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FLORIDA PROFIT/NON PROFIT CORPORATION
Marina del Palma Boat House Association, Inc.

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**ARTICLES OF INCORPORATION
OF
MARINA DEL PALMA BOAT HOUSE ASSOCIATION, INC.
A Corporation Not For Profit**

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CLERK OF CIRCUIT COURT
PALM BEACH COUNTY, FLORIDA

The undersigned resident of the State of Florida, for the purpose of forming a corporation not for profit under Chapter 617 of the laws of the State of Florida, hereby certifies:

ARTICLE I
Name

The name of this corporation is the Marina del Palma Boat House Association, Inc. called the "Association" in these Articles.

ARTICLE II
Office and Registered Agent

The Association's principal office is located at 145 City Place, Suite 300, Palm Coast, Florida, 32164. Kenneth W. Belshe, who maintains a business office at 145 City Place, Suite 300, Palm Coast, Florida 32164, is hereby appointed the initial registered agent of the Association. Both the Association's registered office and registered agent may be changed from time to time as provided by law.

ARTICLE III
Purpose and Powers of the Association

Section 1. The Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the effective operation, management and maintenance of a dry boat storage facility (the "Boat House") which is located within the mixed-use residential, commercial and marina development in Palm Coast, Florida, known as "Marina del Palma" (the "Community"). Sunbelt Palm Coast Marina, LLC, a Nevada limited liability company, is one of two affiliated companies which is developing the Community, and is the record owner of the land on which the Boat House shall be located (the "Developer"). Pursuant to the Master Declaration of Covenants, Easements and Restrictions for Marina del Palma, as recorded in the public records of Flagler County, Florida (the "Master Declaration"), the Boat House has initially been established as a limited common area under the administration and control of the Marina del Palma Master Association (the "Master Association"), although the Developer, and thereafter the Master Association, have reserved the right to convey the Boat House to this Association.

Section 2. The use of the Boat House is reserved exclusively for the owners of lots within the single-family subdivision in the Community known as the Estates of Marina del Palma (the "Subdivision"). Consistent with the governing documents of the Subdivision, including the Declaration of Covenants, Easements and Restrictions for the Estates of Marina del Palma, as recorded in the public records of Flagler County, Florida (the "Estates Declaration"), the right to use

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one (1) dry slip within the Boat House (a "Dry Slip") for the storage of recreational watercraft is a right appurtenant to the ownership of a lot within the Subdivision (a "Lot"). This Association is established as the association of lot owners in the subdivision (the "Lot Owners") in connection with their concurrent capacity as the holders of the exclusive right to use a Dry Slip in the Boat House.

Section 3. Without limitation, this Association is empowered to:

(a) Powers. If the Developer or the Master Association subsequently conveys the Boat House to this Association, the Association shall exercise all rights, powers, and privileges, and perform all duties with respect to the administration of the Boat House that are reserved to the Master Association in the Master Declaration.

(b) Property. Own, hold, improve, operate, maintain, sell, lease, transfer, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs.

(c) Assessments. Adopt budgets and levy, collect, and enforce by any lawful procedure all charges, dues or assessments established by, or pursuant to these Articles or the Master Declaration, including assessments for services or materials for the benefit of Members of the Association for which the Association has contracted with third party providers.

(d) Costs. Use the proceeds collected from assessments to pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association's property or required for the performance of its responsibilities.

(e) Maintenance. Maintain, manage, repair, replace and operate the Boat House and related facilities.

(f) Borrowings. Borrow money and, with the approval of a the voting interests of each class of Members as provided herein, mortgage, pledge, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(g) Reorganizations. Participate in mergers and consolidations with other nonprofit corporations organized for similar purposes, with approval of a majority of each class of members.

(h) Regulations. From time to time adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Dry Slips and the Boat House consistent with the provisions of the Master Declaration.

(i) Contract. Contract with others for performance of the Association's management and maintenance responsibilities and for the furnishing of services or materials for the benefit of the Members or the Boat House, including without limitation, contracting for the provisions of boat house management and labor services.

(j) General. Have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with

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all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by these Articles, or reasonably necessary, convenient, or desirable to exercise any right, power, or privilege so granted.

ARTICLE IV Membership

Section 1. Lot Owners. The right to use one (1) Dry Slip within the Boat House for the storage of recreational watercraft is a right appurtenant to the ownership of a Lot within the Subdivision. Every Lot Owner shall be a member of the Association in connection with his concurrent right to use a Dry Slip within the Boat House, and his shared obligations for costs of maintaining the Boat House, and managing its operations. Lot Owners shall not be permitted to withdraw from membership in the Association nor shall they be excused from payment of assessments based on non-use of a Dry Slip. As the right to use a Dry Slip is appurtenant exclusively to the ownership of a Lot within the Subdivision, owners of units or lots in other areas within the Community shall not acquire any membership rights in this Association. An owner of more than one Lot is entitled to use one (1) Dry Slip for each Lot owned. Membership may not be transferred except by transfer of record title to a Lot. A Lot Owner's membership in the Association shall not confer any additional membership or voting rights in the Master Association other than such membership rights which derive from the ownership of a Lot in the Subdivision.

Section 2. Developer. Pursuant to the Estates Declaration and the Master Declaration, the Developer has reserved for itself the right to use one (1) Dry Slip within the Boat House for its own enjoyment until such time as Developer may elect in its sole discretion to relinquish this right to the Association (the "Dry Slip Use Right"). Developer's Dry Slip Use Right shall remain in full force and effect regardless of whether Developer owns record title to any Lots within the Subdivision. Developer shall remain a member of the Association for so long as it has not relinquished its Dry Slip Use Right.

ARTICLE V Voting Rights

Section 1. Classification. This Association has two classes of voting membership:

CLASS A. So long as there is Class B membership, Class A members are all Lot Owners, except Developer. Class A members are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members will be all Lot Owners, including Developer so long as Developer has not relinquished its Dry Slip Use Right.

CLASS B. The Class B Member is Developer, its successors and assigns. The Class B Member shall be entitled to ten (10) votes for each Lot owned, and to ten (10) additional votes for its Dry Slip Use Right. Developer shall be entitled to exercise the ten (10) votes derived from its Dry Slip Use Right regardless of whether or not it still owns any Lots in the Subdivision. Class B Membership shall cease and become converted to Class A membership only at such time that Developer shall voluntarily relinquish Class B Member status. At such time, the Class "B" Member

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shall be deemed to be a Class "A" Member and entitled to one vote for each Lot owned in the manner provided above, except Developer will continue to hold ten (10) votes as a Class "A" Member on the basis of its Dry Slip Use Right.

Section 2. Co-Ownership. If more than one Person holds the record title to any Lot, all such Persons are Members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote as the Lot Owner unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative(s) of the corporation, which shall be effective until rescinded by the corporation.

ARTICLE VI Board of Directors

Section 1. Number and Term. This Association's affairs are managed by a Board of Directors initially composed of three Directors, who need not be Association members. The number of Directors from time to time may be changed from a minimum of three (3) to a maximum of seven (7), but at all times it must be an odd number. The term of office for all Directors is one year, and any Director may succeed himself in office.

Section 2. Election. All Directors are elected by written ballot at the annual meeting. Each member entitled to vote may cast as many votes for each vacancy as such member has under the provisions of Article V of these Articles and the person receiving the largest number of votes cast by the Class A and Class B members for each vacancy is elected. Cumulative voting is not permitted.

Section 3. Initial Directors. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, are removed, or are incapacitated or otherwise unable to serve, are:

<u>Name</u>	<u>Address</u>
Graham B. Allen	145 City Place, Suite 300 Palm Coast, Florida, 32164
Kenneth W. Belshe	145 City Place, Suite 300 Palm Coast, Florida, 32164
William G. Allen	145 City Place, Suite 300 Palm Coast, Florida, 32164

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ARTICLE VII

Officers

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, 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:

<u>Names and Addresses</u>	<u>Office</u>
Graham B. Allen 145 City Place, Suite 300 Palm Coast, Florida, 32164	President
Kenneth W. Belshe 145 City Place, Suite 300 Palm Coast, Florida, 32164	Vice President
William G. Allen 145 City Place, Suite 300 Palm Coast, Florida, 32164	Secretary

ARTICLE VIII

Existence and Duration

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Secretary of State, Tallahassee, Florida. This Association exists perpetually.

ARTICLE IX

By-Laws

The Association's By-Laws initially will be adopted by the Board of Directors. The Developer shall have the right without the joinder or consent of any Lot Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting any portion of the Property, or any other Person to amend the By-Laws: (i) to comply with any requirements of a governmental agency, institutional Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to cure any ambiguity or error or any inconsistency between the By-Laws and these Articles, the Estates Declaration or the Master Declaration; or (iii) to comply with the requirements of any law, ordinance, regulation, permit, approval, or other instrument applicable to the Property. In addition, the By-Laws may also be amended or rescinded by a majority vote of the total voting interests of both classes of Members at any regular or special meeting duly called and convened, provided that if the Class B membership has terminated, all amendments must be approved by Developer in writing.

