

NO6000606160

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

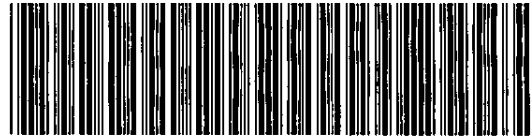
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



100260878991

06/10/14--01003--003 \*\*43.75

FILED  
14 JUN 10 PM 3:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

JUN 20 2014

C. CARROTHERS

**John Rothamel**  
**3584 Egret Drive**  
**Melbourne, FL 32901**  
**321-368-6091**  
**[jrothamel@cfl.rr.com](mailto:jrothamel@cfl.rr.com)**

**June 4, 2014**

Dear Sir or Madam:

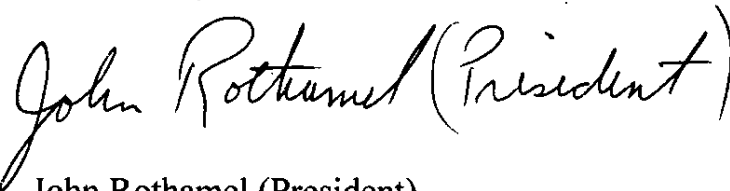
As President and Registered Agent of Wrights Creek Farms Property Owners Association, I am submitting the Enclosed Amended Articles of Incorporation for registration with the Florida Department of State.

The Association is a Florida not for Profit Corporation as provided for in chapter 617 of the Florida Statutes. This amended document has been approved by a vote of the members as required by law. This Document shall be adopted as of June 4, 2014.

Enclosed please find a check for \$43.75 for the Filing fee (\$35) and a Certified Copy (\$8.75).

Should you have any questions, please contact me by phone or E-mail.

Thank You,

  
John Rothamel (President)

**AMENDED ARTICLES OF INCORPORATION FOR  
WRIGHTS CREEK FARMS PROPERTY OWNERS ASSOCIATION, INC.**

**A not-for-profit corporation**

**FILED**

14 JUN 10 PM 3:28

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida Not-For-Profit Corporation Act (Chapters 617) hereby adopts the following Articles of Incorporation:

**1.  
NAME**

The name of the corporation is WRIGHTS CREEK FARMS PROPERTY OWNERS ASSOCIATION, INC. For convenience, the corporations shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles" and the Bylaws of the Association as the "Bylaws".

**2.  
OFFICE**

The principal office and mailing address of the Association shall be at 3584 Egret Drive, Melbourne, Florida 32901, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by law.

**3.  
INITIAL REGISTERED OFFICE;  
ADDRESS AND NAME OF REISTERED AGENT**

The registered agent of this corporation shall be at 3584 Egret Drive, Melbourne, Florida 32901. The registered agent at that address shall be John Rothamel.

**4.  
PURPOSE**

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants and Restrictions for Wrights Creek Farms recorded in the current Public Records of Holmes County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values in the Property and to maintain the Common Property thereof the benefit of the Owners who become members of the Association. "Common Property" shall mean and include all of the lands that the Association is obligated by the Declaration to maintain and lands (or interests in lands) owned by or leased to the Association.

**5.  
POWERS**

**The powers of the Association shall include and be governed by the following:**

5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida, (which are in effect at the time of filing of these Articles) except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they be amended from time to time, including, but not limited to, the following:

- a. To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties including without limitation to the maintenance and operation of a water management system, including but not limited to work within the retention areas, drainage structures or drainage easements.
- b. To buy, accept, own, operate, lease, sell, trade, and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the consent of the Owners with voting power representing two thirds of the votes.
- c. To maintain, repair, replace, reconstruct, add to and operate the Common Property, including but not limited to the private roads located within Wrights Creek Farms
- d. To purchase insurance upon the Common Property and insurance for the protection of the Association, its officers, directors, and Owners.
- e. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Owners.
- f. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.
- g. To contract for the management and maintenance of the Common Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make assessments, promulgate rules and execute contracts on behalf of the Association.
- h. To employ personnel to perform the services required for the proper operation and maintenance of the Common Property.
- i. To execute all documents or consents on behalf of all Owners (and their mortgages), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, utilities of title, covenants in lieu thereof, etc.) and in that regard, each Owner, by acceptance of the deed to such Owner's Unit of Lot and each Mortgage of an Owner by acceptance of a lien on said Unit of Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- j. To operate, maintain and manage any water management system in a manner consistent with requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration.

5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and Bylaws.

5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation of a public agency or as otherwise authorized by the Florida Not-For-Profit corporation Act (Chapters 617 and 720, Florida Statutes) and as may be approved by the Water Management District, with respect to the transfer of the water management system.

5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws. The provisions of the Declaration shall control over those of the Articles and Bylaws; the provisions of the Articles shall control over the provisions of the Bylaws.

## **6. MEMBERS**

The members of the Association shall consist of all of the record title owners of Lots or Units within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot or Unit.

