

ARTICLES OF INCORPORATION
OF
PELICAN'S NEST COMMUNITY ASSOCIATION, INC.

(a Florida Corporation not-for-profit)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, the undersigned, being a natural person competent to contract, do hereby execute these Articles of Incorporation in my capacity as incorporator of a corporation not-for-profit under the laws of the State of Florida, pursuant to the provisions of Chapter 617, Florida Statutes providing for the formation of a Corporation not-for-profit with the rights, privileges and immunities as hereinafter set forth.

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ARTICLE I

NAME

The name of this Corporation shall be PELICAN'S NEST COMMUNITY ASSOCIATION, INC., (hereinafter referred to as the "Corporation").

ARTICLE II

DEFINITIONS

All terms which are defined in the Declaration and General Protective Covenants for Pelican's Nest Community (Declaration) shall be used herein with the same meanings as defined in said

entity) and to delegate to such Manager certain powers and duties of this Corporation.

To contract for the maintenance, security, administration and other functions to be carried out by the Corporation.

To contract with governmental or quasi-governmental entities regarding maintenance and administration.

Notwithstanding anything contained herein to the contrary, this Corporation shall not have the power to, and shall not, engage in or carry on propaganda or otherwise attempt to influence legislation, or participate or intervene, directly or indirectly in any political campaign on behalf of, or in opposition to, any candidate for office, whether public, quasi-public or private, or otherwise engage in or carry on any political action including the publishing or distribution of statements, nor shall Members perform any such activities in the name of the Corporation.

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ARTICLE V

MEMBERS

The qualification of members, the manner of their admission to membership, the termination of such membership and voting by members shall be as follows:

The members of the Corporation shall be comprised of the Owners, Golf Course Owner and Declarant as they are defined in the Declaration.

Membership shall be established effective immediately upon becoming an Owner, provided however, that such new Member's rights shall not be effective until such new Member presents the Corporation with a recorded copy of the Warranty Deed or other muniment of title conveying the title to the Plot so conveyed and such membership shall pass with title to the Plot in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Plot. Membership shall be appurtenant to and may not be separated from ownership of a Plot.

Each and every Member shall be entitled to the benefits of Membership, and shall be bound to and abide by the provisions of the Governing Documents.

ARTICLE VI
VOTING RIGHTS

Each member of the Corporation shall have the following voting rights:

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors consisting of no less than three (3) Directors. So long as the Declarant shall have the right to appoint at least a majority of the Board of Directors, Directors need not be Members of the Corporation and need not be residents of the Committed Property; thereafter Directors shall only be Members of the Corporation. Elections shall be by plurality vote. There shall be one (1) Director elected by Members beginning with a date ninety (90) days after sixty (60) property units are owned by others, other than Declarant. At the first meeting of the Members at which they have a right to elect a Director, an election for that member of the Board of Directors shall be held and the elected Director shall serve until the second annual meeting after the meeting at which such Director was elected. In addition, Declarant shall appoint no less than one (1) Director to serve for terms expiring on the second annual meeting after the meeting at which he is appointed and no less than one (1) Director to serve for a term expiring on the first annual meeting after the meeting at which he is appointed.

Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time and the term of the

Directors so elected and appointed at each annual meeting shall be for two (2) years expiring on the second annual meeting following the annual meeting at which they were elected or appointed, and thereafter until their successors are duly elected and qualified or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected them. In no event can a Board Member appointed by Declarant be removed except by action of Declarant. Any Director appointed by Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed at any time by the Declarant.

Notwithstanding anything herein contained or contained in the By-Laws, Declarant shall have the right to appoint a majority of the Board of Directors until November 1, 2028 or at any time upon a voluntary election of Declarant, whichever is the soonest to occur. Until such date, Directors of the Corporation named by Declarant shall serve, and in the event of vacancies, such vacancies shall be filled by Declarant. The fact that the Owners have not elected or refuse to elect Directors shall not interfere with the right of Directors designated by Declarant to resign.

The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows: