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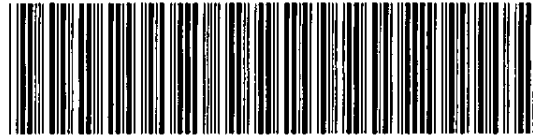
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T. Burch APR 24 2008



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* Licensed to practice in FL & GA

April 23, 2008

Via Hand Delivery

Department of State
Division of Corporations
Corporate Filings
Post Office Box 6327
Tallahassee, Florida 32314

RE: Wildwood Resort Association, Inc.

Dear Sir or Madam:

Enclosed are an original and one copy of the Articles of Incorporation for the above-referenced Corporation. Also, enclosed is our firm's check number 5141 in the amount of \$78.75 to cover filing fees and a certified copy of the Articles. Please file the original articles and date stamp the copy for our files. We will come back to pick up the certificate of filing and certified copy.

Please call me if you have any questions.

Sincerely,

Clare B. Bilbo
Paralegal/Office Manager

//cbb
Enclosures

FILED

2008 APR 23 PM 4: 27

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
WILDWOOD RESORT ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and, to that end, we do, by these Articles of Incorporation, certify as follows:

ARTICLE I
NAME

The name of this Association shall be WILDWOOD RESORT ASSOCIATION, INC., whose principal office and present mailing address is 3896 Coastal Highway, Crawfordville, Florida 32327, ("Association"), but the Association may maintain 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.

ARTICLE II
POWERS OF THE ASSOCIATION

The Association is being organized in connection with the Timeshare Plan for WILDWOOD RESORT, a timeshare resort, as evidenced by that certain Declaration of Covenants and Restrictions for WILDWOOD RESORT ("Declaration") which either has been or shall be recorded in the Public Records of Wakulla County, Florida. All definitions as set forth in Article I thereof are hereby incorporated herein and made a part hereof. The purpose for which the Association is organized is to maintain, operate and manage the Resort Facility. Unless otherwise specified, the Association shall have all powers set forth herein and in the Timeshare Plan. All terms herein beginning with a capital letter is either defined herein or in the Declaration.

POWERS

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

A. 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 the Declaration, these Articles, the Bylaws or the Act.

B. The Association shall have all of the powers of an owners association under Chapter 721, Florida Statutes, the ("Act") and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. Assessments: To levy assessments on the Owners of Timeshare Interests and to enforce payments of such assessments. To levy and collect adequate assessments against members of the Association for the cost of maintenance and operation of the surface water or storm water management system.

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

3. Easements and Rights of Way: To grant and convey to the Developer or any third party, easements and rights-of-way in, on, over or under any of the Common Areas for the purpose of constructing, erecting or maintaining therein, thereon or thereunder:

(a) Overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity for lighting, heating, power, telephone or other purposes;

(b) Public sewers, storm water drains, pipes, roads, water systems, sprinkler systems, water, heating and gas lines or pipes and similar public or quasi-public improvements or facilities.

4. Ownership of Property. To acquire and own such property as is necessary and convenient for the operation of the Plan including but not limited to the Common Furnishings and other furnishing, fixtures and equipment located in the Units and Common Areas of the Resort Facility as well as the replacements therefor and other supplies and personal property as appropriate.

5. Transfer, Dedication and Encumbrance. To sell, transfer, dedicate or encumber all or any portion of the Common Areas located in the Resort Facility, including the private streets, if any, and any other portion of the property owned by the Association other than Common Furnishings, to a Person, firm or entity, whether public or private, and the right of the Association to dedicate or transfer all of any portion of the property owned by the Association to any public agency, authority or utility for the purposes and subject to such conditions as may be agreed to by the Unit Owners, including the Developer of the Association. However, no such sale, transfer, encumbrance or dedication shall be effective unless provided for in the Declaration and approval for such, action is obtained in accordance with the Declaration, notwithstanding anything contained herein to the contrary, until the Developer has transferred control of the Association, as provided in the Timeshare Plan, the Association shall be permitted to sell, transfer, encumber or dedicate such portion of the Common Areas located on the Resort Facility as, in its sole discretion, it shall deem appropriate and in the best interests of the development without the consent or vote of the Members of the Association.

