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FLORIDA PROFIT/NON PROFIT CORPORATION

Deep Creek Plantation Owners Association, Inc.

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**ARTICLES OF INCORPORATION OF  
DEEP CREEK PLANTATION OWNERS ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT**

The undersigned hereby makes and files these Articles of Incorporation:

**ARTICLE I  
NAME AND PRINCIPAL OFFICE**

The name of the corporation is DEEP CREEK PLANTATION OWNERS ASSOCIATION, INC.

For convenience the corporation shall be referred to in these Articles as "DCPOA." The initial principal office of DCPOA shall be located at 5345 ORTEGA BOULEVARD, SUITE 7, JACKSONVILLE, FL 32210.

**ARTICLE II  
DURATION**

The existence of DCPOA shall commence with the filing of these Articles of Incorporation with the Florida Department of State. The period of duration of DCPOA is perpetual.

**ARTICLE III  
PURPOSE**

DCPOA is organized under Chapter 617, Florida Statutes (2006) as a not-for-profit corporation for the purpose of providing a structured association of property owners as the management entity responsible for the operation of the community of DEEP CREEK PLANTATION, in accordance with the plat thereof, the Declaration of Covenants, Restrictions and Easements for Deep Creek Plantation (as recorded, and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto), these Articles of Incorporation (and any duly adopted amendments hereto), and the bylaws of DCPOA (and any duly adopted amendments thereto), in which community the membership of property owners or their agents in DCPOA is a mandatory condition of ownership. The responsibilities, powers and purposes of DCPOA include, but are not limited to, the following:

1. To provide for maintenance of areas and structures as may be placed under the jurisdiction of DCPOA by means of the Declaration of Covenants, Restrictions and Easements, or otherwise by grant, permit, license or easement; and
2. To regulate the use of areas and structures as may be placed under the jurisdiction of DCPOA by means of the Declaration of Covenants, Restrictions and Easements, or otherwise by grant, permit, license or easement; and
3. To promote the health, safety and welfare of the owners of property located within Deep Creek Plantation; and

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4. To enforce the provisions of the Declaration of Covenants, Restrictions and Easements, which DCPOA has the responsibility to enforce; and
5. To operate and maintain the conservation areas, easements, common areas, stormwater management system(s) and permit(s) of or relating to Deep Creek Plantation; and
6. To establish rules and regulations for the community of Deep Creek Plantation; and
7. To contract for services and/or provide services to or for the use and benefit of the operation and maintenance of the community of Deep Creek Plantation; and
8. To operate, maintain and manage the private roadways within Deep Creek Plantation in a manner and to a level of maintenance and repair consistent with the essential requirements of and applicable to private road rights of way located in Nassau County, Florida, and as a safe and efficient way of passage for vehicles utilized by members and those engaged in emergency and essential public services, including but not limited to fire, rescue, police, emergency medical, garbage and waste collection, and utility services. DCPOA shall levy and collect adequate uniform assessments against members of DCPOA for the costs associated with maintenance, repair and renovation of DCPOA roadways; and
9. 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 permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants, Restrictions and Easements which relate to the surface water or stormwater management system. DCPOA shall levy and collect adequate assessments against members of DCPOA for the costs of maintenance and operation of the surface water or stormwater management system; and
10. To assure, prior to any event of termination, dissolution or final liquidation of DCPOA, that the responsibility for the operation and maintenance of the surface water or stormwater management system is properly transferred to and accepted for maintenance and management by an entity with jurisdiction over Deep Creek Plantation which would comply with Section 40C-42.027, F.A.C. (2006) and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

#### ARTICLE IV POWERS AND DUTIES

DCPOA shall have and exercise all rights and powers conferred upon not for profit corporations under the laws of the State of Florida consistent with applicable law, by these Articles of Incorporation, and the Declaration of Covenants, Restrictions and Easements. DCPOA shall also have all of the powers and authority reasonably necessary or appropriate to carry out duties imposed upon it by Chapter 720 Florida Statutes (2006) and the Declaration of Covenants, Restrictions and Easements, including, but not limited to, the following:

1. To exercise all of the powers and privileges and to perform all of the duties and obligations of DCPOA as defined in the Declaration of Covenants, Restrictions and Easements;

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2. To impose fines, restrictions or sanctions upon Members consistent with applicable laws and the Bylaws;
3. To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments and assessment liens pursuant to the terms of the Declaration of Covenants, Restrictions and Easements;
4. To pay all expenses in the collection of assessments and all office and other expenses incident to the conduct of the business of DCPOA, including all licenses, taxes or governmental charges levied or imposed against the property of DCPOA.
5. To acquire (by gift, purchase or lease), to own, hold, improve, insure, build upon, operate, maintain, replace and to repair, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of DCPOA, and to contract improvements and to repair, remodel and demolish the same, on any property that is owned or leased by DCPOA.
6. To borrow money, and with the consent of fifty-one percent (51%) of the voting interests of each class of members, mortgage, pledge, deed and trust, or hypothecate any or all of its real or personal property, including any lien rights it may have, as security for money borrowed or debts incurred.
7. To participate in mergers and consolidations with other not-for-profit corporations organized for the same or similar purposes or to annex additional property, provided that such mergers, consolidation or organization shall have the consent of two-thirds (2/3<sup>rd</sup>) of the voting interests of each class of its Members.
8. To make and amend reasonable Bylaws for the management of DCPOA, and establish rules and regulations respecting the use of any property or facilities over which DCPOA may have control, or jurisdiction for administrative responsibilities and compliances, and to provide for fines, penalties, sanctions or other appropriate relief for the violation of any breach of such Bylaws or regulation(s).
9. To contract for the maintenance of such facilities, and other areas and improvements as may be placed under the jurisdiction of DCPOA, either by the Declaration of Covenants, Restrictions and Easements or by resolution adopted by the DCPOA Board of Directors.
10. To levy and collect adequate uniform assessments for the costs, actual and/or projected, associated with maintenance, repair and renovation of roadways within Deep Creek Plantation.
11. To be responsible for the maintenance, operation and repair of 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. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

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12. To employ such legal counsel, accountants and other agents or employees as may be deemed necessary for the protection and furtherance of the interest(s) of DCPOA and of its Members and to carry out the purpose of DCPOA.

#### ARTICLE V PROHIBITION AGAINST DISTRIBUTION OF INCOME

The purpose of DCPOA and the powers and duties of DCPOA are specifically limited and constrained so that those powers and purposes will not include or permit pecuniary gain or profit, nor distribution of the income of DCPOA to its members, officers or directors. Nothing in this Article shall prohibit DCPOA from reimbursing its directors or officers for reasonable expenses reasonably incurred in service to DCPOA.

#### ARTICLE VI MEMBERSHIP

Every person or entity who is the record Owner of a Lot in Deep Creek Plantation, as defined in the Declaration of Covenants, Restrictions and Easements, shall be a Member of DCPOA. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Membership rights and duties shall be subject to and controlled by the Declaration of Covenants, Restrictions and Easements, which is in the form of a covenant running with the land. The Developer, DEEP CREEK PLANTATION DEVELOPMENT COMPANY, a Florida corporation, and/or its designated successors, shall also be a Member.

#### ARTICLE VII VOTING RIGHTS

DCPOA shall have two (2) classes of voting memberships:

**CLASS A:** Members shall be all of those Owners as defined in Article VI. Within Class A Membership there will be one (1) vote allocated to each Lot. When more than one (1) person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more votes be cast with respect to any such Lot than the one (1) whole vote allocated to it. The Bylaws may establish procedures for voting when title to a Lot is held in the name of a corporation or more than one (1) person or entity.

**CLASS B:** The Class B Member is the Developer, Deep Creek Plantation Development Company, a Florida corporation, its successors or assigns. The Class B Member shall have votes equal to 66.66% (rounded to the nearest whole number) of the total number of Lots as may from time to time comprise the Class A membership, so that, unless or until Deep Creek Plantation is

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expanded with additional land and Lot(s), there are 73 Class B votes, and those Class B votes are eligible to be cast in all matters governing the affairs of DCPOA until the earlier of:

1. such time as the Class A Members other than the Developer comprise 75% or more of DCPOA membership;
2. January 1, 2017; or
3. The effective date of any waiver of the rights of Developer to the Class B membership, and surrender of all Class B membership interests and rights, to DCPOA.

At such time as a time or situation exists as specified above, the Class B Membership category, upon resolution of the Board of Directors, shall be dissolved and the (73 or as many Class B votes as may otherwise be applicable) votes shall cease to exist. Thereafter, DCPOA shall be governed and managed by the Class A Members.

If, at any time, the Class B membership shall cease to exist or it shall be judicially determined that the Class B Member is not entitled to exercise the number of votes allocated to it, then the Class B membership shall convert to a Class A membership.

#### ARTICLE VIII DIRECTORS

The affairs of DCPOA shall be managed by a Board of Directors, who need not be Members of DCPOA. The initial Board of Directors shall consist of three (3) directors. The number of directors may be increased by the Bylaws, but shall always consist of an odd number, shall never be less than three (3) directors, nor more than nine (9) directors.

At such time as fifty percent (50%) of the Lots that are developed within Deep Creek Plantation by Developer have been conveyed to third parties, the Board shall be expanded to five (5) members. In the expanded Board, two (2) of the five (5) directors must be elected from among the Members composed of owner(s) of Lot(s) other than the Developer.

