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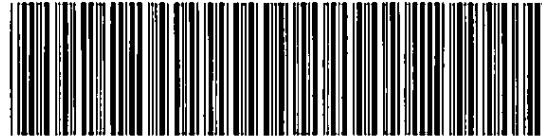
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COVER LETTER

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

SUBJECT: THE PROPER AT SOUNDVIEW BOARDWALK 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: Raymond Palmer, Esq.

Name (Printed or typed)

913 Gulf Breeze Way

Address

Gulf Breeze, Florida 32561

City, State & Zip

850-919-1000

Daytime Telephone number

ray@rplegal.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

THE PROPER AT SOUNDVIEW BOARDWALK ASSOCIATION, INC.

A NONPROFIT CORPORATION
UNDER THE LAWS OF THE STATE OF FLORIDA

BE IT KNOWN that the undersigned acting as incorporator of a nonprofit corporation under the laws of the State of Florida, and in particular, Title XXXVI, Florida Statutes does hereby adopt the following Articles of Incorporation for such nonprofit corporation (these "Articles").

ARTICLE I
NAME

The name of the nonprofit corporation shall be THE PROPER AT SOUNDVIEW BOARDWALK ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II
PERIOD OF DURATION

The existence of the Associations shall commence with the filing of these Articles with the Secretary of State in Tallahassee, Florida. The period of duration of the Association shall be perpetual unless terminated according to the terms of these Articles.

ARTICLE III
PURPOSE

The purposes for which the Association is organized are:

1. To furnish all services reasonably necessary for the health, comfort, safety, welfare and enjoyment of the lot owners of the proposed subdivision to be known as The Proper at Soundview Subdivision (the "Subdivision") which is located on all or a portion of that certain real property located in Santa Rosa County, Florida and more particularly described on Exhibit "A" attached hereto.
2. To own manage and control all of the common areas and improvements thereon located within the boundaries of the Subdivision which are intended to be devoted to the common use and enjoyment of the owners of lots in the Subdivision, including, but not by way of limitation, the maintenance of private easements or roads, any decorative fences, street islands, retaining walls and any retention pond for storm water drainage.
3. To administer enforce and otherwise act in accordance with that certain Declaration of Conditions, Covenants and Restrictions for The Proper at Soundview Boardwalk executed by Declarant (hereinafter defined) and recorded in the office of the Clerk of the Circuit Court of Santa Rosa County, Florida, as may be amended from time to time (the "Declaration"), to the extent provided in the Declaration.
4. To assess, collect and direct the proper disbursement of the lot owners' pro rata shares of the costs and expenses incurred in the carrying out of said purposes in accordance with these Articles, the Bylaws for the Association and the rules and regulations of the Subdivision and the Declaration.

ARTICLE IV
GENERAL POWERS

The powers of the Association are as follows:

1. The Association shall have the power to own, accept, acquire, mortgage and dispose of real and personal property, and to obtain, invest and retain funds, in advancing the purposes stated in Article III above.
2. The Association shall have the power to transact all business being not for profit consistent with the purposes for which this Association is organized and to protect the lawful rights and interests of its members in connection herewith.
3. The Association shall have all powers granted to it in The Florida Statutes, as amended, including those powers granted to nonprofit corporations in Title XXXVI, Chapter 617, Florida Statutes, as amended.
4. The Association shall operate, maintain and manage the Storm water Management System in a manner consistent with the requirements of Northwest Florida Water Management District ("NFWFMD") and applicable NFWFMD rules, the Ingress/Egress Easement and Common Areas and shall assist in the enforcement of the restrictions and covenants contained in the Declaration.
5. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Storm water Management System, the Ingress/Egress Easement and Common Areas as defined in the Declaration. The assessments shall be used for the maintenance and repair of the Storm water Management System including but not limited to work within retention areas, drainage structures and drainage easements and Ingress/Egress Easement and Common Areas as defined in the Declaration.

