana Shear	Vice President & Secretary	6817 S.W. 81 Terrace, Miami, FL 33143

ARTICLE X

INDEMNIFICATION

The Association shall and does hereby agree to indemnify, defend and hold harmless every Director, Officer, member of the Architectural Review Committee or other committee of the Association or any other person who is duly appointed by the Association to act as its representative, and their heirs, personal representatives, family members, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which said person may be made a party by reason of being or having acted in such a capacity, including reasonable fees for counsel, except in such cases where such person is finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct, and provided that in the event of any claim for such indemnification hereunder which is based upon a settlement, by such party seeking such indemnification, or their legal representatives, the settlement shall apply only if the Board approves such indemnification as being in the best interests of the Association. The foregoing rights shall be in addition to, and not exclusive of, all other indemnification rights to which such person may be entitled, by law or otherwise. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the

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extent they may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless from any and all liability to others on account of any such contract or commitment. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XI

TRANSACTIONS INVOLVING DIRECTORS OR OFFICERS

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any corporation, partnership, or other entity by which one (1) or more of its Officers or Directors is employed or in which one (1) or more of its officers or directors holds an ownership or other financial interest, 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 Officers' or Directors' 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 or of a Committee which authorized the contract or transaction. The foregoing notwithstanding, any Officer or Director who has an interest in a contract or transaction shall be obligated to disclose such interest to the Board.

ARTICLE XII

DURATION

This Association shall exist in perpetuity.

ARTICLE XIII

DISSOLUTION OF THE ASSOCIATION

A. The Association may be dissolved upon a resolution to that effect being approved and signed by the Owners of Seventy-five percent (75%) of the Lots then entitled to vote pursuant to the provisions of the Declaration and by two-thirds (2/3) of the members of the Board of Directors, and, if a judicial decree is necessary at the time of dissolution, then after receipt of an appropriate decree as provided for in Section 617.1433 Florida Statutes (2001), or any statute of similar import then in effect.

B. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority, provided the authority is willing to accept the dedication.

(2) All remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Lots subject to assessment in equal shares, and the share of each shall be distributed to the then owners thereof.

ARTICLE XIV

AMENDMENTS

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

A. Amendments may be proposed by a resolution passed by a majority of the entire Board, setting forth the proposed amendment and directing that it be submitted to a vote at a special or annual meeting of the Association; or, by a petition signed by twenty-five percent (25%) of the Members and delivered to the Secretary of the Association. Such proposed amendment shall be transmitted to the President of the Association or other Officer acting in the absence of the President, who shall thereupon call a special meeting of the Membership, unless the amendment is to be considered at an annual meeting.

B. Written notice of the meeting, setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon, in accordance with procedures set forth in the Bylaws. Any number of amendments may be submitted to the Members and voted upon at any one meeting.

C. In order for an amendment to be adopted, the same must be approved by the then Owners of seventy five percent (75%) of all of the Lots then entitled to vote pursuant to the provisions of the Declaration, who must vote in person or by proxy at a meeting duly called for that purpose. In the event that a proposed amendment fails to receive said vote, then such proposal shall become null and void. However, an amendment may be resubmitted any number of times by the same method, except that it may be voted upon by the membership only one time in any twelve (12) month period. No provision hereof requiring a certain percentage vote may be amended by a smaller percentage vote.

D. In the event that the then Owners of seventy-five percent (75%) of all of the Lots then entitled to vote sign a statement manifesting their intention that an amendment to these Articles be adopted, then such amendment shall thereby be adopted as though paragraphs A, B and C of this Article XIV have been satisfied.

E. Upon the approval of an amendment to these Articles, the Articles of Amendment shall be executed and delivered to the Department of State of the State of Florida, and a certified copy thereof shall be recorded in the Public Records of St. Lucie County, Florida.

F. Prior to the termination of the Class "B" membership, only the Declarant shall be authorized to amend these Articles.

Notwithstanding the foregoing provisions of these Articles, there shall be no amendment to these Articles which shall abridge, amend or alter the priority or validity of any mortgage, without the prior written consent therefor by the holder of such mortgage. No amendment shall be made which is in conflict with applicable governmental laws and regulations, or which is in conflict with the Declaration, unless a corresponding amendment to the Declaration is also adopted. No amendment shall make any changes which would in any way change or diminish any of the rights, privileges, powers or options herein provided for the Declarant, unless the Declarant joins in the execution of such amendment, including without limitation, any right of the Declarant to appoint Directors to the Board.

ARTICLE XV

BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by assessment of its Members in

accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of the Association's Articles and By-laws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all Lots subject to assessments, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget and make special assessments.

ARTICLE XVI

ADDITIONAL PROPERTY

Additional property may be subjected to the terms of the Declaration from time to time in accordance with the Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Association to such additional property as may be contemplated by the Declaration. The Association and each Member must accept as Members the Owners of all Lots in such additional property where the instrument hereafter annexing additional property to the jurisdiction of the Association provides that the Owners of Lots in additional property are intended to be Members of the Association and that the Association is intended to have jurisdiction over them.

ARTICLE XVII

INCORPORATORS

The name and street address of the Incorporator is as follows:

NAME
Gary O. Shear

ADDRESS
6817 S.W. 81 Terrace, Miami, FL 33143

IN WITNESS WHEREOF, the undersigned incorporator has hereunto set his hand and seal this 23 of FEBRUARY, 2006, for the purpose of forming this non-profit corporation under the laws of the State of Florida, and does hereby make and file in the office of the Secretary of State of the state of Florida these Articles of Incorporation and certify that the facts herein stated are true.

Gary O. Shear

FILED
6817-2 PM 3:24
SECRET
TALLAHASSEE, FLORIDA

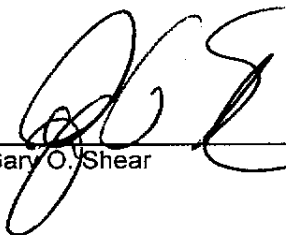
**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts. AVALON BEACH OWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 6817 S.W. 81 Terrace, Miami, FL 33143, has named Gary O. Shear, located at the above registered office, as its Registered Agent to accept service of process within this State.

ACCEPTANCE

Having been named Resident Agent to accept service of process for Avalon Beach Owners Association, Inc. at the place designated in the Articles of Incorporation, I hereby accept 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.

Dated: FEBRUARY 26, 2006



Gary O. Shear