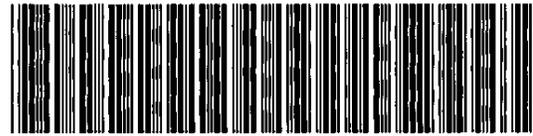


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CORPORATION SERVICE COMPANY

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AUTHORIZATION :

COST LIMIT : \$ 78.75

*Spudde man*

ORDER DATE : June 30, 2006

ORDER TIME : 11:07 AM

ORDER NO. : 218766-005

CUSTOMER NO: 7127284

DOMESTIC FILING

NAME: DUVAL STATION PROPERTY OWNERS ASSOCIATION, INC.

EFFECTIVE DATE:

- XXX ARTICLES OF INCORPORATION
- CERTIFICATE OF LIMITED PARTNERSHIP
- ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

- XXX CERTIFIED COPY
- PLAIN STAMPED COPY
- CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Harry B. Davis - EXT. 2926

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF INCORPORATION  
OF  
DUVAL STATION PROPERTY OWNERS ASSOCIATION, INC.  
(a corporation not-for-profit)**

2006 JUN 30 AM 11:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**FILED**

**ARTICLE I - NAME AND DEFINITIONS**

The name of this corporation shall be **DUVAL STATION PROPERTY OWNERS ASSOCIATION, INC.** All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Easements, Covenants, Conditions and Restrictions for Duval Station to be recorded in the current public records of Duval County, Florida (the "Declaration").

**ARTICLE II - PRINCIPAL OFFICE AND MAILING ADDRESS**

The location of the corporation's principal office and its mailing address shall be 13916 Woodland Drive, Jacksonville, Florida 32218, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

**ARTICLE III - PURPOSES**

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

A. To promote matters of common interest and concern of the Owners of property within Duval Station.

B. To operate, manage, maintain, repair and replace the Surface Water or Stormwater Management System (as defined hereinbelow) in a manner consistent with the requirements of the St. Johns River Water Management District ("District") permit no. 42-031-101389-1 dated March 28, 2006, and applicable District rules, for which the obligation to maintain and repair has been delegated to and accepted by the Association, and shall assist in the enforcement of the Declaration which relate to the Surface Water or Stormwater Management System. "Surface Water or Stormwater Management System" 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 quantity and quality of discharges from the Property (as defined hereinbelow). The "Property" is that certain real property consisting of six commercial parcels known as Duval Station and located within the real property described on Exhibit "A" attached hereto. The Surface Water or Stormwater Management System shall include, without limitation, that certain off-site retention area (the "Off-Site Retention Area") described on Exhibit "B-1" attached hereto, and as depicted on Exhibit "B-2" attached hereto.

C. 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.

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without Duval Station.

E. To operate without profit for the sole and exclusive benefit of the Members of the Association.

F. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

#### **ARTICLE IV - GENERAL POWERS**

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

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized, including, without limitation, that certain Declaration of Easements, Covenants, Conditions and Restrictions for Duval Station, as recorded in the public records of Duval County, Florida at or near the date hereof.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. 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.

E. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association, including, without limitation, the Off-Site Retention Area.

F. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

#### **ARTICLE V - MEMBERS**

The Members ("Members") shall consist of Duval Station Signature, LLP (the "Partnership") (as provided in Article VIB hereof), and all other Owners of Parcels located within the Property. Membership in the Association is appurtenant to, and inseparable from, ownership of a Parcel.

## ARTICLE VI - VOTING AND ASSESSMENTS

- A. The Association shall have two classes of voting membership as follows:

Class A. Class A members shall be all Owners with the exception of the Class B member and shall be entitled to one vote for each Parcel owned; except for Parcel 2, which shall be entitled to two votes. When more than one person holds an interest in a Parcel, all such persons shall be members but the vote for such Parcel shall be exercised by one of their number, and in no event shall more than one vote be cast with respect to any Parcel.

Class B. The Class B member shall be the Partnership, who shall be entitled to one (1) vote, plus three (3) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A members. The Class B membership shall cease (i) three (3) months after six of the seven Parcels have been sold to Class A members, or (ii) upon the voluntary or involuntary dissolution of the Association (and prior to any distribution of the assets thereof), whichever first occurs.

B. When one or more persons or entities holds an interest or interests in any Parcel, all such persons shall be Members, and the vote for such Parcel shall be exercised as they among themselves shall determine. The vote for any Parcel cannot be divided for any issue and must be voted as a whole, except where otherwise required under the provisions of these Articles, the Declaration, or Bylaws. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

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

## ARTICLE VII - BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) Directors. Directors need not be Members and need not be residents of the State of Florida. For so long as the Class B Membership shall exist, the Partnership shall have the right to appoint each of the Directors. Following the termination of the Class B Membership, the Partnership shall have the right to appoint one (1) Director for so long as it shall hold for sale in the ordinary course of business at least one (1) Parcel.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors following the termination of the Class B Membership, the term of office of the Director appointed by the Partnership, if any, shall be established at one (1) year and the terms of office of the elected Directors shall be established at two (2) years each. If at the time of such first annual election, the Partnership shall not appoint a Director, then the terms of office of the two (2) elected Directors receiving the highest number of votes shall be established at two (2) years each and the

term of the remaining Director shall be established at one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director 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 may a Board member appointed by the Partnership be removed except by action of the Partnership. Any Director appointed by the Partnership shall serve at the pleasure of the Partnership, and may be removed from office, and a successor Director may be appointed, at any time by the Partnership.

C. The name and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Stephen M. Leggett  
c/o 13916 Woodland Drive  
Jacksonville, Florida 32218

Robin LaFavor  
c/o 13916 Woodland Drive  
Jacksonville, Florida 32218

Wayne W. Williford  
c/o 13916 Woodland Drive  
Jacksonville, Florida 32218

#### **ARTICLE VIII - OFFICERS**

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President, Secretary  
and Treasurer

Stephen M. Leggett

**ARTICLE IX - CORPORATE EXISTENCE**

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

**ARTICLE X - BYLAWS**

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

**ARTICLE XI - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS**

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

**ARTICLE XII - INCORPORATOR**

The name and address of the Incorporator are as follows:

Stephen M. Leggett  
c/o 13916 Woodland Drive  
Jacksonville, Florida 32218

**ARTICLE XIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS**

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being

or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### **ARTICLE XIV - TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director 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 Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

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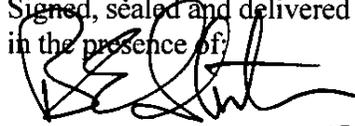
**ARTICLE XV - DISSOLUTION OF THE ASSOCIATION**

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 which would comply with Section 40C-42.027, F.A.C., and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

*[signatures appearing on next page]*

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 29<sup>th</sup> day of June, 2006

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
BRUCE EDWARD STUTSMAN  
(Print or Type Name)

  
\_\_\_\_\_  
Stephen M. Leggett, Incorporator

  
\_\_\_\_\_  
APRIL N. CROOKS  
(Print or Type Name)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2006, by Stephen M. Leggett, the Incorporator of Duval Station Property Owners Association, Inc., on behalf of the corporation, who (check one)  is personally known to me or  has produced \_\_\_\_\_ as identification and who did/did not take an oath.



  
\_\_\_\_\_  
Print Name: BRUCE EDWARD STUTSMAN  
Notary Public, State and County aforesaid  
My commission expires:

**CERTIFICATE DESIGNATING REGISTERED AGENT  
AND REGISTERED OFFICE**

In compliance with Sections 48.091 and 617.0501, Florida Statutes, the following is submitted:

First, that Duval Station Property Owners Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Jacksonville, State of Florida, has named Stephen M. Leggett, whose street address is 13916 Woodland Drive, Jacksonville, Florida 32218, as its agent to accept service of process within Florida.



\_\_\_\_\_  
Stephen M. Leggett, Incorporator

6-29, 2006

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of the undersigned duties, and is familiar with and accepts the obligations of the undersigned position as registered agent.



