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FROM AKERMAN SENTERFITT

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FLORIDA PROFIT/NON PROFIT CORPORATION

RIVER CITY RESIDENTIAL POA, INC.

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SECRETARY OF STATE
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ARTICLES OF INCORPORATION

OF

RIVER CITY RESIDENTIAL POA, INC.

ARTICLE I
NAME

The name of this corporation shall be RIVER CITY RESIDENTIAL POA, INC. For convenience, the corporation shall be referred to in these Articles of Incorporation as the "Master Association."

ARTICLE II
DURATION

Existence of the Master Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Master Association shall have perpetual existence.

ARTICLE III
DEFINITIONS

The capitalized terms or phrases used in these Articles of Incorporation without definition shall have the same meanings as given to such terms or phrases in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for River City Residential ("Master Declaration"), to be recorded in the public records, in and for Duval County, Florida, as same may be subsequently amended from time to time in accordance with the terms and provisions herein contained.

ARTICLE IV
PURPOSE AND POWERS OF THE MASTER ASSOCIATION

The Master Association is formed as a not-for-profit corporation and pursuant to the requirements of the Master Declaration. The Master Association is organized as the operation and maintenance entity to ensure the proper operation and maintenance of all components of the Stormwater System, Spine Road (the "Road") and signage. The Master Association is organized for the purpose, and shall have the power, to enforce, and fulfill the objectives and purposes stated in the Master Declaration and shall have all powers necessary or incidental thereto, but the Master Association shall not have the power to engage in any activity or pursue any purpose for pecuniary profit or that is prohibited to corporations under the laws of the State of Florida.

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The Master Association shall have the obligation, authority and power to take any and all actions necessary to carry out its purposes as set forth herein. The Master Association shall have the obligation, authority and power to levy Assessments pursuant to the Master Declaration, as necessary, against the Members of the Master Association whose Property Units are subject to the Master Declaration, and to use such Assessments as may be necessary to fulfill its purpose and the Master Association shall be deemed authorized to take such action without the necessity of any action of Directors approving same. Actions necessary to ensure compliance with any St. Johns River Water Management District ("SJRWMD") Permit and Road and signage maintenance and the Master Declaration shall be mandatory upon the Master Association and such actions shall be deemed to be approved by the Master Association without the necessity of a vote of Directors approving same unless otherwise decided by the Developer.

If at any time Developer determines in its reasonable discretion that the Master Association is not fulfilling or performing its duties or obligations set forth in these Articles of Incorporation or in the Master Declaration, then Developer shall have the power and authority, but not the obligation, to perform, or cause the Master Association (without the necessity of any action of Directors) to perform, same, including charging and using Assessments.

If at any time Developer determines in its reasonable discretion that the Master Association is delinquent in performing its duties or obligations set forth in these Articles of Incorporation or in the Declaration, then Developer shall have the power and authority, but not the obligation, to perform, or cause the Master Association (without the necessity of any action of Directors) to perform, same, including charging and using Assessments. If Developer makes the determination that the Master Association is not performing or fulfilling, or is delinquent in performing or fulfilling its obligations, Developer may in its discretion so notify the Secretary of the Master Association, and any of the Members owning a Parcel that is subject to such Master Declaration, and after such notice is delivered the Master Association and such Members shall assist and cooperate with the Developer in performing the Master Association's duties and obligations. If the Assessments collected and available to the Master Association to satisfy such duties or obligations are not sufficient to pay for the work undertaken by the Developer as permitted hereinabove, then it shall be mandatory that the Master Association make and collect from the Members an Assessment to pay for such deficiency. Any such Assessment shall not require approval of the Directors. The Developer shall have the option to advance on behalf of the Master Association monies reasonably necessary to perform the Master Association's obligations, which monies shall be reimbursed with interest, at the statutory rate then in effect for judgments, to the Developer by the Master Association from Assessments.

In addition to the foregoing powers, the Master Association shall also have the power and authority to levy Assessments against all Members necessary to fund the ordinary operations of the Master Association, including, but not necessarily limited to, annual filing fees, the cost of acquiring insurance and providing indemnification to Directors and Officers of the

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Master Association to the extent set forth in Article XII of these Articles of Incorporation, and the reimbursement of expenses incurred by Officers or Directors of the Master Association.

ARTICLE V
PRINCIPAL OFFICE

The initial principal office and mailing address of the Master Association is located at 5472 First Coast Highway, Suite 6, Amelia Island, Florida 32034.

ARTICLE VI
REGISTERED OFFICE AND AGENT

MOTOLAW, INC., a Florida corporation, whose address is 50 N. Laura Street, Suite 2500, Jacksonville, Florida 32202, is hereby appointed the initial registered agent of the Master Association and the registered office shall be at said address.

