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FLORIDA NON-PROFIT CORPORATION

THE JORDANS COVE HOMEOWNERS ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF THE JORDANS COVE HOMEOWNERS ASSOCIATION, INC.**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned by these Articles of Incorporation hereby associate themselves for the purpose of forming a not for profit corporation under Florida Statutes and certify the following:

**ARTICLE I
NAME AND ADDRESS**

The name of the corporation shall be the Jordans Cove Homeowners Association, Inc., whose initial address shall be 501 Centre Street, Suite 101, Fernandina Beach, Florida 32034. The corporation shall be hereinafter identified in this document as the "Association."

**ARTICLE II
PURPOSE**

The corporation is organized to establish an association of individual units or lots contained in certain property contained in the subdivision known as Jordans Cove as recorded in the Declaration of Covenants, Conditions, Restrictions and Easements as recorded in the public records of Nassau County, Florida.

The Association shall have the following specific purposes:

To provide for the maintenance of common areas as may be place under the jurisdiction of the Association.

To operate, maintain, and manage the surface water or storm water management system(s) in a manner consistent with the requirements of the St. Johns River Water Management District Permit No. 42-089-86417-1 and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants, Conditions, Restrictions and Easements which relate to the storm water management system.

To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or storm water management system.

To promote the health, safety and welfare of the residents and lot owners of Jordans Cove.

To provide for architectural control over the units.

To enforce the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Jordans Cove.

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ARTICLE III

POWERS

The Association shall have and exercise all of the rights and powers conferred upon corporations by the State of Florida consistent with these Articles of Incorporation and the Declaration of Covenants, Conditions, Restrictions and Easements for Jordans Cove, hereinafter referred to as the "Declaration." This corporation shall have also all of the powers and authority reasonably necessary and appropriate to the operation and regulation of a residential community subject to the Declaration, as it may be amended from time to time, including, but not limited to the following:

- a. To exercise all of the powers and provisions and to perform all of the duties and obligations of the Association as defined in the Declaration;
- b. To establish, levy, collect, and enforce payment by all lawful means, of all charges, assessments of any type, and liens, to pay all expenses in connection therewith and all expenses incidental to the conduct of business of the Association and to use the proceeds from the Association's interests in the exercise of its powers and duties, including the payment of all the expenses, licenses, fees, taxes or government charges levied or imposed against the property of the Association;
- c. To enforce all covenants, conditions, restrictions and easements pertaining to the residential community known as Jordans Cove;
- d. To acquire by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, grant easements over or otherwise dispose of real property in connection with the Jordans Cove community;
- e. To pay taxes, if any, and perform repairs or replacement to the improvements located on the common property;
- f. To borrow money, mortgage, pledge, deed in trust, or hypothecate any/or all of its real or personal property as security for money borrowed or debts incurred and subject to such conditions as may be agreed to by the members, except any property which contains any of the surface water or stormwater management system may not be transferred to any entity without the approval of the St. Johns River Water Management District.
- g. Subject to the Declaration to have and to exercise any and all powers, rights and privileges granted to any corporation organized under the Non-Profit Corporation Law of the State of Florida;
- h. To grant easements on or through the Common Area;

- i. To exercise such powers which are now or may be hereafter be conferred by law upon a association organized for the purposes set forth herein, or which may be necessary or incidental to the powers so conferred;
- j. To exercise al of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration, as it is amended from time to time, or required by any governmental agency; and
- k. To establish and/or enforce rules, regulations, bylaws, covenants, restrictions or agreements to fulfill the purposes for which the Association was organized.

ARTICLE IV

EXISTENCE AND DURATION

The existence of the Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State in Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE V

MEMBERS

Every person or entity who is an owner of record of a fee simple interest in any unit or lot as defined in the Declaration shall be a member of the corporation. This foregoing is not intended to include persons or entities that hold an interest as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from any dwelling or lot.

ARTICLE VI

VOTING RIGHTS

The voting rights shall be as spelled out in the Declaration.

ARTICLE VII

BOARD OF DIRECTORS

A Board of Directors, who need not be members of the Association, shall manage the affairs of the Association. The initial Board of Directors shall consist of two (2) directors. The number of Directors may be increased by the Bylaws of the Association. The names and addresses of the initial Board of Directors who are to act until the selection of their successors shall be:

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The developer shall have the right to elect a majority of the Board of Directors until three months after 90 percent of the parcels in all phases of the community have been conveyed to members or such other percentage of the other parcels have been conveyed as required by law or such other date or event as set forth in the Declaration.

The term of the Board of Directors shall be as set forth in the Bylaws.