ARTICLE V
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator herein are as follows:

SOUNDVIEW BOARDWALK, LLC, a Florida limited liability company
232 SABINE DR
PENSACOLA, BEACH, FL 32561

ARTICLE VI
NAME AND ADDRESS OF INITIAL PRINCIPAL OFFICE

The name and address of the initial principal office are as follows:

SOUNDVIEW BOARDWALK, LLC, a Florida limited liability company
232 SABINE DR
PENSACOLA, BEACH, FL 32561

ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS

There shall be only one class of membership. The members of the Association shall be all of the record owners of plated lots within the Subdivision. Membership in the Association shall be established by recordation in the records of the Office of the Clerk of Santa Rosa County, Florida, a deed of conveyance transferring record title to a plated lot in the Subdivision and the delivery to the Association of an executed true copy of said deed. The owner designated by such instrument shall thereby automatically become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot in the Subdivision, and shall cease as to any owner upon transfer of title from such owner to another owner.

Each member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any

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PENSACOLA, FL

lot all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any single lot.

ARTICLE VIII
NONPROFIT CORPORATION

The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its members. The members of the Association shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to members of the Association under these Articles, the Bylaws of the Association or the Declaration. The purposes of the Association shall be served without pecuniary profit to any director or member of the Association.

ARTICLE IX
NAME AND ADDRESS OF INITIAL REGISTERED AGENT

The name of the initial registered agent of the Association and the address of the initial registered office of the Association are as follows:

SOUNDVIEW BOARD WALK, LLC, a Florida limited liability company
232 SABINE DR
PENSACOLA, BEACH, FL 32561

The initial registered agent's written acceptance of appointment as a registered agent as required by 617.0501 of the Florida Statutes is attached hereto as Exhibit "B".

ARTICLE X
INITIAL OFFICERS and BOARD OF DIRECTORS

Except as provided herein, the affairs of the Association shall be managed by a Board of Directors. Notwithstanding anything contained in these Articles, the Bylaws of the Association, or the Declaration to the contrary, SOUNDVIEW BOARD WALK, LLC, a Florida limited liability company (the "Declarant") shall have the sole, and exclusive right to appoint all of the members of the Board of Directors of the Association (subject to the rights of members other than the Declarant to elect at least one member of the Board of Directors under Section 720.307(2) of the Florida Statutes; (2) appoint all of the officers of the Association; (3) remove and replace any members of the Board of Directors of the Association; (4) appoint the members of the Architectural Review Committee ("ARC") of the Association as defined in and in accordance with the Bylaws; (5) amend these Articles and the Bylaws of the Association; and (6) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association. "Turnover" has the meaning set forth in the Declaration. Upon Turnover the then current members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in the Declaration and the Bylaws of the Association.

The initial Board of Directors of the Association shall be composed of three (3) directors none of which must be a member of the Association. The names and addresses of the initial three Directors of the Association are as follows:

NAME:	ADDRESS:
Dax A. Campbell	P.O. BOX 752, GULF BREEZE, FL 32562
Joel M. Campbell	P.O. BOX 752, GULF BREEZE, FL 32562
Beverly B. Campbell	P.O. BOX 752, GULF BREEZE, FL 32562

The names, title and addresses of the initial Officers of the Association are as follows:

NAME:	TITLE:	ADDRESS:
Dax A. Campbell	President	P.O. BOX 752, GULF BREEZE, FL 32562
Joel M. Campbell	Secretary	P.O. BOX 752, GULF BREEZE, FL 32562
Beverly B. Campbell	Treasurer	P.O. BOX 752, GULF BREEZE, FL 32562

Within sixty (60) days after Turnover, Declarant shall call a meeting of the Members for the purposes of (i) transitioning control of this Association to the Members, (ii) electing new directors to the Board, and (iii) electing new members of the ARC. After Turnover, all Directors must be members of the Association, or representatives of entities that are members of the Association, the number of directors shall be as set forth in the Bylaws and the members of the Association shall have the right to elect the Board of Directors as provided in the Bylaws. The number of directors may be changed by amendment of the Bylaws of the Association. The initial Bylaws of the Association shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors of the Association.