ARTICLE VII
MEMBERSHIP

Membership in the Master Association shall consist of Owners of the Property Units not subject to a Community Declaration, Community Associations, if any, and the Developer, all consistent with, and pursuant to, the terms and provisions of the Master Declaration.

In the case where more than one person or entity holds fee simple title to an undivided Property Unit, or portion thereof, and, therefore, collectively constitute the "Owner" of said Property Unit under the Master Declaration, then said persons or entities shall also collectively constitute one single "Member". However, said persons or entities constituting such Member shall notify the Master Association, in writing, and pursuant to the procedures set forth in the Bylaws of the Master Association, of the identity of the person or entity authorized to act and vote on behalf of such Member in all Master Association matter (such person or entity so designated to act on behalf of such Member, hereinafter a "Member Designee"). In the case where more than one person or entity collectively constitute a Member, such Member may only vote or otherwise participate in Master Association matters through its properly appointer Member Designee.

ARTICLE VIII
VOTING RIGHTS

A Member's right to vote on the affairs of the Master Association shall vest immediately upon such Member's qualification for membership as provided in these Articles of Incorporation and the Bylaws of the Master Association. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in these Articles of Incorporation, the Bylaws and any other rules of the Master Association, if any.

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Except as specifically set forth below with respect to appointment of Directors, each Member shall be entitled to one (1) vote in all Master Association voting matters for each Dwelling Unit contained within the Property Unit owned or represented by the Member.

Each Member shall be obligated and entitled to appoint only one (1) Director to the Board of the Master Association, regardless of the number of Dwelling Units owned or represented by such Member. Notwithstanding the foregoing limitation, in the event that at any given time there are only two (2) Members of the Master Association, then each such Member shall appoint one (1) Director to the Board of the Master Association as described above, and then the Member of the Master Association owning a Property Unit containing the greatest number of Dwelling Units shall be obligated and entitled to appoint one (1) additional Director to the Board of the Master Association, so that at all times there shall be no less than three (3) Directors of the Master Association.

In the event that at any time there is only one (1) Member of the Master Association obligated to appoint a Director, then such Member shall be obligated and entitled to appoint two (2) additional Directors to the Board of the Master Association, so that at all times there shall be no less than three (3) Directors of the Master Association. The two (2) additional Directors shall be replaced by (i) a second Director appointed by the next Owner or Community Association becoming a Member, and (ii) a third Director appointed by the Members pursuant to the immediately preceding paragraph.

Notwithstanding anything in the foregoing to the contrary, Developer shall be under no obligation to appoint a Director to the Board of the Master Association from and after such time as Developer delivers written notice to the Master Association of its intentions of being released from such obligation. The foregoing notification and exercise of rights by Developer shall effect only Developer's obligation to appoint a Director to the Board, but in no event or circumstance shall such election limit the Developer's authority to appoint a Director to the Board.

ARTICLE IX BOARD OF DIRECTORS

The affairs of the Master Association shall be managed by a Board of Directors who shall be appointed by the Members pursuant to and consistent with the provisions of Article VIII above. The number of Directors constituting the initial Board of Directors shall be three (3). The number of Directors of the Master Association shall at all times be equivalent to the number of Members of the Master Association, but shall never be less than three (3), and the number of Directors shall automatically increase or decrease, as the case may be, with the addition of new Members or the reduction of Members, respectively.

Each Director shall be entitled to one (1) vote in Master Association voting matters for each Dwelling Unit, or fraction thereof, contained within the Property Unit owned by the Member that appointed such Director. If, as a result of there being fewer than three (3) Members, more

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than one (1) Director is appointed by a particular Member, then each additional Director appointed by such Member shall have only one (1) vote in Master Association voting matters.

The term of office of the initial Directors of the Master Association shall expire at the first meeting of Members at which Directors are appointed. The term of office of all other Directors will expire at the next annual meeting of Members following the appointment of such Directors; provided, however, that the term of office of any additional Director appointed by a Member pursuant to Article VIII above shall expire immediately upon the addition of a new Member to the Master Association and the appointment by such new Member of a Director as also provided in Article VIII above. Despite the expiration of a Director's term, the Director will continue to serve until a successor is appointed and qualifies or until there is a decrease in the number of Directors caused by the cessation of membership in the Master Association of the Member that appointed such Director. Any Director may be removed from office at any time, with or without cause, by the Member that appointed such Director or, with cause, by the affirmative vote of a majority of the Members. In the event of the removal of any Director, the Member that appointed such Director shall have the obligation and authority to appoint the successor to fill the seat of such Director. The names and addresses of the persons who are to act in the capacity of initial Directors until the appointment and qualification of their successors are:

<u>Name</u>	<u>Address</u>
Vann E. Simmons	5472 First Coast Highway Suite 6 Amelia Island, FL 32034
Spurgeon Richardson, III	5472 First Coast Highway Suite 6 Amelia Island, FL 32034
Kenneth B. Lanier	5472 First Coast Highway Suite 6 Amelia Island, FL 32034

ARTICLE X
OFFICERS

The affairs of the Master Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Directors at the first meeting of the Board of Directors, and they shall serve at the pleasure of the Board of Directors.

