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JECK, HARRIS & JONES, LLP

Attorneys and Counselors at Law

Writer's Direct Line: (561) 746-1344 Ext. 306
Writer's E-Mail Address: RMantz@JHJLLP.COM
Website: WWW.JHJLLP.COM

March 14, 2006

VIA DHL

State of Florida
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399


RE: Articles of Incorporation

Dear Sir or Madam:

Enclosed for filing is an original and one copy of the Articles of Incorporation of Bridgetown Sebastian Property Owners Association, Inc. Also enclosed is this firm's check in the amount of \$87.50 representing the filing fee and the certified copy fee, along with a return overnight DHL envelope.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


Regina R. Mantz, CLA
Legal Assistant

/rm
enclosures

H:\13140 AVENIDA DEVELOPMENT, LLC\
05001 HOMEOWNERS' ASSOCIATION\
Ltr.Dept of State.Filing Articles .200603.doc

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**ARTICLES OF INCORPORATION
OF
BRIDGETOWN SEBASTIAN PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE 1
NAME**

1. Name. The name and address of the corporation is: BRIDGETOWN SEBASTIAN PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION"), at 8961 S.E. Bridge Road, Hobe Sound, FL 33455.

**ARTICLE 2
DEFINITIONS**

2. Definitions. Unless defined in these Articles or the Bylaws all terms used in the Articles and the Bylaws shall have the same meanings as used in the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR BRIDGETOWN SEBASTIAN (the "Declaration").

**ARTICLE 3
PURPOSE**

3. Purpose. The purpose for which the ASSOCIATION is organized are as follows:

3.1 To operate as a corporation not-for-profit pursuant to Chapter 617 and 720, Florida Statutes.

3.2 To administer, enforce and carry out the terms and provisions of the Declaration as same may be amended or supplemented from time to time.

3.3 To administer, enforce and carry out the terms and provisions of any other Declaration of Covenants and Restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the ASSOCIATION and accepted by the Board of Directors of the ASSOCIATION (the "BOARD").

3.4 To promote the health, safety, comfort and social and economic welfare of the MEMBERS of the ASSOCIATION and the OWNERS and Residents of Lots in BRIDGETOWN SEBASTIAN, as authorized by the Declaration, by these Articles, and by the Bylaws.

3.5 To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District ("SJRWMD") and Sebastian River Water Control District ("SRWCD") permits applicable to BRIDGETOWN SEBASTIAN, a copy of the SJRWMD permit is attached to the Declaration as Exhibit "D" and made a part thereof, as well as all requirements and SJRWMD and SRWCD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the surface water or stormwater management system, as well as to levy and collect adequate assessments against MEMBERS of the ASSOCIATION for the costs of maintenance and operation of the surface water or stormwater management system(s) in a manner consistent

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with the SJRWMD and SRWCD permit requirements and applicable rules. In order to comply with the terms of the SRWCD permit, the following covenants, conditions and restrictions shall apply with regard to the easements and rights-of-way in favor of the SRWCD ("New Drainage Easements"):

3.5.1 Any individual property owner making or adding improvements (extending lawns, landscaping, sprinkler systems and/or fences, etc.) in, on or to any part of the New Drainage Easements ("Encroaching Improvements") shall make or add such Encroaching Improvements at their peril. The Encroaching Improvements shall not interfere with the paramount purpose or maintenance of the New Drainage Easements, with the understanding that neither the SRWCD nor the ASSOCIATION shall be responsible for any damage to or removal of any of the Encroaching Improvements and such responsibility for damage to or removal shall rest solely with the individual property owner placing or adding the Encroaching Improvements; and

3.5.2 The SRWCD and the ASSOCIATION shall inspect the New Drainage Easements annually, and following any major storm event, to determine: (a) if any maintenance is necessary; and (b) compliance by individual property owners with regard to protecting maintenance access to the New Drainage Easements.

ARTICLE 4 POWERS

4. Powers. The ASSOCIATION shall have the following powers:

4.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida, specifically, Chapter 617 and 720, Florida Statutes (2005), which are not in conflict with the terms of these Articles.

4.2 All of the powers granted, or to be granted, to the ASSOCIATION in the Declaration.

4.3 To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person, subject to the provisions contained in Article XII, Section 16 of the Declaration.

