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SECRETARY OF STATE
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ARTICLES OF ORGANIZATION

OF

LEVY COUNTY TRAINING CENTER PROPERTY OWNERS ASSOCIATION, LLC.

(A Florida limited liability company)

I. NAME

The name of this limited liability company shall be LEVY COUNTY TRAINING CENTER PROPERTY OWNERS ASSOCIATION, LLC. (the "Association").

ADDRESS

The address of the principal office and the mailing address of the Association is 6480 SW 51st Court, Ocala FL 34474.

INITIAL REGISTERED OFFICE AND AGENT.

The street address of the initial registered office of the Association is 1301 Riverplace Boulevard, Suite 1500, Jacksonville, Florida 32207, and the name of its initial registered agent at such address is David H. Peek.

II. PURPOSES

The general nature, objects and purposes of the Association are:

(a) To promote the health, safety and welfare of the owners of the property within that area referred to as Levy County Training Center, as defined in the Declaration of Covenants and Restrictions for Levy County Training Center to be recorded in the Public Records of Levy County, Florida.

(b) To own, maintain, repair and replace general and/or common areas, structures and other improvements in and/or benefiting owners of Levy County Training Center for which the obligation to maintain and repair has been delegated and accepted and to cooperate with other property owners' associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and other property owners' associations and to contribute to such common maintenance interests whether within or without Levy County Training Center.

(c) To control the specifications, architecture, design, appearance, elevation and location of (and landscaping around) certain improvements constructed, placed or permitted to remain in Levy County Training Center, as well as any alteration, improvement, addition or change thereto.

(d) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, street lights, signage, paving and equipment, both real and

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personal, related to the health, safety and welfare of the members of the Association, as the Board of Managers in its discretion determines necessary, appropriate and/or convenient.

(e) To perform all of the functions contemplated of the Association in the Declaration of Covenants, Conditions and Restrictions described above.

III. GENERAL POWERS

The general powers that the Association shall have are as follows:

(a) Any and all lawful business.

(b) To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Organization.

(c) To promulgate and enforce rules, regulations, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

(d) To delegate power or powers where such is deemed in the interest of the Association.

(e) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, to enter into, make perform or carry out contracts of every kind with any person, firm, corporation or association, to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Organization and not forbidden by the law of the State of Florida.

(f) To operate and maintain the Common Area, which includes a surface water management system as permitted by the St. Johns River Water Management District including all lakes, retention areas, culverts and related appurtenances.

(g) To fix assessment to be levied against the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Managers to enter into agreements with any other property owners' association for the collection of such assessments.

(h) To charge recipients for services rendered by the Association and the user for use of the Association property where such is deemed appropriate by the Board of Managers of the Association.

(h) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

(i) To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge or other instrument of trust, or by lien

upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

(j) To sue and be sued and appear and defend in all actions and proceedings in the Association's name to the same extent as a natural person.

(k) To merge with any other association which may perform similar functions located within the same general vicinity of the Property, as defined in the Declaration of Covenants and Restrictions described above.

(l) In general, to have all powers conferred upon a limited liability company by the laws of the State of Florida.

IV. MEMBERS

The Members shall consist of INDIAN SPRINGS FARM, LLC, a Kentucky limited liability company and RANDY BRADSHAW PROPERTIES, LLC, a Florida limited liability company, their successors and assigns as Developers, and Owners of the Property, as such terms are defined in the Declaration of Covenants, Conditions and Restrictions for Levy County Training Center.

All terms as used herein which are defined in the Declaration shall have the same meaning as defined therein.

V. VOTING AND ASSESSMENTS

Subject to the restrictions and limitations hereinafter set forth, there shall be one (1) vote attributable to each Tract, as defined in the Declaration. When one or more persons holds such interest or interests in any Tract, or when ownership of a Tract shall be divided, all such persons shall be Members, and the vote(s) for such Tract shall be exercised as they among themselves determine, or as provided by applicable covenants or restrictions, but in no event shall more than one (1) vote be cast with respect to each Tract. Fractional voting shall be permitted as to Tract(s).