6. 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 Association and to enter into contracts for such purposes. Such agent shall have the right to ingress and egress over such portions of the Resort Facility or Common Areas as is necessary for the performance of such business, duties and obligations.

7. Employment of Professional Advisors. To employ professional counsel and obtain advice from such persons, firms or corporations, such as, but not limited to, landscape architects, recreation experts, planners, lawyers and accountants.

8. Reservation System. To manage and operate the Reservation Procedures or engage a provider to manage and operate the Reservation procedures.

9. Create Classes of Service and Make Appropriate Changes. 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 recreational facilities situated in the Common Areas, if any, 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 the 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 for nonpayment or to eliminate such services for which there is no demand therefor or adequate funds to maintain the same out of said charges.

10. Miscellaneous. To sue; mediate or arbitrate; pay taxes; make and enter into contracts; and insure, enter into leases of concessions, and to pass good and marketable title to the property; dedicate or transfer all or any part of the Common Areas to a public agency, authority or utility for such purposes and subject to such conditions as may be reasonable; make and execute any and all proper affidavits for various purposes, compromise any action without leave of Court; insure its own liability for claims against it and against its officers, directors, employees, agents and contractors.

11. Personal Liability. No director or officer of the Association or the Developer or the Management Firm shall be personally liable to any Owner or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Management Firm, the Developer or any of their officers, directors, employees and

agents of the Association, provided that such person, firm or entity has, upon the basis of such information as may be possessed by him/her, acted in good faith, without willful or intentional misconduct.

ARTICLE IV MEMBERS

Each Owner of a Timeshare Interest shall be a member of the Association ("Member"). The qualification of Members, the manner of their admission to membership in the Association, the manner of the termination of such membership and voting by Members shall be as follows:

A. Until such time as the recordation of the Declaration, the Members of this Association shall be composed solely of the Subscriber ("Subscriber Member") to these Articles. The Subscriber Member shall be entitled to cast the vote of the Members on all matters requiring a vote of the Members.

B. Upon the recordation of the Declaration, the Subscriber Member's rights and interests shall be automatically terminated, and the Owners, which initially means the Developer as the owner of all Timeshare Interests, shall be entitled to exercise all of the rights and privileges of Members.

C. Except for the Developer, which shall initially be the Member as to all Timeshare Interests upon recording the Declaration and thereafter a Member as to all Timeshare Interests which the Developer owns, membership in the Association shall be established by the ownership of a Timeshare Interest in the Resort Facility as evidenced by the recording of an instrument of conveyance in the Public Records of Wakulla County, Florida, whereupon the membership in the Association of any prior Owner of such Timeshare Interest shall terminate. New Members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

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

E. Each Member who is the Owner of an Annual Timeshare Interest shall be entitled to one vote for each Timeshare Interest in the Association with respect to matters on which a vote by the Members is required or permitted to be taken pursuant to the Declaration, Articles, Bylaws or the Act. The vote regarding Timeshare Interests owned by multiple Owners or by entities such as a corporation, partnership, trust or the like shall be governed by the Bylaws.

ARTICLE V TERM

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

ARTICLE VI INCORPORATOR

The name and address of the Subscriber to these Articles is as follows:

NAME	ADDRESS
Paul M. Earnhart	3896 Coastal Highway Crawfordville, Florida 32327

ARTICLE VII
OFFICERS

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 Association, but no other officer need be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices 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:

NAMES	OFFICE
Sue Ann Smith	President
Paul M. Earnhart	Vice President
Frances W. Harley	Secretary/Treasurer

ARTICLE IX
BOARD OF DIRECTORS

A. The affairs of the Association shall be managed and conducted by the Board composed 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 Bylaws. The approval of the Members shall only be required when provided for by the Act, the Declaration, these Articles or the Bylaws. The number of directors initially constituting the Board shall be three (3).