4.4 To enter into, make, establish and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the ASSOCIATION.

4.5 To make and collect Assessments for Common Expenses from OWNERS to defray the costs, expenses, reserves and losses incurred or to be incurred by the ASSOCIATION and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

4.6 To own, purchase, sell, convey, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

4.7 To hold funds for the exclusive benefit of the MEMBERS of the ASSOCIATION as set forth in these Articles and as provided in the Declaration and the Bylaws.

4.8 To purchase insurance for the protections of the ASSOCIATION, its officers, directors and MEMBERS, and such other parties as the ASSOCIATION may determine to be in the best interests of the ASSOCIATION.

4.9 To operate, maintain, repair, and improve all Common Property and such other portions of BRIDGETOWN SEBASTIAN as may be determined by the BOARD from time to time.

4.10 To honor and perform under all contracts and agreements entered between third parties and the ASSOCIATION or third parties and the DEVELOPER that are assigned to the ASSOCIATION.

4.11 To exercise architectural control, either directly or through appointed committees, over all buildings, structures and improvements to be placed or constructed upon any portion of BRIDGETOWN SEBASTIAN. Such control shall be exercised pursuant to the Declaration.

4.12 To provide for private security, fire safety and protection, and similar functions and services within BRIDGETOWN SEBASTIAN and the BOARD in its discretion determines necessary or appropriate.

4.13 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, streets (to the extent not maintained by Indian River County), pathways, and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the MEMBERS of the ASSOCIATION and the OWNERS and Residents of BRIDGETOWN SEBASTIAN as the BOARD in its discretion determines necessary or appropriate.

4.14. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever contractual arrangement the BOARD shall enter.

4.15 To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the SJRWMD and SRWCD permits applicable to BRIDGETOWN SEBASTIAN, as well as all requirements and applicable District rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the surface water or stormwater management system, as well as to levy and collect adequate assessments against MEMBERS of the ASSOCIATION for the costs of maintenance and operation of the surface water or stormwater management system(s) in a manner consistent with the SJRWMD and SRWCD permit requirements and applicable District rules.

4.16 To enforce by legal means the obligations of the MEMBERS of the ASSOCIATION and the provisions of the Governing Documents.

4.17 To provide, to the extent deemed necessary by the BOARD, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the ASSOCIATION'S mandate to keep and maintain the Property in a proper and aesthetically-pleasing condition and to provide the OWNERS and Residents with services, amenities, controls and enforcement which will enhance the quality of life at BRIDGETOWN SEBASTIAN.

ARTICLE 5
MEMBERS

5.1 Membership. The membership of the ASSOCIATION shall be as set forth in the Declaration.

5.2 Transfer of Membership. Transfer of membership in the ASSOCIATION shall be established by the recording in the Public Records of Indian River County of a deed or other instrument establishing a transfer of record title to any Lot for which membership has already been established. The OWNER designated by such instrument of conveyance thereby becomes a MEMBER, and the prior MEMBER'S membership thereby is terminated. In the event of death of a MEMBER his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the ASSOCIATION shall not be obligated to recognize such a transfer or membership until such time as the ASSOCIATION receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Lot, and shall be the responsibility and obligation of both the former and the new OWNER of the Lot to provide such true copy of said recorded instrument to the ASSOCIATION.

5.3 Prohibition Against Transfer. The share of a MEMBER in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot associated with the membership of that MEMBER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot.

5.4 Determination of Voting Rights. The ASSOCIATION shall have two (2) classes of membership:

5.4.1 Class A. The Class A Member shall be all OWNERS with the exception of the DEVELOPER, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be MEMBERS. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

5.4.2 Class B. The Class B Member shall be the DEVELOPER and the DEVELOPER shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occur earlier: (a) three (3) months after ninety percent (90%) of all the Lots that will ultimately be operated by the Association have been conveyed to the Class A Membership (other than the DEVELOPER); or (b) at an earlier date at the sole discretion of the DEVELOPER; provided, however, Developer shall, at all times, comply with Section 720.307, Florida Statutes (2005) relative to transition and control.

5.4.3 From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which it holds the interest required under this Article.

5.5 Voting by CO-OWNERS. If the Lot associated with the membership of a MEMBER is owned by more than one person, the vote(s) of the MEMBER may be cast at any meeting by any CO-OWNER of the Lot. If when the vote(s) is (are) to be cast, a dispute arises between the CO-OWNERS as to how the vote(s) will be cast, they shall lose the right to cast

their vote(s) on the matter being voted upon, but their vote(s) continue to be counted for purposes of determining the existence of a quorum.

