



N97000006241

ACCOUNT NO. : 072100000032  
REFERENCE : 590072 4329479  
AUTHORIZATION : *Patricia Puynt*  
COST LIMIT : \$ 122.50

ORDER DATE : November 5, 1997  
ORDER TIME : 11:09 AM  
ORDER NO. : 590072-010  
CUSTOMER NO: 4329479

CUSTOMER: Karen Didea, Legal Asst  
BAKER & HOSTETLER SUNTRUST  
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200 South Orange Avenue  
Po Box 112  
Orlando, FL 32802-0112

800002338818--6

DOMESTIC FILING

NAME: BEACH HOUSE CONDOMINIUM  
ASSOCIATION OF KEY WEST, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION  
       CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Stephanie Stscherban  
EXAMINER'S INITIALS:

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97 NOV -5 PM 1:26  
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TALLAHASSEE, FLORIDA

RECEIVED  
97 NOV -5 AM 11:59  
DIVISION OF CORPORATION

SN NOV - 5 1997

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
BEACH HOUSE  
CONDOMINIUM ASSOCIATION OF KEY WEST, INC.

ARTICLE I

Name

The name of the corporation shall be Beach House Condominium Association of Key West, Inc. For convenience this corporation shall be referred to as the "Association."

ARTICLE II

Purposes

1. The purpose for which the Association is organized is to manage, operate and maintain a timeshare condominium, to be known as Beach House, a condominium (the "Condominium") in accordance with the Declaration of Condominium of Beach House, a condominium (the "Declaration"). All terms used in these Articles of Incorporation shall have the same meaning as the identical terms utilized in the Declaration, unless the context otherwise requires.

2. The Association shall be a nonprofit corporation and shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers.

ARTICLE III

Powers

1. The Association shall have all of the common law and statutory powers of a nonprofit corporation which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including, but not limited to, the following:

a. To adopt a budget and make and collect assessments against members to defray the costs of the Condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, manage, repair, replace and operate the Condominium Property, including, but not limited to, the surface water management system, located on the Condominium Property, as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances.

d. To reconstruct improvements after casualty and construct further improvements to the Condominium Property.

e. To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property.

f. To enforce by legal means the provisions of the various Condominium Documents, these Articles, the Bylaws of the Association and the Condominium Rules and Regulations.

g. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the various Condominium Documents to have approval of the board of directors or the members of the Association. Notwithstanding any provisions contained in these Articles to the contrary, it is the intent of these Articles that the board of directors of the Association shall not be able to independently terminate a contract for the management of the Condominium without a vote of the Owners as provided in Chapter 721 or Chapter 718.

h. To maintain, manage, repair, replace and operate the property of the single condominium resulting from a merger of this Condominium with another independent and separate condominium pursuant to the merger provisions of the Declaration.

i. To operate and manage any reservation system created for the Condominium.

j. To lease non-condominium property, as lessee, and Units or Unit Weeks owned by the Association and Common Elements of the Condominium as lessor in accordance with the Declaration, all funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.

k. Those powers specifically granted to associations pursuant to Chapter 718 and Chapter 721.

3. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

## ARTICLE IV

### Members

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

1. All Owners shall be members of this Association, and no other persons or entities shall be entitled to membership. An Owner shall be entitled to one (1) vote for each Unit Week which the Owner may own. The Owner of a Unit not committed to the Timeshare Plan shall be entitled to fifty-one (51) votes. Owners of Commercial Units are not entitled to any votes.

2. Changes in membership in the Association shall be established by the recording in the Public Records of Monroe County, Florida, of a deed or other instrument establishing a change of record title to a Unit or Unit Week and the delivery to the Association of a copy of such recorded instrument. The new Owner designated by such instrument shall thereby become a member of the Association. The membership of the prior Owner shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's Unit or Unit Week.

## ARTICLE V

### Directors

1. The affairs of the Association will be managed by a board of directors of not less than three (3) nor more than seven (7) directors as shall be determined by the Bylaws, and in the absence of such determination shall consist of three (3) directors.

2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the Bylaws.