So long as the Developer (or its corporate successor as the assignee of Developer) holds for sale in the ordinary course of business six (6) or more Lots within Deep Creek Plantation, or 5% of total lots in all phases if Deep Creek Plantation is enlarged or additional properties are annexed, Developer shall be entitled to elect at least one (1) member of the Board of Directors. The Board of Directors will be elected by vote of the combined Class A and Class B Members, so long as the Class B membership shall exist. Directors will be elected based on a majority of the votes cast from Members eligible to vote at a duly called and noticed meeting. There shall be at each annual meeting of DCPOA an election of directors. Directors may serve successive annual terms without limitation.

Unless contrary provisions are made by law, each director's term of office shall be for three (3) years and at the organizational meeting, the term of each director shall be determined by lot. All directors shall continue in office until their successors are duly elected and installed.

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A majority of the directors currently serving as such shall constitute a quorum at meetings of the Board. The decision of a majority of the directors present at a meeting at which a quorum is present shall be sufficient to authorize any action on behalf of the Board. Each director shall be entitled to one (1) vote on every matter presented to the Board.

Any meeting of the Board of Directors of DCPOA may be held within or outside of the State of Florida.

The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting.

The Board of Directors may adopt emergency bylaws and exercise, or authorize the exercise of such emergency powers as may be specified in such emergency bylaws, to manage DCPOA in the event of catastrophic event(s).

#### ARTICLE IX DISSOLUTION

DCPOA may only be dissolved with the assent given in writing and signed by the affirmative vote of not less than eighty-five percent (85%) of the votes of the Class A Members, and, if and as applicable, the concurring unanimous affirmative vote of the Class B Members. No voluntary dissolution or liquidation of DCPOA may be undertaken unless and until the responsibility for the operation and maintenance of the surface water or stormwater management system is properly transferred to and accepted for maintenance and management by an entity with jurisdiction over Deep Creek Plantation which would comply with Section 40C-42.027, F.A.C. (2006) and be approved by the St. Johns River Water Management District.

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## ARTICLE X INCORPORATOR

The name and address of the subscribing incorporator to the Articles of Incorporation is:

James L. Shroads  
Attorney At Law  
914 Atlantic Avenue, Suite 2E  
Fernandina Beach, Florida 32034

## ARTICLE XI INDEMNIFICATION

Upon such reasonable terms and procedures as may be set forth in the Bylaws or by action of the Board of Directors, every director and every officer of DCPOA, unless disqualified by reason of Section 617.0831 Florida Statutes (2006) or by otherwise applicable law, shall be indemnified by DCPOA against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a part or in which he or she may become involved by reason of his or her being or having been a director or officer of DCPOA, whether or not he or she is a director or officer at the time such expenses are incurred, except when the director or officer is guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of DCPOA. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## ARTICLE XII REGISTERED OFFICE

The address of DCPOA's initial registered office is:

914 Atlantic Avenue, Suite 2E  
Fernandina Beach, Florida 32034

The name of DCPOA's initial registered agent at the above address is:

James L. Shroads, Attorney At Law

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ARTICLE XIII  
BYLAWS

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

ARTICLE XIV  
AMENDMENTS

Amendments to these Articles may be made and adopted upon the following conditions:

1. A resolution of the Board of Directors shall specify the form of the proposed amendment and notice of the consideration and vote for or against the proposed amendment shall be included in the notice of the members' meeting which shall consider the amendment. The meeting may be the annual meeting or a special meeting.
2. There is an affirmative vote of sixty-six percent (66%) of the votes of the Class A Members together with, if applicable, one-hundred percent (100%) of the Class B Member votes of DCPOA.
3. Any proposal to amend the class or subclass membership structure and voting by subclasses to elect directors shall require the affirmative vote of ninety percent (90%) of the votes of the Class A Members, but may not eliminate the entitlement of the Developer to elect at least one (1) director in accordance with Article VIII where the Developer holds for sale in the ordinary course of business 5% or more of the total lots within all phases of Deep Creek Plantation.

WHEREFORE, the incorporator has caused these presents to be executed this 28<sup>th</sup> day of February, 2007.



James L. Shroads, Incorporator

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**DESIGNATION AND ACCEPTANCE OF REGISTERED AGENT**

Corporation: Deep Creek Plantation Owners Association, Inc.,  
a Florida not-for-profit corporation

Principal Office: 5345 Ortega Boulevard, Suite 7  
Jacksonville, FL 32210

Registered Office: 914 Atlantic Avenue, Suite 2E  
Fernandina Beach, FL 32034

Having been named to accept service of process for Deep Creek Plantation Owners Association, Inc., at the registered office designated in the Articles of Incorporation, the undersigned is familiar with and accepts the obligations of that position.



James L. Shroads

Date: 02/28/2007

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