EXHIBIT D TO THE DECLARATION OF
LONG BEACH TOWER I, A CONDOMINIUM
(Articles of Incorporation of Long Beach
Resort Community Association, Inc.)

** OFFICIAL RECORDS **
BOOK: 1754 PAGE: 78

# State of Florida

## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LONG BEACH RESORT COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on April 6, 1995, as shown by the records of this office.

The document number of this corporation is N95000001641.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Seventh day of April, 1995

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2EO22 (1-95)

ARTICLES OF INCORPORATION

OF

LONG BEACH RESORT COMMUNITY ASSOCIATION, INC.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

** OFFICIAL RECORDS **
BOOK: 1754 PAGE: 79

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME AND ADDRESS. The name of the corporation shall be "Long Beach Resort Community Association, Inc." (the "Association") and the street address of its initial principal office is 10511 Front Beach Road, Panama City Beach, Florida 32407.

ARTICLE II

PURPOSE. The purpose for which the Association is organized is as follows:

(1) To provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, 1994, for the operation, management, maintenance and control of such one (1) or more condominiums as may be from time to time submitted to its jurisdiction, and

(2) To provide an entity to operate, manage, maintain and control all or such parts thereof of the real property located in Bay County, Florida, described on Exhibit A hereto together with the recreational, greenspace, ingress and egress, parking, utilities and other related amenities as may be from time to time constructed thereon (the "Community Property"). Pursuant to the Community Property Agreement entered into by and between the Association and Long Beach Resort Developers, a joint venture partnership consisting of Long Beach Resort I Corporation, a Florida corporation, Long Beach Resort II Corporation, a Florida corporation and Long Beach Resort III Corporation, a Florida corporation (the "Developer"), the Association shall hold the use rights and privileges granted by the Community Property Agreement in trust for the benefit of the unit owners of such condominiums as may be, from time to time, submitted to the jurisdiction of the Association, and upon termination of the Community Property Agreement, the Association will receive fee simple title to the

Community Property from the Developer pursuant to the covenants and agreements of the Community Property. The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

SUBMISSION TO JURISDICTION. A condominium shall be deemed to be submitted to the jurisdiction of the Association if the declaration of condominium of the condominium provides that the operation of the condominium shall be by the Association.

ARTICLE IV

POWERS. The powers of the Association shall include and be governed by the following provisions:

(A) The Association shall have all the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles or the declaration of condominium of any condominium operated by the Association.

(B) The Association shall have all the powers and duties set forth in these Articles and the declaration of condominium of any condominium operated by the Association and in the Condominium Act except where the Act allows limitations by these Articles or the declaration of condominium of any condominium operated by the Association and all of the powers and duties reasonably necessary to operate condominiums pursuant to the declaration of condominium of any condominium operated by the Association and as it may be amended from time to time, including but not limited to the following:

(1) To hold title to and own fee simple or other lesser interest in real, personal or mixed property, wherever situated, including units in any condominium operated by the Association, and to lease, mortgage and convey same.

(2) To make and collect assessments against the members as unit owners to defray the costs, expenses and losses of any condominium operated by the Association or any costs, expenses or losses of the Association related to the Community Property and to defray the costs, expenses and losses of any other business, enterprise, venture or property interest of the Association.

(3) To use the proceeds of the assessments in the exercise of these powers and duties.

(4) To maintain, repair, replace and operate the property of any condominium operated by the Association, the Community Property or any other property of the Association.

(5) To purchase insurance upon the property of any condominium operated by the Association, the Community Property or the other property of the Association and insurance for the protection of the Association and its members.

(6) To reconstruct improvements after casualty and to further improve the property of any condominium operated by the Association, the Community Property or any other property of the Association.

(7) To make and amend reasonable regulations respecting the use of the property of any condominium operated by the Association, the Community Property or the other property of the Association.

(8) To enforce by legal means the provisions of the Condominium Act, the declaration of condominium of any condominium operated by the Association, these Articles, the By-Laws of the Association, the Community Property Agreement and regulations for the use of the property of any condominium operated by the Association, the Community Property or the other property of the Association.

(9) To contract for the management of the Association, the Community Property, any condominium operated by the Association or any portion thereof, and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the declaration of condominium of any condominium operated by the Association to have approval of the Board of Directors or the membership of the Association.

(10) To contract with the Developer, its successors and assigns, and any of the partners of the Developer, their officers, directors, partners or shareholders.

(11) To acquire fee simple title to, to lease, acquire memberships or acquire other possessory or use interest in and to operate lands and facilities, including but not limited to the Community Property, whether or not contiguous to the lands of any condominium operated by the Association, intended to provide for the enjoyment, recreation or other use or benefit of the members, or a substantial number of the members, of the Association.

(12) To determine which persons shall be entitled to use the Community Property including all fees, charges and other terms and conditions relating to such use and to enter into such agreements as may be necessary or incidental thereto.