ARTICLE XI INDEMNIFICATION

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding, if approved by the then Board of Directors of the Association) to which said officer or director is made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association may be entitled.

The directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the subdivision. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which one or more of the directors of the Association is a director or officer or is pecuniarily or otherwise interested, shall be either void or voidable for such reason or because such director or directors are present at the meeting of the Board of Directors or any of the committees thereof which authorizes or approves the contract or transaction or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraph exists:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose: and
- (b) The fact of the common directorate or interest is disclosed or known to the members or a majority thereof and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose, and
- (c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if said director were not so interested.

ARTICLE XII ASSESSMENTS


1. To provide the total sum necessary for the insurance, reserve fund for replacements, maintenance and operation of the Common Areas and improvements within the Subdivision, each member for each lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each member for each lot owned shall be equal to a fraction, the numerator of which shall be the number of lots owned by such lot owner and the denominator of which shall be the total number of lots in the Subdivision, and which the quotient of such fraction shall be multiplied by the total sum necessary for such purposes. The total number of lots in the Subdivision may be increased from time-to-time by the Declarant in its sole and absolute discretion so long as the Declarant continues to have the right to add additional property to the Subdivision in accordance with the terms of the Declaration.
2. The amount of assessment against each member as provided under the paragraph immediately above, shall be assessed by the Association as a lien as provided in the Declaration.
3. In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments for the purposes and in the manner set forth in the Declaration, as the same may be amended from time to time.
4. Each assessment shall be assessed and shall be due and payable as provided in the Declaration and the Bylaws and upon default or payment within such period of time the assessment shall be a lien against each lot owned by the defaulting member and against that undivided portion of the common area owned by the defaulting member and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Florida and to take any other actions for collection from the defaulting party or parties. Any such lien against a lot or against the common area shall be subordinate to a recorded first mortgage covering such lot.
5. Both annual and special assessments shall be collected in the time and manner specified in the Declaration or as otherwise directed by the Associations' directors.

ARTICLE XIII MISCELLANEOUS

1. Amendment. Until Turnover, these Articles may be amended at any time and from time to time by Declarant, without the consent or approval of any of the other members of the Association. After Turnover, these Articles may be amended, subject to the terms and provisions of the Declaration by the affirmative vote or at least 67% of the total voting interests of all members of the Association. All amendments to these Articles become effective only upon being placed of record in the Office of the Clerk of the Circuit Court of Santa Rosa County, Florida.
2. Termination, Dissolution, or Liquidation. In the event of a termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Storm water Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C. and be approved by the NWFWMDC prior to such termination, dissolution or liquidation.
3. Incorporation by Reference. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Declaration, then the provisions of the Declaration shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Association Bylaws, then the provisions of these Articles shall at all times control.

The incorporator has executed these Articles of Incorporation by and through its duly authorized representative on this the 24 day of March, 2021.

SOUNDVIEW BOARDWALK, LLC

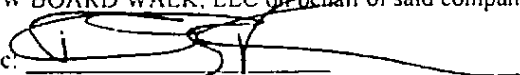
By: 

Name: Joel M. Campbell As its Manager

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this March 24, 2021 by Joel M. Campbell as Manager for SOUNDVIEW BOARD WALK, LLC on behalf of said company who is personally known to me.

Notary Public:


Raymond B. Palmer

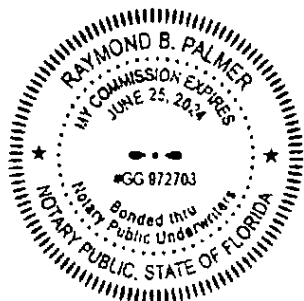


EXHIBIT "A"

Description of Subdivision Property

All of the real property shown on the recorded plat of the Subdivision The Proper at Soundview Boardwalk as recorded in the public records of Santa Rosa County, Florida and any additional real property made subject to the Declaration in accordance with the terms thereof.