\_\_\_\_\_  
Stephen M. Leggett

6-29, 2006

**Exhibit "A"**

**Legal Description of Duval Station**

**DUVAL STATION PHASE 1**

ALL OF LOTS 6 THROUGH 17, LOTS A AND B, TOGETHER WITH A PORTION OF LOTS 5 AND 18 IN BLOCK 5, TOGETHER WITH ALL OF LOTS 3 THROUGH 14 LOTS A AND B, TOGETHER WITH A PORTION OF LOT 2 IN BLOCK LOT 6, TOGETHER WITH A PORTION OF THE CLOSED ROAD LYING BETWEEN SAID BLOCKS 5 AND 6, DUVAL CITY, AS RECORDED IN MAP BOOK 6, PAGE 9, TOGETHER WITH A PART OF LOT 1, G. N. TISON ESTATE, ACCORDING TO MAP OF SAID ESTATE, AS RECORDED IN PLAT BOOK 6, PAGE 72, ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTIONS 20 AND 3 WITHIN SECTION 37, TOWNSHIP 1 NORTH, RANGE 27 EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 8 IN BLOCK 6 OF SAID DUVAL CITY, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET (A 175 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°30'48" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 847.50 FEET; THENCE SOUTH 73°32'26" EAST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 449.57 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF BENTON ROAD (A 30 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 16°26'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 847.45 FEET; THENCE NORTH 73°32'49" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 450.54 FEET TO A POINT LYING ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 16°30'48" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 52.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.76 ACRES MORE OR LESS.

**Exhibit "B-1"**

**Legal Description of Drainage Easement and Off-Site Retention Area**

**DRAINAGE EASEMENT (portion of Parcel 4):**

A PART OF LOTS 5, 18, 19 AND 20 IN BLOCK 5, TOGETHER WITH A PART OF THAT CLOSED ROAD LYING WEST OF SAID LOT 5, BLOCK 5, OF DUVAL CITY, AS RECORDED IN MAP BOOK 6, PAGE 9, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PART OF BENTON STREET (A 30 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) ALL LYING WITHIN SECTION 3, WITHIN SECTION 37, TOWNSHIP 1 NORTH, RANGE 27 EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 6 OF SAID PLAT OF DUVAL CITY, SAID POINT LYING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF DUVAL STATION ROAD (A 105 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET (A 175 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) THENCE NORTH 16°30'48" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 795.00 FEET; THENCE SOUTH 73°32'26" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 260.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73°32'26" EAST, A DISTANCE OF 168.61 FEET; THENCE NORTH 16°26'53" EAST, A DISTANCE OF 171.07 FEET; THENCE SOUTH 73°18'45" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 16°26'53" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 73°18'45" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 16°26'53" WEST, A DISTANCE OF 170.99 FEET; THENCE NORTH 73°32'26" WEST, A DISTANCE OF 213.11 FEET TO A POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 34.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°13'41" EAST AND A CHORD DISTANCE OF 31.62 FEET TO THE POINT OF BEGINNING.