A majority of the Board of Directors shall constitute a quorum at any meeting of the Board of Directors. Except as herein otherwise provided, the decision of a majority of the Board of Directors present at the meeting at which a quorum is present shall be required and shall be sufficient to authorize any action on behalf of the Association. Each Director shall be entitled to one vote on each and every matter presented to the Board of Directors.

Any meeting of the Board of Directors may be held within or without the State of Florida.

All of the powers and duties of the Association existing under the Declaration, the Articles of Incorporation and Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject to the approval of the Owners only when such approval is specifically required.

ARTICLE VIII OFFICERS

The officers designated in the Bylaws shall administer the affairs of the Association. The Board of Directors shall elect officers at its first organizational meeting. The names and addresses of the officers who shall serve until such time as the Board of Directors designates their successors are as follows:

President:	Eddie Claxton	1029 Barnwell Road, Fernandina Beach, FL
Vice President	Christy Claxton	1029 Barnwell Road, Fernandina Beach, FL
Secretary/ Treasurer	Christy Claxton	1029 Barnwell Road, Fernandina Beach, FL

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ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent in writing of eighty (80) percent of the members who are entitled to vote, provided that notice of this proposed action is given by mail to all members, which notice specifically sets forth the proposed dissolution of the corporation and provided that as long as the Developer owns one (1) Lot in the Association, the consent of the Developer must be obtained.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the maintenance and operation of the surface water or stormwater management system must be transferred to an entity which would comply with Section 40C-42.027, F.A.C. , as approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE X

BYLAWS

The Bylaws of this Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors.

ARTICLE XI

AMENDMENTS

Amendments to these Articles of Incorporation may be made and adopted by seventy-five (75) percent of the members voting on the amendment providing the following conditions are met:

- a. A notice of the proposed amendment is included in the notice to members of a meeting.
- b. There is as quorum of members present at such meeting, either in person or by written proxy
- c. There is an affirmative vote of seventy-five (75) percent of the members present or holding a written proxy in favor of adoption of the amendment.

ARTICLE XII

SUBSCRIBERS

The name and address of the subscribers of these Articles of Incorporation is:

<u>NAME</u>	<u>ADDRESS</u>
Lonny M. Bauer	501 Centre St., Fernandina Beach, FL

ARTICLE XIII

MISCELLANEOUS

13.1 Definitions: (a) "Surface water or stormwater management systems" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events; incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quality and quantity of discharges.

(b) Developer shall mean Claxton Contracting, Inc. or its successors, assigns or heirs.

13.2 Covenant for Maintenance Assessments for Association: The Association shall also use assessments for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

13.3 Easement for Drainage and Access: The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of a lot which is a part of the surface water or stormwater management, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

13.4 Enforcement: The St. Johns River Water Management District shall have the right to enforce, by a proceeding in law or equity, the provisions contained in the Declaration of Covenants, Conditions, Restrictions and Easements which relate to the

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maintenance, operation and repair of the surface water or stormwater management system.

13.5 Swale Maintenance: The Developer may have constructed a Drainage Swale upon each lot for the purpose of managing and containing the flow of excess surface water found upon each lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales upon the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filing, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former conditions as soon as possible by the Owner(s) of the lot(s) upon which the Drainage Swale is located.

ARTICLE XIV

INDEMNIFICATION

Every director and 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 or her in connection with any proceeding or settlement of any proceeding in which he or she may be a party or in which he or she may become involved by his or her being or having been a director or officer of the Association, whether or not he or she is an officer or director at the time such expense is incurred, except when the director or officer is adjudged guilty of willful gross negligence, fraud, misfeasance or malfeasance in the performance of his or her duties; provide that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and the reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

ARTICLE XV

REGISTERED AGENT

The address of the initial registered agent of the Association is:
501 Centre Street, Suite 101
Amelia Island, Florida 32034

The name of the initial registered agent of the Association is:
Lanny M. Rauer

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we the undersigned, constituting the incorporators of the Association have executed these Articles of Incorporation this July 10th, 2003.

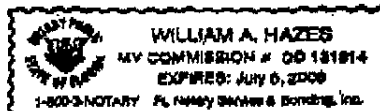
[Signature]

STATE OF FLORIDA
COUNTY OF NASSAU

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Larry A. Rasmussen, the foregoing incorporator, and upon being sworn stated that he had signed and executed the foregoing Articles of Incorporation for the use and purposes therein set forth.

[Signature]

Notary Public
State of Florida
My Commission Expires:



ACCEPTANCE BY REGISTERED AGENT

Having been designated as the Registered Agent of the above named corporation to accept service of process for said corporation at the place designated in the foregoing Articles of Incorporation, I hereby accept to act in this capacity and agree to comply with the provisions of said act relative to keeping said office.

[Signature]
Registered Agent

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TALLAHASSEE, FLORIDA

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