6.1 Assignment. A membership in the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.

6.2 Voting. The Association shall have one (1) class of voting membership:

- (a) All Members shall be all Owners, who shall each have one (1) vote for each Lot owned by the member.
- (b) All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws

6.3 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

## **7. INCORPORATOR**

The name and address of the Incorporator of this Corporation is:

NAME

ADDRESS

Lynda R. Aycock

1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207

## **8. TERM OF EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall exist in perpetuity. Provided, however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non-profit or not-for-profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of any water management system must be transferred to and accepted by an entity which would comply with applicable provisions of the Florida Administrative Code for the Water Management District and be approved by the Water Management District prior to such termination, dissolution or liquidation.

9.  
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association 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 Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME AND ADDRESS</u>	<u>TITLE</u>
Gregory Boree 9995 Gate Parkway N., Suite 400 Jacksonville, Florida 32246	President
Timothy Ritch 9995 Gate parkway N., Suite 400 Jacksonville, Florida 32246	Vice President
Deanna Hayes 9995 Gate Parkway N., Suite 400 Jacksonville, Florida 32246	Secretary
Jeff Jones 9995 Gate Parkway N., Suite 400 Jacksonville, Florida 32246	Treasurer

10.  
DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors nor more than seven (7) directors, as determined from time to time by a majority of the Owners. The initial Board shall be three (3) members. Prior to Turnover, Directors need not be members of the Association.

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

10.3 Election and Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

10.4 Term of Developer's Directors. The Developer shall appoint the members of the first Board of Directors, who shall serve until control of the Association has been turned over to the owners.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

NAME

ADDRESS

Gregory Boree

9995 Gate Parkway N., Suite 400  
Jacksonville, Florida 32246

Timothy Ritch

9995 Gate Parkway N., Suite 400  
Jacksonville, Florida 32246

Deanna Hayes

9995 Gate Parkway N., Suite 400  
Jacksonville, Florida 32246

10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director has knowledge concerning a matter in question that makes reliance unwarranted, a director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the matters presented; legal counsel, public accountants or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or a Committee of which the director is not a member if the director reasonably believes the Committee merits confidence. A director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

## 11. INDEMNIFICATION PROVISIONS

11.1 Indemnities. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnities") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, 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 interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonable incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such, indemnification shall be authorized if such person acted in good faith and in a manner her reasonably believes to be in, or not opposed to, the best interests of the Association, except that no matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or by any other court of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2 or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

11.4 Determination of Applicability. Any indemnification under subsection 11.0 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:

- (a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
  - 1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
  - 2. if a quorum of the directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of voting interests of the members of the Association who were not parties to such proceeding.

11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible.



11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful.
- (b) A transaction from which the director, officer, employee, or agent derived as improper personal benefit; or
- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of an Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that: (a) The director, officer, employee, or agent is entitled to the Association to pay the director reasonable expenses; (b) The director, officer, employee, or agent exercise by the Association of its power pursuant to section 11.7; or (c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of 11.2 or subsection 11.7, unless (d) A court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnity, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (e) Such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of or informal; and the term "agent" shall be deemed to include a volunteer, the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

## **12. BYLAWS**

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

## **13. AMENDMENTS**

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

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes provided that in all events such amendments shall be approved by the Owners representing two thirds of the votes of the members of the Association who have voting power at the time of such amendments.

13.3 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the current public records of Holmes County, Florida with an identification on the first page thereof of the book and page of said current public records where the Declaration are recorded which contains, as an exhibit, the initial recording of these Articles.

## **14. APPROVAL OF FHA/VA**

In the event that a mortgage on a Unit or a Lot is guaranteed by the Federal Housing Agency ("FHA") or the Veteran's Administration ("VA"), there shall be approval of the FHA or VA to the following actions: (i) Annexation of additional properties (excluding Future Development Property), mergers and consolidations of the Association, mortgaging of Common Property, dissolution or amendment of these Articles.

## **15. DATE OF ADOPTION**

These Amended Articles of Incorporation shall be adopted as of June 4<sup>th</sup>, 2014.

IN WITNESS WHEREOF, the President has affixed his/her signature on the day and year of adoption as set forth below.

John Rothamel, President  
President

Dated this 6 day of JUNE, 2014  
YGR

ACKNOWLEDGMENT

STATE OF FLORIDA )

COUNTY OF BREVARD )

The foregoing instrument was acknowledged before this 4th day of JUNE, 2014 by JOHN ROTHAMEL Who is personally known to me or has produced FLORIDA D.L. as identification.



Micah Custer  
Notary Public, State of Florida at Large  
Commission Number and Expiration Date on Seal  
Notary Seal

14 JUN 10 PM 3:28  
RECEIVED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

In compliance with the laws of Florida, the following is submitted:

First – That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Brevard, State of Florida, the Association names in the said Articles John R Rothamel, whose address is 3584 Egret Drive, Melbourne, FL 32901, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida laws relative to keeping the registered office open.

John Rothamel

Registered Agent

DATED this 4 day of JUNE, 2014