3. The following persons shall serve as directors until their successors are elected or appointed as provided in the Bylaws:

<u>Name</u>	<u>Address</u>
Robert Spottswood	600 Front Street, Suite B-7 Key West, Florida 33040
John M. Burlingame	Madison Plaza, 42nd Floor 200 West Madison Chicago, IL 60606

Ian Cheverton

600 Front Street, Suite B-7  
Key West, Florida 33040

## ARTICLE VI

### Officers

The affairs of the Association shall be administered by a president, a vice-president, a secretary, a treasurer, and as many assistant vice-presidents, assistant secretaries and assistant treasurers as the board of directors shall from time to time determine. Such officers shall be elected by the board of directors at its first meeting following each annual meeting of the members of the Association. Officers shall serve without compensation at the pleasure of the board of directors. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the offices of president and vice-president shall not be held by the same person, nor shall the offices of president and secretary be held by the same person. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President: Robert Spottswood  
600 Front Street, Suite B-7  
Key West, Florida 33040

Vice-President: John M. Burlingame  
Madison Plaza,  
42nd Floor  
200 West Madison  
Chicago, IL 60606

Secretary/Treasurer: Ian Cheverton  
600 Front Street, Suite B-7  
Key West, Florida 33040

## ARTICLE VII

### Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon such person in connection with any proceeding to which such person may be a party, or in which such person may become involved by reason of such person being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the director's or officer's duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the board of directors has approved

such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## ARTICLE VIII

### Bylaws

The Bylaws shall be adopted by the board of directors and may be altered, amended or rescinded by not less than two-thirds (2/3rds) of all the directors until the first election of a majority of directors by Owners other than the Developer. Thereafter, the Bylaws may be altered, amended or rescinded by not less than two-thirds (2/3rds) of all the directors and by not less than a majority vote of the members of the Association at a duly called meeting of the Association.

## ARTICLE IX

### Amendments

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

1. 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.
2. Until the first election of a majority of directors by members other than the Developer, proposal of an amendment and approval thereof shall require the affirmative action of three-fourths (3/4) of the entire membership of the board of directors, and no meeting of the members nor any approval thereof need be had.
3. After the first election of a majority of directors by members other than the Developer, a resolution approving a proposed amendment may be proposed by either the board of directors or by the members of the Association, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than three-fourths (3/4) of all the directors and by not less than a three-fourths (3/4) vote of the members of the Association at a duly called meeting of the Association. Directors and the members not present at the meeting considering the amendment may express their approval in writing ten (10) days after such meeting.
4. An amendment when adopted shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of Monroe County, Florida.
5. Notwithstanding the foregoing, these Articles may be amended by the Developer as may be required by any governmental entity; as may be necessary to conform these Articles to any

governmental statutes; as may be in the best interests of the Association; or as the Developer may deem appropriate, in its sole discretion, to carry out the purposes of the project and to expand or enhance the Timeshare Plan or Multisite Timeshare Plan.

#### ARTICLE X

##### Term

The term of the Association shall be the life of the Condominium. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration. In the event the Association is dissolved, the property consisting of the surface water management system permitted by the South Florida Water Management District shall be conveyed to an appropriate agency of local government or, if not accepted by an agency of local government, dedicated to a similar non-profit corporation.

#### ARTICLE XI

##### Special Meetings

Special members' meetings shall be held whenever called by the president or vice-president or by a majority of the board of directors and must be called by such officers upon receipt of a written request from fifty percent (50%) of the members of the Association, unless otherwise provided by law.

#### ARTICLE XII

##### Incorporator

The name and residence of the incorporator to these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
A.G.C. Co.	200 S. Orange Avenue, 2300 SunTrust Center, Orlando, Florida 32801

#### ARTICLE XIII

##### Registered Agent

The Association hereby appoints A.G.C. Co. as its Registered Agent to accept service of process within this state, with the Registered Office located at 200 S. Orange Avenue, 2300 SunTrust Center, Orlando, Florida 32801.





REGISTERED AGENT CERTIFICATE

In pursuance of the Florida Business Corporation Act, the following is submitted, in compliance with said statute:

That BEACH HOUSE CONDOMINIUM ASSOCIATION OF KEY WEST, INC. desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation at the City of Orlando, County of Orange, State of Florida, has named A.G.C. Co., located at said registered office, as its registered agent to accept service of process and perform such other duties as are required in the State.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated Corporation, at the place designated in this Certificate, the undersigned, by and through its duly elected officer, hereby accepts to act in this capacity, and agrees to comply with the provision of said statute relative in keeping open said office, and further states that it is familiar with §607.0501, Florida Statutes.

A.G.C. CO.

By: \_\_\_\_\_

Vice President

DATED: November 3, 1997

FILED  
97 NOV -5 PM 1:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA