

ND8000006504

(Requestor's Name)

Harbour  
800 Dolphin Harbour Drive  
Panama City Beach, Fl. 32407

(City/State/Zip/Phone #)

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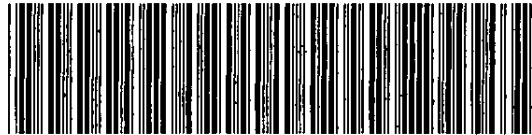
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Articles Of Incorporation  
Of**

**Harbourage Yacht Club at Dolphin Bay, Inc.**

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

**Article I. Name, Principal Office**

**Mailing Address and Registered Agent**

**Section 1. Name.** The name of this corporation is Harbourage Yacht Club at Dolphin Bay, Inc. For convenience, the corporation shall be referred to in these Articles as the "Yacht Club."

**Section 2. Principal Office.** The street address of the principal office of the Yacht Club is 800 Dolphin Harbour Drive, Panama City Beach, Florida 32407-543 8.

**Section 3. Mailing Address.** The mailing address of the corporation is 800 Dolphin Harbour Drive, Panama City Beach, Florida 32407-543 8.

**Section 4. Resident Agent.** The initial registered agent of the Yacht Club shall be Brian D. Hess whose address shall be 9108 Front Beach Road, Panama City Beach, Florida 32407.

**Article II: Purpose**

The purpose for which the Yacht Club is organized is to provide an entity to operate, manage, maintain and control all or such parts thereof of the real property located in Bay County, Florida, described on Exhibit "A" hereto together with the recreational, greenspace, ingress and egress, parking, boat slips, utilities and other related amenities as may be from time to time constructed thereon. The Yacht Club shall make no distribution of income to its members, directors or officers.

**Article III: Powers**

The powers of the Yacht Club shall include and be governed by the following provisions:

(A) The Yacht Club shall have all the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles or the Declaration of Covenants, Conditions and Restrictions of Harbourage Yacht Club.

(B) The Yacht Club shall have all the powers and duties set forth in these Articles and the Declaration of Covenants, Conditions and restrictions of Harbourage Yacht Club and in §617.30, Florida Statutes, et. seq., including but not limited to the following:

(1) To hold title to and own fee simple or other lesser interest in real, personal, or mixed property, wherever situated, and to lease, mortgage and convey same.

(2) To make and collect assessments against the members as slip owners to defray the costs, expenses and losses related to the common property of the Yacht Club.

- (3) To use the proceeds of the assessments in the exercise of these powers and duties.
- (4) To maintain, repair, replace and operate the common property operated by the Yacht Club.
- (5) To purchase insurance upon the common property operated by the Yacht Club, or the other property of the Yacht Club and insurance for the protection of the Yacht Club and its members.
- (6) To reconstruct improvements after casualty and to further improve the common property operated by the Yacht Club, or any other property of the Yacht Club.
- (7) To make and amend reasonable regulations respecting the use of the common property operated by the Yacht Club, or any other property of the Yacht Club.
- (8) To enforce by legal means the provisions of the Declaration of Covenants, Conditions and Restrictions of Harbourage Yacht Club, these Articles, the By-Laws of the Yacht Club, and regulations for the use of the common property operated by the Yacht Club, or any other property of the Yacht Club.
- (9) To contract for the management of the Yacht Club, the common property, and to delegate to such contractor all powers and duties of the Yacht Club except such as are specifically required to have approval of the Board of Directors or the membership of the Yacht Club.
- (10) To contract with the Declarant, its successors and assigns, and any of the partners of the Declarant, their officers, directors, partners or shareholders.
- (11) To employ personnel to perform the services required for the proper operation, management, maintenance, or control of the Yacht Club, the common property, or any other property of the Yacht Club.
- (12) To hire attorneys or other professionals for the purpose of bringing legal action or enforcing rights in the name of and on behalf of the members of the Yacht Club where such actions or rights are common to all members, or a substantial number of the members; and to bring such action in the name of and on behalf of the members.
- (C) All funds and the title of all properties acquired by the Yacht Club and their proceeds shall be held in trust for Yacht Club usage.

#### **Article IV: Members**

- (A) The members of the Yacht Club shall consist of all of the stock holders and members as set forth in the By-Laws.
- (B) A change of status of a member in the Yacht Club shall be established when an owner sells his slip and is established by recording the sale in the public records of Bay County, Florida, a deed or other instrument establishing a record title to a slip within Harbourage Yacht Club and the delivery to the Yacht Club of a certified copy of such instrument. The owner designated by such instrument thus must apply for membership in the Yacht Club and the membership of the prior owner is terminated. (see By-Laws for non member owners)

(C) The stock of a member in the Yacht Club cannot be assigned, hypothecated or transferred in any manner provided by the By-Laws of the Yacht Club.

(D) The owner of each slip within Harbourage Yacht Club shall be entitled to at least one (1) vote as a member of the Yacht Club. The exact number of votes to be cast and the manner of exercising voting rights shall be determined by the By-Laws of the Yacht Club.

#### **Article V: Directors**

(A) The affairs of the Yacht Club will be managed by a Board consisting of three (3) directors who shall be designated or elected as hereinafter set forth by the By-Laws of the Yacht Club. Directors need not be members of the Yacht Club.

(B) The names and addresses of the members of the first Board of Directors who have been designated as such by the Declarant and who shall hold office until their successors are designated or elected as herein provided and have qualified or until removed as herein provided are as follows:

<b>Name</b>	<b>Address</b>
Howard Phillips	7023 Sand Dollar Dr., Panama City Beach, Florida 32407
Kern L. Thomas	12237 Lyndell Plantation Dr., Panama City Beach, Florida 32407
Michael W. Hudlow	900 Dolphin Harbour Dr., Panama City Beach, Florida 32407

#### **Article VI: Officers**

The affairs of the Yacht Club shall be administered by the officers designated in the By Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Yacht Club and 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:

<b>Name</b>	<b>Address</b>
Howard Phillips	7023 Sand Dollar Dr., Panama City Beach, Florida 32407
Kern L. Thomas	12237 Lyndell Plantation Dr., Panama City Beach, Florida 32407
Michael W. Hudlow	900 Dolphin Harbour Dr., Panama City Beach, Florida 32407

### **Article VII: Indemnification**

Every director and every officer of the Yacht Club shall be indemnified by the Yacht Club against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Yacht Club, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such director or officer may be entitled. The directors shall be authorized to purchase directors and officers liability insurance providing coverage to the officers and directors of the Yacht Club at the expense of the A Yacht Club.

### **Article VIII: By-Laws**

The first By-Laws of the Yacht Club shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

### **Article IX: Amendments**

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

(A) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(B) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Yacht Club. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the secretary or assistant secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the vote of the entire membership of the Yacht Club;

(C) Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members..

(D) A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Bay County, Florida.

### **Article X: Term**

The term of the Yacht Club shall be perpetual.

**Article XI: Subscribers**

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

**Name**

Brian D. Hess

**Address**

9108 Front Beach Road

Panama City Beach, Florida 32407

*In Witness Whereof*, the subscriber has affixed his signature this 9 day of  
July 2008.



Brian D. Hess

State Of Florida

County Of Bay

*Sworn to and subscribed* before me this 9 day of July 2008, in the state and county  
aforesaid, by Brian D. Hess who is [☒] personally known to me or [☐] produced  
as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
Lisa M. Carstens  
Commission #DD762094  
Expires: APR. 08, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.



Notary Public

State of Florida at Large

**Consent of Registered Agent**

Having been named as registered agent for this corporation at the registered office  
designated in the foregoing Articles of Incorporation, the undersigned accepts the  
designation.



