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FLORIDA PROFIT/NON PROFIT CORPORATION
Beachwalk Lagoon Property Owners' Association, Inc.

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**ARTICLES OF INCORPORATION FOR
BEACHWALK LAGOON PROPERTY OWNERS' ASSOCIATION, INC.
(a corporation not-for-profit)**

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, adopt(s) the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation shall be the Beachwalk Lagoon Property Owners' Association, Inc., a Florida corporation not for profit (the "Association").

ARTICLE II - DEFINITIONS

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Beachwalk Lagoon (the "Declaration") which will be recorded, among the Public Records of St. Johns County, Florida by TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company (the "Declarant") and joined in by TWIN CREEKS VENTURES LLC, a Florida limited liability company ("TCV"). Such defined terms shall have the same meaning or definition used herein as the meaning or definition ascribed thereto in the Declaration.

ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business and mailing address of the corporation shall be 100 East Linton Blvd., Suite 211B, Delray Beach, Florida 33483.

ARTICLE IV - PURPOSE(S)

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

Section 1. To construct, own, maintain, repair, replace and operate the Lagoon Facility owned by the Association and the improvements thereto, and any other property benefiting said Association and its Members for which the obligation to construct, maintain, repair, replace and/or operate has been delegated.

Section 2. To operate, maintain, manage and enforce covenants and restrictions related to the Lagoon Property and/or the Stormwater Management System in a manner consistent with the requirements of the Permit and the applicable rules of the SJRWMD.

Section 3. To operate without profit for the benefit of its Members.

Section 4. To perform those functions granted to or reserved by the Association in the Declaration.

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ARTICLE V - GENERAL POWERS

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration including, without limitation, the following:

Section 1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in the Declaration.

Section 2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

Section 3. To delegate power or powers where such is deemed in the interest of the Association.

Section 4. To affix Assessments to be levied against Residential Parcels, Neighborhoods, the Commercial Parcel and Lots within the Remaining Property and the costs of effectuating the objectives and purposes of the Association, and to create reasonable reserves for such expenditures when approved by the Members, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such Assessments.

Section 5. The Association shall levy and collect adequate Assessments against Members of the Association for the purposes set forth in the Declaration, including without limitation, for the costs of maintenance of the Lagoon Facility and maintenance and operation of the Stormwater Management System.

Section 6. To pay taxes and other charges, if any, on or against property of the Association, the Lagoon Property and the Lagoon Facility.

Section 7. To have all express powers conferred upon the Association by the Declaration, Chapter 617, except as prohibited herein.

Section 8. To engage in activities which will actively foster, promote and advance the common interests of all Members, including contracting for services for the operation, maintenance, and management to be provided to the Association.

Section 9. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Members.

Section 10. To levy fines against appropriate Members for violations of the Declaration and/or the Rules.

Section 11. To borrow money for any purpose subject to all limitations in the

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Declaration or Bylaws.

Section 12. To sue and be sued.

Section 13. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 14. To construct the Lagoon Facility, including without limitation, to obtain all necessary approvals, permits, and licenses, and to enter into and enforce professional services and construction contracts for the construction of the Lagoon Facility.

Section 15. To maintain the Lagoon Facility in accordance with the requirements of the Technology Licensing and Services Agreement and the requirements set forth in the Declaration, and to contract for services to provide for such maintenance or enter into the Lagoon License Agreement with the Club for such services.

Section 16. To perform its obligations under the Technology Licensing and Services Agreement.

Section 17. To operate the Lagoon Facility or to contract for services to provide for such operation, whether with the Club or otherwise.

Section 18. To mortgage or convey the Lagoon Facility with the required vote of the Voting Representatives as set forth in the Declaration.

ARTICLE VI - MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

ARTICLE VII - MEMBERS

Section 1. The Members of the Association shall be as specified in the Declaration, subject to the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from any Residential Parcel, Neighborhood Association, Commercial Parcel or Commercial Association which is subject to Assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Members with the exception of the Declarant until the Turnover Date. Class A Members shall be entitled to (i) one (1) vote for each Lot within a Residential Member's Neighborhood or, if a Residential Parcel is not platted, one (1) vote for each approved residential dwelling unit within such Residential Parcel as set forth on the schedule attached to the Declaration as Exhibit "G" or (ii) one (1) vote for every 1,000 approved square feet of buildable commercial space as set forth on the schedule attached to the Declaration

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as Exhibit "G" until the completion of construction of such commercial space and thereafter one (1) vote for each 1,000 square feet of commercial space actually constructed on the Commercial Parcel. The votes for such Member may be divided and exercised as the Member may determine, but in no event shall more than the allocated number of votes be cast with respect to any Member. Notwithstanding the contrary, the votes cast by the Voting Representative either at a duly noticed meeting or by written consent in lieu of a meeting shall be deemed by the Association to be representative of the votes of the applicable Member that such Voting Representative represents, and the Association shall have no obligation to verify the allocation of votes with any party other than the Voting Representative. In accordance with the Bylaws of the Association, each Member shall appoint a Representative; provided, however, each Neighborhood Association shall provide for the election or appointment of its Voting Representative pursuant to procedures to be set forth in the Neighborhood Declaration and any Commercial Association shall provide for the election or appointment of its Voting Representative pursuant to procedures to be set forth in the Commercial Declaration.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each vote Class A Members are entitled to cast at any time. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earliest:

- (a) three (3) months after one hundred (100%) percent of Residential Parcels, the Commercial Parcel and all Lots approved for construction of a dwelling unit within the Remaining Property have been conveyed to third-party purchasers other than Builders;
- (b) thirty (30) days after Declarant elects to terminate the Class B Membership in the manner provided in the Bylaws; or
- (c) as otherwise required by Florida law.

Until the expiration of the Class B Membership, the Declarant shall have the right to appoint the entire Board of Directors. Upon the expiration of the Class B Membership, the Voting Representative of each Member shall automatically become the appointed Directors of the Board. The Voting Representative shall cast all votes allocated to the applicable Member that such Voting Representative represents, and after the Turnover Date shall also represent the Member that such Voting Representative represents on the Board of Directors.

ARTICLE VIII - DIRECTORS

Section 1. The Initial Board of Directors of the Association shall be comprised of at least three (3) directors appointed by the Declarant. The members of the Board of Directors (each a "Director") and their street addresses are:

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John T. Kinsey 100 East Linton Blvd., Suite 211B
Delray Beach, Florida 33483

Robert Furlong 10752 Deerwood Park Blvd. South
Suite 100
Jacksonville, Florida 32256

Harry Thomas Rodgers, III 10752 Deerwood Park Blvd. South
Suite 100
Jacksonville, Florida 32256

As long as Declarant or its designated successor or assigns maintains the Class B Membership, the Declarant shall have the right to appoint the entire Board of Directors and Directors need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office only by the Declarant, thereafter, a successor Director may be appointed at any time by the Declarant.

Section 2. Upon the Turnover Date, the number of Directors shall be automatically increased to the total number of Residential Parcels and Neighborhoods within the Remaining Property plus the Commercial Parcel. Upon the Turnover Date, the Voting Representative of each Member shall automatically become a Director on the Board of Directors of the Association. In addition to serving on the Board, each Voting Representative shall also continue to cast the votes of the Member that such Voting Representative represents at all meetings of Members of the Association. The term of office of the Voting Representative acting as a Director shall be established for a term of one (1) year; provided, however, the Voting Representative may be removed or replaced with or without cause by the applicable appointing/electing Member, in its sole discretion. Each year thereafter, as many Directors shall be appointed, as the case may be, as there are Residential Parcels, Neighborhoods and Commercial Parcel within the Remaining Property, with each Member having one Director on the Board of Directors.

ARTICLE IX - OFFICERS

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other Officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

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President: John T. Kinsey
100 East Linton Blvd, Suite 211B
Delray Beach, Florida 33483

Vice President,
Treasurer and
Assistant Secretary: Robert Furlong
10752 Deerwood Park Blvd. South
Suite 100
Jacksonville, Florida 32256

Secretary: Harry Thomas Rodgers, III
10752 Deerwood Park Blvd. South
Suite 100
Jacksonville, Florida 32256

ARTICLE X - REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Association's initial registered office is 100 East Linton Blvd., Suite 211B, Delray Beach, Florida 33483, and the name of the initial Registered Agent at such address is TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC.

ARTICLE XI - CORPORATE EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence.

ARTICLE XII - BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles.

ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS

Section 1. So long as there is a Class B Membership, and subject to such limitations as provided by law, Declarant reserves the right to amend these Articles without the consent of the Members. Such amendments shall not require the consent of any mortgage lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County. After the Turnover Date and except for those terms which specify a required vote for amendment, all other terms of these Articles may be amended by the vote of the Voting Representatives, at a duly noticed meeting at which a quorum has been attained, called for the purpose of voting on the amendment, casting affirmative votes equal to not less than two-thirds (2/3rds) of the votes of the Membership represented in person or by proxy at such meeting together with the consent of the Commercial Member. Notwithstanding the foregoing; for so long as Declarant owns any portion of the Remaining Property, no amendment of these Articles

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shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

Section 2. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the Bylaws of this Association may not be amended except as provided in the Bylaws.

ARTICLE XIV- INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a) Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his or her capacity of Director or Officer of the Association, or in his or her capacity as a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he or she served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he or she had reasonable grounds for belief that such action was unlawful.

(b) By or in the right of the Association to procure a judgment in its favor by reason of his or her being or having been a Director or Officer of the Association, or by reason of his or her being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he or she served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication

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of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

Section 2. The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he or she had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

Section 3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XV - TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 1. With the exception of Directors and Officers appointed by the Class B Member, any financial or familial interest of an Officer or Director in any contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest, shall be disclosed, and further shall not be voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or her or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction.

Section 2. 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, but must abstain from voting on the issue.

ARTICLE XVI - DISSOLUTION

The Association may be dissolved if three-fourths (3/4) of the total Member votes cast at a duly held meeting of the Members of the Association vote in favor of dissolution, if permitted by the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code, and the SJRWMD Applicant's Handbook Volume I, Section 12.3 and such

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entity shall be approved by the SJRWMD prior to the termination, dissolution or final liquidation of the Association.

ARTICLE XVII – CONFLICTS

In the event of conflicts between the Declaration, Articles and Bylaws, the Declaration controls over these Articles and these Articles control over the Bylaws.

ARTICLE XVIII – INCORPORATOR

Name: TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC

Address: 100 East Linton Blvd., Suite 211B, Delray Beach, Florida 33483.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as Incorporator thereof this 6th day of January, 2017.

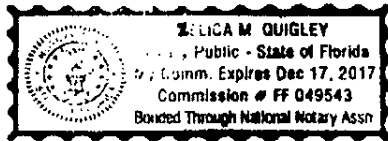
INCORPORATOR:

Twin Creeks Development Associates, LLC, a Florida limited liability company

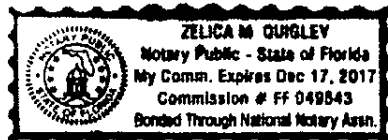
John T. Kinsey
John T. Kinsey, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th day of January, 2017, by John T. Kinsey as Manager of Twin Creeks Development Associates, LLC who is personally known to me or who has produced a Florida driver's license as identification.



Zelica M. Quigley
Notary Public
Name: Zelica M. Quigley
Serial Number:
Commission Expires: 12/17/17

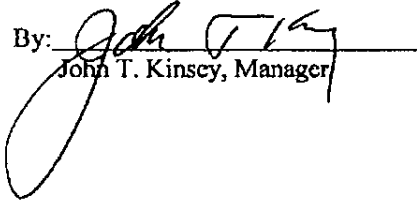


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REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent of Beachwalk Lagoon Property Owners' Association, Inc. this 6th day of January, 2017.

Twin Creeks Development Associates, LLC,
a Florida limited liability company

By: 
John T. Kinsey, Manager