Except where otherwise required under the provisions of these Articles, the Declaration for LEVY COUNTY TRAINING CENTER or by law, the affirmative majority vote of the Owners represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

The Association will obtain funds with which to operate by assessment of its Members owning Tracts in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Operating Agreement of the Association relating thereto.

VI. BOARD OF MANAGERS

(a) The affairs of the Association shall be managed by a Board of Managers consisting of two (2) Managers. Each Member shall select a Manager. All Managers shall be

members of the Association or authorized representatives of corporations who are Members of the Association and residents of the State of Florida.

Elections shall be by plurality vote. At the first annual election to the Board of Managers the term of office of the elected Manager receiving the highest plurality of votes shall be established at one (1) year. Thereafter, as many Managers shall be elected and appointed, as the case may be, as there are regular terms of office of Managers expiring at such time, and the term of the Manager so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, 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 or appointed them. In no event can a Board member appointed by the Developer be removed except by action of the Declarant, and may be removed from office, and a successor Manager may be appointed, at any time by the Declarant.

(b) The names and addresses of the Members of the first Board of Managers who shall hold office until the first annual meeting of the Members to be held in the year 2015, and until their successors are elected or appointed and have qualified, are as follows:

Randy K. Bradshaw

15635 NW 141st Court
Williston, FL 32696

Thomas M. Roberts

6480 SW 51st Court
Ocala, FL 34474

VII. EXISTENCE

The Association shall have perpetual existence.

LIMITED LIABILITY.

Except as otherwise expressly provided by the Act, no member, manager, officer, agent or employee of the Association shall be personally liable for the debts, obligations or liabilities of the Association, whether arising in contract, tort or otherwise, or for the acts or omissions of any other member, manager, officer, agent or employee of the Association.

VIII. OPERATING AGREEMENT

The Board of Managers shall adopt an Operating Agreement consistent with these Articles. Such Operating Agreement may be amended in the same manner as provided for an amendment to these Articles of Organization.

IX. AMENDMENT TO ARTICLES OF ORGANIZATION

These Articles may be altered, amended or repealed by resolution of the Board of Managers. No amendment affecting INDIAN SPRINGS FARM, LLC, or RANDY BRADSHAW PROPERTIES, LLC or their respective successors or assigns as Developer(s) of

LEVY COUNTY TRAINING CENTER shall be effective without the prior written consent of such party, or its successor or assign, as Declarant.

X. TRANSACTION IN WHICH MANAGERS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one or more of its Managers or officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its managers or officers are Managers or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Manager or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Manager or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

(b) Interested Managers may be counted in determining the presence of a quorum at a meeting of the Board of Managers or of a committee which authorized the contract or transaction.

XI. DISSOLUTION OF THE ASSOCIATION

(a) Upon dissolution of the 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:

(1) Real property contributed to the Association without the receipt of other than nominal consideration by or on behalf of the Declarant (or its predecessor in interest) shall be returned to the contributor (whether or not the Declarant at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

(2) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Managers of the Association to be appropriate for such dedication and which the authority is willing to accept.

(3) Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purpose of the preceding fractions.

(b) The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the Members of the Board of Managers. In the event of incorporation by annexation or otherwise of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

XII. MERGERS AND CONSOLIDATIONS

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Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other entities organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the total votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

IN WITNESS WHEREOF, the undersigned, being an authorized representative of a Member of the Company, has executed these Articles of Organization this 5th day of May 2015. In accordance with Section 605.0205(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.



David H. Peek, Authorized Representative

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 605.0113, Florida Statutes, the below named limited liability company, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the limited liability company is:

LEVY COUNTY TRAINING CENTER PROPERTY OWNERS ASSOCIATION, LLC

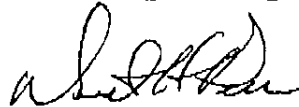
2. The name and address of the registered agent and office are:

DAVID H. PEEK
1301 RIVERPLACE BOULEVARD, SUITE 1500
JACKSONVILLE, FLORIDA 32207

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED LIMITED LIABILITY COMPANY AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Dated: May 5, 2015

Signature of Registered Agent



DAVID H. PEEK

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