5.6 Proxies. Every MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another person to act on the MEMBER'S behalf by a proxy signed by such MEMBER. Any proxy shall be delivered to the Secretary of the ASSOCIATION or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. In no case shall a proxy be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at any time at the pleasure of the MEMBER executing it.

5.7 Calculation of Votes. Any question concerning the number of votes which may be cast by a MEMBER shall be decided by the BOARD.

ARTICLE 6 PERSONS SERVING ON THE BOARD

6.1 Persons Serving on the BOARD. The affairs of the ASSOCIATION shall be managed by BOARD consisting of not less than three (3) persons, nor more than seven (7) persons, and which shall always be an odd number. The number of persons on the BOARD shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) persons on the BOARD.

6.2 Developer shall have the right to retain control of the ASSOCIATION as more particularly outlined in the Declaration and Bylaws of the ASSOCIATION and in accordance with Section 720.307, Florida Statutes (2005), or until such earlier time as is determined by DEVELOPER, in DEVELOPER'S sole discretion. DEVELOPER shall have the right to appoint all Class B Members of the BOARD and to otherwise govern the affairs of the ASSOCIATION in accordance with the Bylaws of the ASSOCIATION. The Class A Members appointment to the BOARD shall be at the times and by the procedures outlined in the Bylaws of the ASSOCIATION; provided, however, that such appointment shall at all times comply with Section 720.307, Florida Statutes, (2005); provided, further however, that DEVELOPER is entitled to elect at least one (1) member of the BOARD as long as DEVELOPER holds for sale in the ordinary course of business at least five percent (5.00%) of all the Lots owned.

6.3 All of the duties and powers of the ASSOCIATION existing under Chapter 617 and 720, Florida Statutes (2005), the Declaration, these Articles and the Bylaws shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

6.4 A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

6.5 The names and addresses of the members of the BOARD who shall hold office until their successors are elected or appointed, or until removed, are as follows:

Andy Belford
Charles R. Modica
J. Paul McNamara

ARTICLE 7 OFFICERS

7. Officers. The Officers of the ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The Officers shall serve at the pleasure of the BOARD, and the Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the BOARD are as follows:

President
Vice President
Secretary
Treasurer

Andy Belford
J. Paul McNamara
Charles R. Modica
Andy Belford

ARTICLE 8 INDEMNIFICATION

8. Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement (provided the BOARD approves such settlement) actually and reasonably incurred by him in connection with such action, suite or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful. Such indemnification shall not apply to any matter wherein such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding that he had no reasonable cause to believe that his conduct was unlawful.

8.1 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the members of the

BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

8.2 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officers, employee, or agent of the ASSOCIATION and shall inure to the benefit of the heirs, executors and administrators of such a Person.

8.3 The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION or the Master Association, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 9 BYLAWS

9. Initial Bylaws. The initial Bylaws shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 10 AMENDMENTS

10. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

10.1 Initiation. A resolution to amend these Articles may be proposed by a majority of the members of the BOARD, or by MEMBERS holding not less than ten percent (10%) of the votes of the entire membership of the ASSOCIATION.

10.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.3 Adoption of Amendments.

10.3.1 A resolution for the adoption of the proposed amendment shall be adopted by MEMBERS having not less than a majority of the votes of the entire membership of the ASSOCIATION.

10.3.2 Amendment of the Articles shall require the assent of two-thirds of the votes of the MEMBERS.

10.3.3 Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and

a copy certified by the Department of State shall be recorded in the Public Records of Indian River County, Florida, as an amendment to the Articles.

10.3.4 No amendment may be made to the Articles that shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Declaration or any amendments or supplements thereto. For so long as DEVELOPER owns any Lot, the Articles shall not be amended without the consent of DEVELOPER.

10.3.5 Notwithstanding the above, as long as the DEVELOPER appoints a majority of the members of the BOARD, the DEVELOPER shall have the right to unilaterally amend these Bylaws without the joinder or approval of any member of the BOARD or any MEMBER.