Brian D. Hess

*Articles of Incorporation Page 5*

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

# Exhibit "A"

## DESCRIPTION OF HARBOUR PARCEL

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA; THENCE S 89°49'08" E ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 28 FOR 2179.64 FEET TO THE POINT OF BEGINNING; THENCE N 17°07'41" W FOR 75.59 FEET; THENCE N 32°32'53" W FOR 47.32 FEET; THENCE N 45°15'29" W FOR 29.65 FEET; THENCE N 58°14'26" W FOR 46.17 FEET; THENCE S 81°22'33" W FOR 24.43 FEET; THENCE N 69°55'43" W FOR 57.42 FEET; THENCE N 62°15'57" W FOR 92.36 FEET; THENCE N 47°14'02" W FOR 26.72 FEET; THENCE S 5°36'24" W FOR 66.74 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 25.29 FEET; (CHORD=25.02 FEET; CHORD BEARING=N 35°54'42" W); THENCE N 5°36'24" E FOR 81.04 FEET; THENCE N 6°51'45" E FOR 26.58 FEET; THENCE N 50°56'26" W FOR 38.53 FEET; THENCE N 50°49'16" W FOR 68.68 FEET; THENCE N 64°20'27" W FOR 47.04 FEET; THENCE N 81°22'47" W FOR 47.58 FEET; THENCE S 69°37'14" W FOR 48.40 FEET; THENCE N 84°46'33" W FOR 45.98 FEET; THENCE N 57°04'12" W FOR 48.64 FEET; THENCE N 74°35'58" W FOR 51.86 FEET; THENCE S 88°33'43" W FOR 55.91 FEET; THENCE S 73°47'54" W FOR 51.89 FEET; THENCE S 52°48'09" W FOR 60.54 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 67.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 66.36 FEET; (CHORD=63.68 FEET; CHORD BEARING=N 37°52'26" E); TO THE POINT OF TANGENCY; THENCE N 66°14'48" E FOR 71.87 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 53.45 FEET; (CHORD=53.23 FEET; CHORD BEARING=N 75°15'14" E); TO THE POINT OF TANGENCY; THENCE N 84°15'42" E FOR 170.89 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 130.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 62.50 FEET; (CHORD=61.90 FEET; CHORD BEARING=N 70°29'22" E); TO THE POINT OF TANGENCY; THENCE N 56°43'03" E FOR 125.31 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 64.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 28.28 FEET; (CHORD=28.05 FEET; CHORD BEARING=N 69°22'41" E); TO THE POINT OF TANGENCY; THENCE N 82°02'19" E FOR 100.83 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 136.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 20.75 FEET; (CHORD=20.73 FEET; CHORD BEARING=N 77°40'03" E); TO THE POINT OF TANGENCY; THENCE N 73°17'46" E FOR 112.49 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 90.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 160.83 FEET; (CHORD=140.14 FEET; CHORD BEARING=S 55°34'30" E); TO THE POINT OF TANGENCY; THENCE S 4°26'45" E FOR 71.24 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 136.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 104.45 FEET; (CHORD=101.90 FEET; CHORD BEARING=S 26°26'49" E); TO THE POINT OF TANGENCY; THENCE S 48°26'53" E FOR 72.83 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 133.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 99.37 FEET; (CHORD=97.08 FEET; CHORD BEARING=S 69°51'09" E); THENCE LEAVING SAID CURVE S 20°23'12" W FOR 16.45 FEET; THENCE S 2°40'07" E FOR 10.68 FEET; THENCE S 32°34'43" W FOR 39.30 FEET; THENCE S 35°06'53" W FOR 30.67 FEET; THENCE S 42°33'12" W FOR 15.00 FEET; THENCE S 25°00'03" E FOR 39.36 FEET; THENCE S 73°02'41" E FOR 27.59 FEET; THENCE S 0°10'52" W FOR 174.03 FEET; THENCE N 89°49'08" W FOR 251.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.65 ACRES MORE OR LESS.