(13) To employ personnel to perform the services required for the proper operation, management, maintenance or control of the Association, any condominium operated by the Association, the Community Property, or any other property of the Association.

(14) To hire attorneys or other professionals for the purpose of bringing legal action or enforcing rights in the name of and on behalf of the members of the Association where such actions or rights are common to all members, or a substantial number of the members; and to bring such action in the name of and on behalf of the members.

(C) All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the declaration of condominium of any condominium operated by the Association, the Community Property Agreement and by the By-Laws of the Association.

ARTICLE V

MEMBERS.

(A) The members of the Association shall consist of all of the record owners of units in such condominiums as may, from time to time, be submitted to the jurisdiction of the Association and after termination of any such condominium, shall consist of

those who are members at the time of such termination and their successors and assigns.

(B) A change of membership in the Association shall be established by recording in the public records of Bay County, Florida, a deed or other instrument establishing a record title to a unit in any of the condominiums operated by the Association and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

(C) The share of a member in the funds or assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

(D) The owner of each unit in a condominium operated by the Association shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE VI

DIRECTORS.

(A) The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than seven (7) directors who shall be designated or elected as hereinafter set forth. Directors need not be members of the Association.

(B) The names and addresses of the members of the first Board of Directors who have been designated as such by the Developer and who shall hold office until their successors are designated or elected as herein provided and have qualified or until removed as herein provided are as follows:

| NAME | ADDRESS |
|---|---|
| J. Wallace Nall, Jr. | 119 Euclid Avenue<br>Birmingham, AL 35213 |
| Wesley L. Burnham, Jr. | 11212 Front Beach Road<br>Panama City Beach, FL 32407 |
| Michael E. Stephens | P. O. Box 1409<br>Santa Rosa Beach, FL 32549 |

Until unit owners other than the Developer are entitled to elect members of the Board of Directors, the members of the Board of Directors shall be designated by the Developer and may be changed from time to time as the Developer, in its sole discretion, may determine.

(C) Until unit owners other than the Developer are entitled to elect at least a majority of the Board of Directors, the Board of Directors shall consist of three (3) members. The first election of Directors shall not be held until required by the Condominium Act, including Section 718.301(1)(a)-(e) thereof, or until the Developer elects to terminate its control of the Association. The provisions of Section 718.301 (1) (a)-(e) are set forth in Article (D) below.

(D) Section 718.301(1)(a-e) of the Condominium Act provides as follows:

"718.301 Transfer of association control.-

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the

case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to §718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration."

(E) Beginning with the election at which unit owners other than the Developer are entitled to elect at least a majority of the Board of Directors, the affairs of the Association will be managed by a Board consisting of seven (7) directors. After unit owners other than the Developer are entitled to elect a majority of the members of the Board of Directors, directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE VII

OFFICERS. The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors The names and addresses of the officers who shall until serve their successors are designated by the Board of Directors are as follows:

| NAME | ADDRESS |
|---|---|
| Wesley L. Burnham, Jr.<br>President | 11212 Front Beach Road<br>Panama City Beach, FL 32407 |

Michael E. Stephens
Vice-President

P. O. Box 1409
Santa Rosa Beach, FL 32549

Wallace Nall, Jr.
Secretary/Treasurer

119 Euclid Avenue
Birmingham, AL 35213

ARTICLE VIII

INDEMNIFICATION. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such director or officer may be entitled. The directors shall be authorized to purchase directors and officers liability insurance providing coverage to the officers and directors of the Association at the expense of the Association.

ARTICLE IX

BY-LAWS. The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

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

(A) 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.

(B) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is

delivered to the secretary or assistant secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the vote of the entire membership of the Association;

(C) Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon any condominium operated by the Association.

(D) Provided, further, that no amendment shall abridge, limit or alter the rights reserved by or granted to the Developer, its successors or assigns, or any successor developer, by these Articles or By-Laws without the prior written consent of the Developer, its successors or assigns, or a successor developer.

(E) A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Bay County, Florida.

ARTICLE XI

TERM. The term of the Association shall be perpetual.

ARTICLE XII

SUBSCRIBERS. The name and address of the subscriber to these Articles of Incorporation is as follows:

| NAME | ADDRESS |
|---|---|
| Les W. Burke | 221 McKenzie Avenue<br>Panama City, Florida 32401 |

ARTICLE XIII

APPOINTMENT OF REGISTERED AGENT AND OFFICE. Les W. Burke is hereby appointed to serve as Registered Agent of the Association. The street address of the Registered Office of the Registered Agent is 221 McKenzie Avenue, Panama City, Florida.

ARTICLE XIV

DISPOSITION OF ASSETS UPON DISSOLUTION. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same

as those to which they were required to be devoted by the Association. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

No disposition of Long Beach Resort Community Association, Inc., properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded declaration of condominium for any condominium operated by the Association, unless made in accordance with the provisions of any applicable declaration.