ARTICLE 11

TERM

11. The ASSOCIATION shall have perpetual existence. If, for whatever reason, the ASSOCIATION is dissolved by the MEMBERS, other than incident to a merger or consolidation, any Common Property, expressly including, the operation and maintenance of the surface water or stormwater management system, shall be conveyed to an appropriate agency of the local government for control and maintenance purposes. If no agency of the local government will accept such conveyance and responsibility, such property must be conveyed to a not-for-profit corporation similar to the ASSOCIATION. Additionally, all of the assets of the ASSOCIATION shall be conveyed to a similar property association or a public agency having a similar purpose, or any MEMBER may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved ASSOCIATION and its properties in the place and stead of the dissolved ASSOCIATION and to make such provisions as may be necessary for the continued management of the affairs of the dissolved ASSOCIATION and its properties. Notwithstanding the above, in the event of termination, dissolution or final liquidation of the ASSOCIATION, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

ARTICLE 12

FHA/VA APPROVAL

12. As long as there is a Class B Membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties not originally contemplated to be a part of the Community; mergers and consolidations; mortgaging or Common Property; dissolution and amendment of the Articles.

ARTICLE 13

INCORPORATOR

13. The name and street address of the Incorporator is:

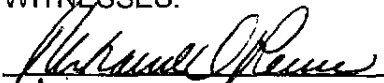
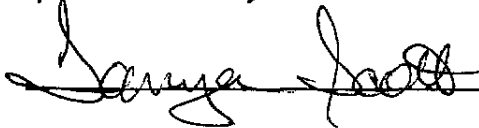
ANDREW BELFORD
8961 S.E. Bridge Road
Hobe Sound, FL 33455.

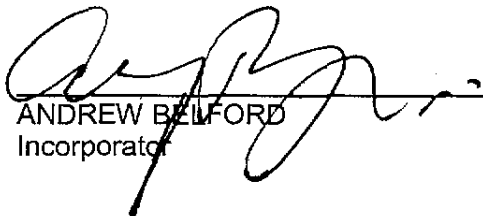
ARTICLE 14
INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF INITIAL REGISTERED AGENT

The street address of the initial registered office of the ASSOCIATION is 8961 S.E. Bridge Road, Hobe Sound, FL 33455. The initial Registered Agent of the ASSOCIATION at that address is ANDREW BELFORD.

IN WITNESS WHEREOF, the Incorporator and the initial Registered Agent have executed these Articles.

WITNESSES:

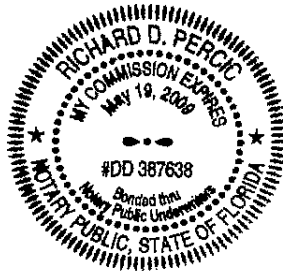



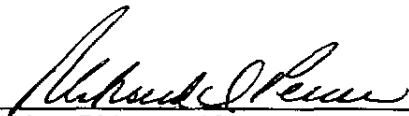

ANDREW BELFORD
Incorporator

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of March, 2006, by ANDREW BELFORD, who: ☒ is personally known to me, or ☐ has produced _____ as identification, and who did not take an oath.

(NOTARY SEAL)




NOTARY PUBLIC - STATE OF FLORIDA
Name: RICHARD D. PERCIC
Commission No.: DD 387638
My Commission Expires: 05/19/2009

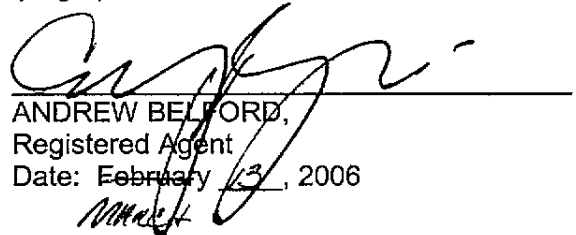

CERTIFICATION DESIGNATING REGISTERED AGENT FOR
THE SERVICE OF PROCESS WITHIN THIS STATE

Pursuant to Chapter 48, Florida Statutes, the following is submitted in compliance with said Act:

BRIDGETOWN SEBASTIAN PROPERTY OWNERS ASSOCIATION, INC., desiring to organize as a not-for-profit corporation under the laws of the State of Florida with it registered office at 8961 S.E. Bridge Road, Hobe Sound, FL 33455, appoints ANDREW BELFORD, located at the above registered office, as its Registered 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 agree to act in this capacity, and further agree to comply with the provisions of said Act relative to keeping open said office.


ANDREW BELFORD,
Registered Agent
Date: February 13, 2006


SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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