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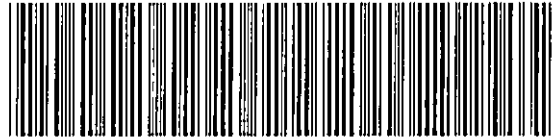
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Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: GULF DRIVE 75 HOMEOWNERS 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: Frances C. Lowe

Name (Printed or typed)

68-A Feli Way

Address

Crawfordville, FL 32327

City, State & Zip

850-926-8245

Daytime Telephone number

francie@francelowe.com

E-mail address: (to be used for future annual report notification)

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

ARTICLES OF INCORPORATION
OF
GULF DRIVE 75 HOMEOWNERS ASSOCIATION, INC.

I, the undersigned, acting as incorporator of a nonprofit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation:

(Note: Capitalized Terms are defined in the Restrictive Covenants)

ARTICLE I

The name of the corporation (hereinafter called the Association) is Gulf Drive 75 Homeowners Association, Inc.

ARTICLE II

The Owners of Property in Gulf Drive 75 Homeowners Association, Inc. shall be Members of this Association. The legal description of the Property composing Gulf Drive 75 Association, Inc. is described in Exhibit "A".

The specific primary purposes for which the Association is formed are to provide for maintenance of easements and common areas and architectural control of Residential Dwelling Units on the Lots within Gulf Drive 75 Homeowners Association, Inc. Generally, the Association's purpose is to promote the health, safety, and welfare of the residents within the Association.

In furtherance of the specific and general purposes, the Association shall have power to:

- (a) Perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants and Restrictions of Gulf Drive 75 Subdivision ("Restrictive Covenants") applicable to the Association:

- (b) Affix, levy, collect and enforce payment by any lawful means of, all assessments and fees pursuant to the terms of the Restrictive Covenants; and pay all expenses incidental to the conduct of the business of the Association;
- (c) Acquire (by gift, purchase, or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of, real and personal property in connection with the affairs of the Association;
- (d) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes; or annex additional residential Property or common areas, provided that any merger, consolidation or annexation shall have the unanimous assent by vote or written instrument of each class of Members;
- (e) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association shall be financed by assessments as provided in the Restrictive Covenants, and no part of any net earnings of the Association will inure to the benefit of any Member.

ARTICLE III

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is within the Property described in Exhibit "A", but excluding persons or entities holding title merely as security for performance of an obligation, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The address of the principal office of the Association is 19570 HWY 331 South, Freeport, Florida 32439, and the name of the registered agent and her address is Frances Casey Lowe, 68-A Feli Way, Crawfordville, Florida 32327.

ARTICLE VI

The affairs of the Association shall be managed by a Board of Directors, a President and Secretary/Treasurer, who shall always be Members of the Board of Directors. Such Officers shall be elected at the first meeting of the Board of Directors following each annual meeting of Members. Directors shall be elected according to the Bylaws.

ARTICLE VII

The number of persons constituting the initial Board of Directors of the Association shall be one (1), and the name and address of the person who shall serve as Director until the first election is:

Greg Hasley
19570 HWY 331 South
Freeport, FL 32439

ARTICLE VIII

The initial Architectural Review Board for Gulf Drive 75 Homeowners Association, Inc. shall consist of one (1) Member. The name and address of the person who shall serve is:

Greg Hasley
19570 HWY 331 South
Freeport, FL 32439

ARTICLE IX

The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3) of each class of Members existing at the time of and present at such meeting. Notwithstanding, initial Bylaws of the Association shall be made and adopted by the sole member of the initial Board of Directors.

ARTICLE X

Amendments to these Articles of Incorporation may be proposed by any Member of the Association. These Articles may be amended at any annual meeting of the Association or at any special meeting duly called and held for such purpose, on the unanimous vote of each class of Members existing at the time of, and present at such meeting or voting by proxy.

ARTICLE XI

The Association shall have two (2) classes of voting Members as follows:

Class A – Class A Members shall be all Owners in good financial standing with the Association except for the Developer, and shall be entitled to one (1) vote for each Lot as defined in the Restrictive Covenants. When more than one (1) person owns an interest in any Lot, all such persons shall be Members of the Association. However, only one (1) vote shall be cast on matters before the Association on behalf of all the Owners of the Lot.

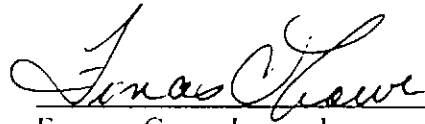
Class B – The Class B Members shall be the Developer, who shall be entitled to exercise three (3) votes for each Lot own by the Developer. The Class B Membership shall cease and be converted to the Class A Membership as provided in the Restrictive Covenants.

ARTICLE XII

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization and operated for such similar purposes.

ARTICLE XIII

Incorporator: Frances Casey Lowe, Esq.
Frances Casey Lowe, P.A.
68-A Feli Way
Crawfordville, Florida 32327



Frances Casey Lowe, Incorporator

EXHIBIT "A"

HOMEOWNER'S ASSOCIATION PARCEL

(LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4112, PAGE 1072, BAY COUNTY, FLORIDA)

UNIT 1, LOT 1 AND THE WEST 1/2 OF LOT 2, BLOCK 13, CRESCENT BEACH PLAT (A/K/A CORRECTED PLAT OF CRESCENT BEACH UNIT No. 1), ACCORDING TO THE PLAT ON FILE IN PLAT BOOK 8, PAGE 50, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1 BLOCK 13; THENCE SOUTH 48°27'04" EAST ALONG THE NORTH LINE OF SAID BLOCK 13 75.00 FEET; THENCE SOUTH 43°30'51" WEST 27.53 FEET; THENCE NORTH 46°29'09" WEST 3.97 FEET TO THE POINT OF BEGINNING ; THENCE SOUTH 43°30'51" WEST 55.83 FEET; THENCE NORTH 55°38'18" WEST 30.39 FEET; THENCE NORTH 43°30'51" EAST 17.17 FEET; THENCE NORTH 46°29'09" WEST 7.00 FEET; THENCE SOUTH 43°30'51" WEST 18.25 FEET; THENCE NORTH 55°38'18" WEST 30.39 FEET; THENCE NORTH 43°30'51" EAST 65.16 FEET; THENCE SOUTH 46°29'09" EAST 17.00 FEET, THENCE NORTH 43°30'51" EAST 1.00 FEET; THENCE SOUTH 46°29'09" EAST 20.00 FEET; THENCE NORTH 43°30'51" EAST 1.42 FEET; THENCE SOUTH 46°29'09" EAST 13.00 FEET; THENCE SOUTH 43°30'51" WEST 1.00 FEET; THENCE SOUTH 46°29'09" EAST 17.00 FEET TO THE POINT OF BEGINNING