IN WITNESS WHEREOF, the subscriber has affixed his signature this 22nd day of March, 1995.

Les W. Burke

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 22nd day of March, 1995, by Les W. Burke who is personally known to me or who has produced a Florida Driver's License as identification.

My Commission Expires:

Notary Public

DONNA D. MILES

Printed Name of Notary

DONNA D. MILES
MY COMMISSION # CC435159 EXPIRES
January 24, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

Commission Number

(Notary Seal)

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes the, following is submitted, in compliance with said Act:

First -- That Long Beach Resort Community Association, Inc. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the By-Laws in the City of Panama City Beach, County of Bay, State of Florida, has named Les W. Burke, located at 221 McKenzie Avenue, City of Panama City, County of Bay, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby accept the Act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Les W. Burke

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A TO ARTICLES OF INCORPORATION OF
LONG BEACH RESORT COMMUNITY ASSOCIATION, INC.

LEGAL DESCRIPTION

** OFFICIAL RECORDS **
BOOK: 1754 PAGE: 90

MAIN PARCEL

BEGIN AT THE MOST SOUTHERLY CORNER OF LOT 1, FIRST ADDITION TO LONG BEACH ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 2, PAGE 21, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. THENCE NORTH 34°24'54" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 AND A PROJECTION THEREOF FOR 218.84 FEET TO A POINT LOCATED 50.00 FEET SOUTHERLY OF THE CENTERLINE OF U.S. HIGHWAY NO. 98; THENCE SOUTHEASTERLY ALONG A LINE 50.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID U.S. HIGHWAY NO. 98, WHICH IS A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 4633.75 FEET FOR AN ARC DISTANCE OF 1135.38 FEET, SAID ARC HAVING A CHORD OF 1132.54 FEET BEARING SOUTH 74°25'27" EAST, TO THE WESTERLY RIGHT OF WAY LINE OF GULF DRIVE (50 FOOT RIGHT OF WAY); THENCE SOUTH 00°33'46" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF GULF DRIVE AND A PROJECTION THEREOF FOR 446.84 FEET; THENCE NORTH 89°23'49" WEST FOR 26.20 FEET TO THE MOST EASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 287, PAGE 411, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 35°01'11" WEST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT FOR 218.94 FEET TO THE MOST SOUTHERLY CORNER OF SAID TRACT; THENCE NORTH 54°58'41" WEST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT AND A PROJECTION THEREOF FOR 184.50 FEET; THENCE SOUTH 35°01'19" WEST FOR 214 FEET, MORE OR LESS, TO THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE GULF OF MEXICO FOR 1129 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY PROJECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 1, FIRST ADDITION TO LONG BEACH; THENCE NORTH 34°24'54" EAST ALONG SAID PROJECTION OF THE SOUTHEASTERLY LINE OF LOT 1 FOR 138 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ROW PARCEL

COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 1, FIRST ADDITION TO LONG BEACH ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 2, PAGE 21, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. THENCE NORTH 34°24'54" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 AND A PROJECTION THEREOF FOR 218.84 FEET TO A POINT LOCATED 50.00 FEET SOUTHERLY OF THE CENTERLINE OF U.S. HIGHWAY 98 FOR THE POINT OF BEGINNING. THENCE CONTINUE NORTH 34°24'54" EAST ALONG A NORTHEASTERLY PROJECTION OF SAID SOUTHEASTERLY LINE OF LOT 1 FOR 51.10 FEET, MORE OR LESS, TO SAID CENTERLINE OF U.S. HIGHWAY 98; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE, WHICH IS A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 4583.75 FEET, FOR AN ARC DISTANCE OF 1105.60 FEET, SAID ARC HAVING A CHORD OF 1102.92 FEET BEARING SOUTH 74°26'45" EAST TO THE NORTHERLY PROJECTION OF THE WESTERLY RIGHT OF WAY LINE OF GULF SIDE DRIVE (GULF DRIVE, 50 FOOT RIGHT OF WAY); THENCE SOUTH 00°33'46" WEST ALONG SAID PROJECTION OF THE WESTERLY RIGHT OF WAY LINE OF GULF SIDE DRIVE FOR 50.50 FEET; THENCE NORTHWESTERLY ALONG A LINE 50.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF U.S. HIGHWAY 98, WHICH IS A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 4633.75 FEET FOR AN ARC DISTANCE OF 1135.38 FEET, SAID ARC HAVING A CHORD OF 1132.54 FEET BEARING NORTH 74°25'27" WEST TO THE POINT OF BEGINNING.

THE FOREGOING DESCRIBED ROW PARCEL BEING SUBJECT TO THE RIGHT OF WAY OF U.S. HIGHWAY 98.