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ARTICLE XI
DISSOLUTION OF THE MASTER ASSOCIATION

Upon dissolution of the Master Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

- (i) Real property contributed to the Master Association without the receipt of other than nominal consideration by the Developer shall be returned to the Developer unless it refuses to accept the conveyance (in whole or in part).
- (ii) Conveyance to a not for profit corporation homeowners' Master Association similar to the Master Association or dedication to any applicable municipal or other governmental authority determined by the Board of Directors of the Master Association to be appropriate for such dedication, which authority is willing to accept such dedication, of any property and responsibilities of the Master Association, which Master Association or governmental authority shall then be responsible for the operation and maintenance thereof. With respect to the Master Association's responsibility for the operation and maintenance of the Stormwater System, such obligation must be transferred to and accepted by an entity which satisfies the requirements of Section 40C-42.027, Florida Administrative Code, and be approved in writing by the SJRWMD prior to dissolution. If no other Master Association or governmental authority will accept such property and responsibilities then it will be conveyed to a trustee appointed by the Circuit Court of Duval County, Florida, which trustee shall sell such property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Duval County, Florida. That portion of the property consisting of the Stormwater System, the Road and signage cannot be altered, changed or sold separate from the lands associated therewith. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on such property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of such property. The excess proceeds, if any, from the property shall be distributed among Members in a proportion that is equal to the proportionate share of such Members in the Common Expenses of the Master Association.

ARTICLE XII
INDEMNIFICATION

Every Director and every Officer of the Master Association shall be indemnified by the Master Association, and the Master Association shall have the power to purchase insurance on their behalf, to the full extent permissible under, and pursuant to the provisions of, Section

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617.0831 of the Florida Not For Profit Corporation Act and Section 607.0850 of the Florida Business Corporation Act.

ARTICLE XIII
BYLAWS

The Bylaws of the Master Association shall be adopted by the Directors at the first meeting of the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE XIV
INCORPORATOR

The name and address of the Incorporator of this corporation is as follows:

<u>Name</u>	<u>Address</u>
Cynthia M. Montgomery	50 North Laura Street Suite 2500 Jacksonville, FL 32202

ARTICLE XV
MEMBERSHIP CERTIFICATES

Membership in the Master Association may be evidenced by a certificate of membership which shall contain a statement that the Master Association is a corporation not for profit.

ARTICLE XVI
AMENDMENT

Any amendment to the terms or provisions of these Articles of Incorporation shall require the affirmative vote of a majority of the Members, and if only two (2) Members exist, shall require both Members' affirmative vote, and, until such time as the Developer provides written notice to the contrary, the affirmative consent of the Developer. No amendment to these Articles of Incorporation may make any changes: (i) to the qualifications for membership in the Master Association, (ii) to the obligation or entitlement of Members to appoint Directors, (iii) to the powers and rights of the Developer, (iv) to the voting rights of the Members and Directors, (v) to the purposes, powers and obligations of the Master Association, including the powers and obligations of the Master Association with respect to the SJRWMD Permit and the Stormwater System, (vi) that in any manner will result in or facilitate the dissolution of the Master Association or the abandonment or termination by the Master Association of its obligation to ensure the proper installation, construction, maintenance and operation of the Stormwater

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System or (vii) to the requirements for amendment to these Articles of Incorporation, and the limitations upon such amendments, as set forth in this Article XVI.

ARTICLE XVII
NOTICES

Any notices which may be permitted or required pursuant to these Articles of Incorporation shall be in writing and shall be deemed to have been duly given as of the date and time the same are received at the addressee's address whether same are personally delivered, mailed by United States Postal Service, postage pre-paid by registered or certified mail, return receipt requested, or delivered by Federal Express or other overnight delivery service from which a receipt may be obtained.

In witness whereof, the undersigned has signed these Articles of Incorporation this 20th day of April, 2006.

"INCORPORATOR"


Cynthia M. Montgomery

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CERTIFICATE DESIGNATING
REGISTERED AGENT FOR SERVICE OF PROCESS

Pursuant to the provisions of Chapters 48 and 617, Florida Statutes, the corporation identified below hereby submits the following statement in designation of the Registered Office and Registered Agent in the State of Florida.

RIVER CITY RESIDENTIAL POA, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 50 North Laura Street, Suite 2500, Jacksonville, Florida 32202, has named MOTOLAW, INC., located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named as Registered Agent for the above-stated corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida and accept to act as Registered Agent for the above-stated corporation and agree to comply with the provisions of all laws applicable to the performance of such office.

MOTOLAW, INC.,
a Florida corporation

By: 
Robert G. Shaffer, II, President

Dated: 4/20/06