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ARTICLE X
Amendments

Section 1. Developer. The Developer shall have the right without the joinder or consent of any Lot Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting any portion of the Community, or any other Person to amend these Articles: (i) to comply with any requirements of a governmental agency, institutional Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a dry slip; or (ii) to cure any ambiguity or error or any inconsistency between these provisions and the other Governing Documents; or (iii) to comply with the requirements of any law, ordinance, regulation, permit, approval, or other instrument applicable to the Property.

Section 2. Other Amendments. Other amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of a majority of the total voting interests of each class of members, and, if Developer has terminated its Class B membership, the written approval of Developer for so long as it may exercise its Dry Slip Use Right.

ARTICLE XI
Other Approvals

For so long as Developer may exercise its Dry Slip Use Right, and has not relinquished same, the written approval of the Developer is required for the merger, consolidation, or dissolution of this Association.

ARTICLE XII
Voting Requirements

Section 1. Percentage Requirements. Unless any provision of these Articles, or the By-Laws expressly requires the approval of both classes of the membership or of the Developer or any other Person, the majority vote of those members present and voting at a duly called and convened meeting shall constitute the act of the membership. If any provision of these Articles or the By-Laws expressly requires the approval of both classes of membership, and in the absence of an express provision requiring a specified percentage of the total votes eligible to be cast by either or both classes of membership, the majority vote of those members of each class present and voting at a meeting duly called and convened is sufficient to constitute the act of that class.

Section 2. Two-Thirds of Class. Any of the following constitute extraordinary actions that must be approved by two-thirds (2/3) of Class A members and by Developer for so long as Developer has not relinquished its Dry Slip Use Right: (i) any mortgaging or conveyance of this

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Association's property; (ii) any merger or consolidation of this Association; (iii) any dissolution of this Association; (iv) amendment of these Articles of Incorporation.

Section 3. Notice, Proxies, and Quorum Requirements. Written notice of all meetings of the membership must be given to all Lot Owners not less than fourteen (14) days nor more than forty-five (45) days in advance of such meeting. The presence of members or proxies entitled to cast at least thirty percent (30%) of the votes of each class, if such action must be approved by both classes, or of the Class A members, if such action must be approved only by class A members, shall constitute a quorum. If the required quorum is not forthcoming, the members present shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented. Proxies must be registered with the Secretary of the Association prior to members' meetings. No Lot Owner may hold more than five (5) proxies.

Section 4. Written Action. Any action that may be taken at any membership meeting, including any Extraordinary Action enumerated in this Article, may be taken in the absence of a quorum, or without a meeting, without prior notice, and without a vote if: (i) written consent, setting forth the action so taken, is signed by those Lot Owners entitled to exercise not less than the minimum number of votes necessary to authorize or take such action at a meeting; and (ii) within 10 days after obtaining such written consent, notice thereof is given to those members who have not so consented in writing.

Section 5. Certificate. An instrument signed by any executive officer of this Association, and attested by the Association's Secretary under the Association's seal, is conclusive that any required approval has been obtained in the manner provided in these Articles as to Persons without actual knowledge to the contrary.

ARTICLE XIII Interpretation

Reference is made to the terms and provisions of the Master Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. All terms defined in the Master Declaration have the same meaning where used in these Articles, and the rules of interpretation set forth in the Master Declaration apply to the interpretation, construction, application, and enforcement of these Articles. By subscribing and filing these Articles, the incorporator intends their provisions to be consistent with the provisions of the Master Declaration and to be interpreted, construed, applied, and enforced with those of the Master Declaration to avoid inconsistencies or conflicting results.

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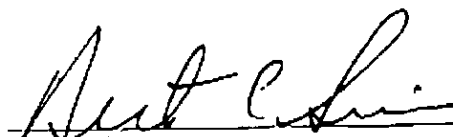
ARTICLE XIV

Incorporator

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

Bert C. Simon, Esquire
Gartner, Brock and Simon, LLP
1300 Riverplace Blvd., Suite 525
Jacksonville, Florida 32207

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this ^{21st} day of February, 2018.


Bert C. Simon


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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA
AND NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

MARINA DEL PALMA BOAT HOUSE ASSOCIATION, INC. desiring to organize under the laws of the State of Florida as a corporation not for profit with its principal place of business at 145 City Place, Suite 500, Palm Coast, Florida 32164, has named Kenneth W. Belshe, whose business office is 145 City Place, Suite 500, Palm Coast, Florida 32164, as its registered agent to accept service of process within this state, all in accordance with Section 617.0501, Florida Statutes.


DATED this 21st day of February, 2018.


Bert C. Simon
Incorporator

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation, at the place designated in this certificate, and being familiar with the obligations of such position, I hereby agree to act in such capacity and agree to comply with the provisions of the laws of the State of Florida relative to maintaining such registered office.

DATED this 21st day of February, 2018.


Kenneth W. Belshe

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