B. The names and addresses of the persons who are to serve as the initial Board of Directors are as follows:

NAME	ADDRESS
Sue Ann Smith	3896 Coastal Highway Crawfordville, Florida 32327
Paul M. Earnhart	3896 Coastal Highway Crawfordville, Florida 32327
Frances W. Harley	3896 Coastal Highway Crawfordville, Florida 32327

The Developer reserves the right to appoint any or all directors to the Board so long as the Developer is selling Timeshare Interests to the Resort Facility. During such period of time, Owners shall not have the right to elect directors. Notwithstanding anything contained herein to the contrary, the Developer may, in its sole discretion, (i) appoint one or more directors from among the Owners, (ii) allow the Owners other than the Developer to elect one or more directors, or (iii) relinquish control of the Association to Owners, other than the Developer, prior to the required turnover date. Even after turnover of control, Developer shall have the right to appoint at least one director to the Board.

C. The initial Board shall serve until 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. All voting, election of Directors and expansion of the Board shall be in accordance with the provisions of these Articles and the Bylaws.

ARTICLE X INDEMNIFICATION

Every director and every officer of the Association shall to the maximum extent permitted by law be indemnified, held harmless and defended by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his having been a director or officer of the Association, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such directors or officers may be entitled. The intent of this indemnification is to afford protection to the directors and officers of the Association to the maximum extent allowed by law.

ARTICLE XI BYLAWS

The Bylaws of the Association shall be adopted by the first Board and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws.

ARTICLE XII AMENDMENTS

A. So long as the Developer has a right to appoint any or all of the directors of the Board, as provided for herein, any amendments to these Articles may be made by a majority of the Board alone, which amendment shall be signed by the president of the Association and need not be joined in by any other party provided however, that such Amendment shall not change the qualifications for membership without the consent of the Members as provided in paragraph B of this Article.

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.

3. Approval by the Members must be by a majority of the votes of the Members present in person or by proxy at a meeting of the membership at which a quorum (as determined in accordance with the Bylaws) is present.

4. 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. Such amendment shall be filed in accordance with the requirements of Chapter 617 of the Florida Statutes. In addition, a copy of each amendment shall be certified by the Secretary of State and such certified copy shall be recorded in the Public Records of Wakulla County, Florida with reference being made to the Book and Page of the Official Records where these original Articles were recorded.

D. Notwithstanding the foregoing provisions, there shall be no amendment to these Articles which shall abridge, amend or alter the rights and privileges of Developer provided by the Declaration, these Articles, the Act or any other law, regulation or document, including its right to designate and select the directors, or the provisions hereof, without the prior written consent therefor by Developer.

ARTICLE XIII
REGISTERED AGENT

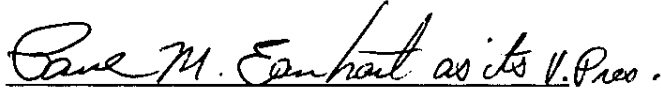
The name and address of the initial Registered Agent is:

Paul M. Earnhart
1934 Dellwood Drive
Tallahassee, Florida 32303

ARTICLE XIV
DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the North Florida Water Management District prior to such termination, dissolution or liquidation.


IN WITNESS WHEREOF, the incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 23rd day of April, 2008.


PAUL M. EARNHART

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared PAUL M. EARNHART, to me personally known, described as a subscriber in, and who executed the foregoing Articles of Incorporation, as his own free act and deed.

WITNESS my hand and official seal at Tallahassee, Florida this 23rd day of April, 2008.



Notary Public, State of Florida
(Stamp Name, Commission # and Expiration below)

NOTARY PUBLIC, STATE OF FLORIDA
Clare B. Bilbo
Commission # DD667528
Expires: APR. 25, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

ACCEPTANCE OF REGISTERED AGENT DESIGNATION FOR
WILDWOOD RESORT ASSOCIATION, INC.

Having been named as registered agent and to accept service of process for the above-stated Corporation 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 provision of Section 48.091, Florida Statutes, and I am familiar with and accept the obligations of my position as registered agent.

APRIL 23, 2008
Date

Paul M. Earnhart
PAUL M. EARNHART, Registered Agent