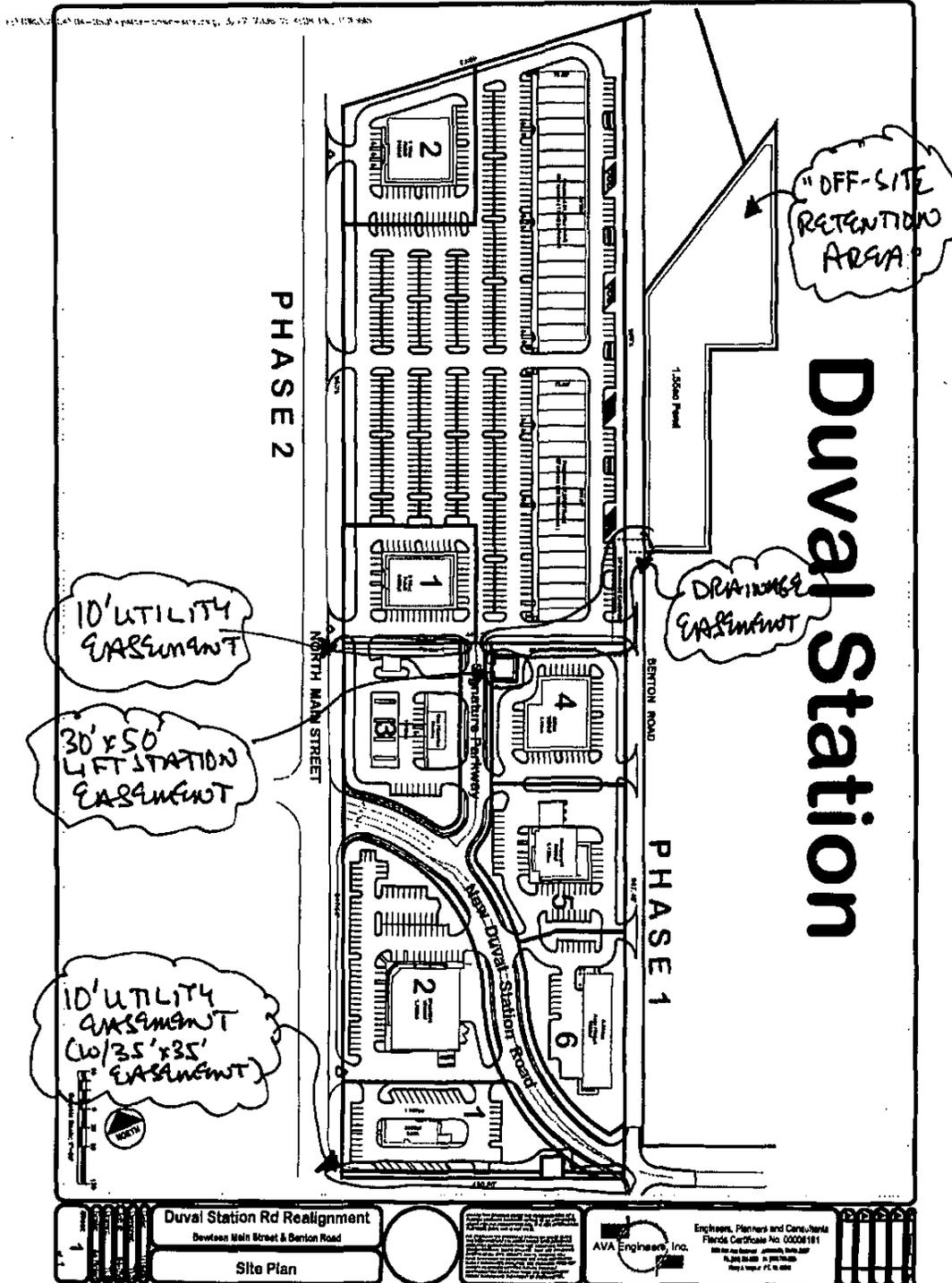
CONTAINING 0.19 ACRES MORE OR LESS.

**OFF-SITE RETENTION AREA:**

ALL OF LOTS 1, 2, 3, 4, 5, 6, AND 26 IN BLOCK 4, OF DUVAL CITY, AS RECORDED IN MAP BOOK 6, PAGE 9, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 3, WITHIN SECTION 37, TOWNSHIP 1 NORTH, RANGE 27 EAST OF SAID COUNTY.

CONTAINING 1.81 ACRES MORE OR LESS.

**Exhibit "B-2"**  
**Depiction of Drainage Easement and Off-Site Retention Area**



Duval Station Rd Realignment  
 Between Main Street & Benton Road  
 Site Plan

Engineers, Planners and Consultants  
 Florida Certificate No. 00008181  
**AVA Engineers, Inc.**  
 2015 W. Highway 17, Suite 200  
 Palm Beach Gardens, FL 33418  
 Phone: 561-991-1111  
 Fax: 561-991-1112  
 Web: www.ava.com