LEGAL DESCRIPTION:

EXHIBIT "A"

LOTS 1, 2 AND 3, BLOCK B, HARBOURTOWN PHASE TWO, AS DESCRIBED IN THAT CERTAIN PLAT RECORDED IN PLAT BOOK 11, PAGE 15, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

AND ALSO;

BEG'N AT THE SOUTHEAST CORNER OF LOT 1 IN BLOCK "B" OF HARBOURTOWN PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11 AT PAGE 15 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 32°27'05" EAST ALONG THE WESTERLY RIGHT OF WAY OF STATE ROAD NO. 399-A (RIGHT-OF-WAY WIDTH VARIES), A DISTANCE OF 11.71 FEET TO A POINT ON THE NORTH LINE OF SOUNDVIEW TRAIL (R/W VARIES); THENCE GO SOUTH 57°50'27" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SOUNDVIEW TRAIL (R/W VARIES) A DISTANCE OF 124.48 FEET TO A POINT ON THE EASTERLY LINE OF LOT 2 OF SAID HARBOURTOWN PHASE TWO; THENCE NORTH 32°09'33" WEST ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 11.09 FEET TO A POINT ON THE SOUTH LINE OF SAID HARBOURTOWN PHASE TWO; THENCE GO NORTH 57°32'55" EAST ALONG SAID SOUTH LINE OF SAID HARBOURTOWN A DISTANCE OF 124.32 FEET TO THE POINT OF BEGINNING. CONTAINING 0.0326 ACRES MORE OR LESS.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK "B" OF HARBOURTOWN PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11 AT PAGE 15 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 37°45'33" EAST ALONG THE EAST LINE OF SAID LOT 1 AND ALONG THE WESTERLY RIGHT OF WAY OF STATE ROAD NO. 399-A (RIGHT-OF-WAY WIDTH VARIES), A DISTANCE OF 41.67 FEET TO A POINT; THENCE GO SOUTH 32°27'05" EAST ALONG THE EAST LINE OF SAID BLOCK "B" AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 399-A, A DISTANCE OF 24.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 32°27'05" EAST ALONG THE EAST LINE OF SAID BLOCK "B" AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 399-A, A DISTANCE OF 34.46 FEET TO A POINT; THENCE GO SOUTH 57°32'55" WEST, A DISTANCE OF 18.07 FEET TO A POINT ON THE BACK OF EXISTING CONCRETE CURB TO THE EXISTING ACCESS ROAD AND EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 521 AT PAGES 258-260 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTHWESTERLY ALONG SAID EXISTING CONCRETE CURB AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 207.43 FEET, DELTA ANGLE OF 9°41'31" AND A CHORD BEARING AND DISTANCE OF NORTH 21°59'14" WEST-36.05 FEET, AN ARC DISTANCE OF 35.09 FEET; THENCE GO NORTH 57°32'55" EAST A DISTANCE OF 11.70 FEET TO THE POINT OF BEGINNING. BEING A PORTION OF LOT 1 IN BLOCK "B" OF HARBOURTOWN PHASE TWO AND CONTAINING 496 SQUARE FEET OF LAND.

TOGETHER WITH AN EASEMENT OVER, UPON, ACROSS, AND THROUGH THE EXISTING ACCESS ROAD (INCLUDING THE CURB THEREOF) AS DESCRIBED ABOVE FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY AND FOR INSTALLING, MAINTAINING, REPAIRING, SERVING, AND REPLACING IMPROVEMENTS ON THE ABOVE DESCRIBED PROPERTY.

INGRESS AND EGRESS EASEMENT (OR. BK. 3780, PG. 210)

A PORTION OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK "B" OF HARBOURTOWN PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11 AT PAGE 15 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 37°45'33" EAST ALONG THE EAST LINE OF SAID LOT 1 AND ALONG THE WESTERLY RIGHT OF WAY OF STATE ROAD NO. 399-A (RIGHT OF WAY VARIES), A DISTANCE OF 41.67 FEET TO A POINT; THENCE GO SOUTH 32°27'05" EAST ALONG THE EAST LINE OF SAID BLOCK "B" AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 399-A, FOR A DISTANCE OF 226.64 FEET TO THE NORTHERLY R/W OF SOUNDVIEW TRAIL (R/W VARIES); THENCE SOUTH 57°32'55" WEST ALONG THE NORTHERLY R/W LINE OF SAID SOUNDVIEW TRAIL FOR A DISTANCE OF 90.22 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 2, BLOCK B; THENCE GO NORTH 25°13'59" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 121.24 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 13°11'52" WEST FOR A DISTANCE OF 70.20 FEET; THENCE NORTH 29°42'49" WEST FOR A DISTANCE OF 72.63 FEET TO THE NORTH LINE OF SAID BLOCK "B"; THENCE NORTH 48°38'08" EAST ALONG THE NORTH LINE OF SAID BLOCK "B" FOR A DISTANCE OF 45.26 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

CONSERVATION AREA

BEGIN AT THE SOUTHEAST CORNER OF LOT 10, BLOCK B OF GRASSY POINT ESTATES, A SUBDIVISION OF A PORTION OF FRACTIONAL SECTION 10, TOWNSHIP 3 SOUTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK C AT PAGE 125 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 32 DEGREES 27 MINUTES 05 SECONDS WEST AND ALONG THE EAST LINE OF SAID LOT 10 FOR 175.07 FEET; THENCE NORTH 85 DEGREES 22 MINUTES 25 SECONDS EAST FOR 31.95 FEET; THENCE SOUTH 04 DEGREES 42 MINUTES 17 SECONDS EAST FOR 7.71 FEET; THENCE NORTH 85 DEGREES 17 MINUTES 43 SECONDS EAST FOR 4.00 FEET; THENCE SOUTH 04 DEGREES 42 MINUTES 17 SECONDS EAST FOR 35.00 FEET; THENCE NORTH 85 DEGREES 17 MINUTES 43 SECONDS EAST FOR 122.50 FEET; THENCE NORTH 04 DEGREES 42 MINUTES 17 SECONDS WEST FOR 43.04 FEET; THENCE NORTH 85 DEGREES 39 MINUTES 25 SECONDS EAST FOR 6.66 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 26 SECONDS EAST FOR 10.81 FEET; THENCE SOUTH 47 DEGREES 00 MINUTES 22 SECONDS EAST FOR 13.24 FEET; THENCE SOUTH 30 DEGREES 03 MINUTES 13 SECONDS EAST FOR 36.11 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 37 SECONDS EAST FOR 27.65 FEET; THENCE SOUTH 43 DEGREES 36 MINUTES 19 SECONDS WEST FOR 26.78 FEET; THENCE SOUTH 41 DEGREES 09 MINUTES 08 SECONDS WEST FOR 17.77 FEET; THENCE SOUTH 48 DEGREES 09 MINUTES 57 SECONDS WEST FOR 41.62 FEET; THENCE SOUTH 57 DEGREES 33 MINUTES 19 SECONDS WEST FOR 17.31 FEET; THENCE SOUTH 58 DEGREES 11 MINUTES 20 SECONDS WEST FOR 27.27 FEET; THENCE SOUTH 59 DEGREES 16 MINUTES 33 SECONDS WEST FOR 18.81 FEET TO THE POINT OF BEGINNING. CONTAINING 0.34 ACRES MORE OR LESS.

EXHIBIT "B"

Acceptance of Appointment as Registered Agent

I hereby accept the appointment as registered agent for The Property as Soundview Boardwalk, Association, Inc., a Florida not for profit corporation and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties and I am familiar with and accept the obligation of my position as registered agent.

SOUNDVIEW BOARDWALK, LLC

By: 
Joel M. Campbell as Manager