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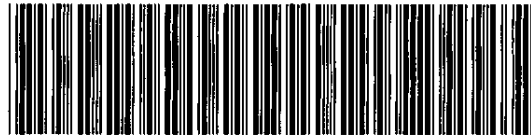
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2007 SEP 18 P 1:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

9-19-07  
2007

## COVER LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** HILLSDALE HOMEOWNERS ASSOCIATION INC.  
(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the Articles of Incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☒ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

**FROM:** JUDITH BRIZENDINE  
Name (Printed or typed)

3674 BEACH BLVD. SUITE 1A  
Address

JACKSONVILLE, FL 32207  
City, State & Zip

904 306-9650  
Daytime Telephone number

**NOTE: Please provide the original and one copy of the articles.**

ARTICLES OF INCORPORATION

Of

HILLSDALE HOMEOWNERS ASSOCIATION INC.

FILED  
2007 SEP 18 P 1:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, *Florida Statutes*, and pursuant to the following provisions ("these Articles");

**ARTICLE I**  
**NAME**

The name of the corporation shall be HILLSDALE HOMEOWNERS ASSOCIATION INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

**ARTICLE II**  
**DURATION**

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of the Articles with the Florida Department of State.

**ARTICLE III**  
**DEFINITIONS**

The following words shall have the definitions set forth below for purposes of these Articles:

a. "The Property" shall mean and refer to the HILLSDALE Property, together with such Additional Properties as may be annexed thereto, and submitted hereunder from time to time under the provisions of Article II of the Master Declarations, if or when annexed.

b. "Additional Property" shall mean and refer to those real properties, together with any improvements thereon, other than the HILLSDALE Property, which are made subject to the Master Declaration under the provisions of Article II thereof.

c. "Association" shall mean and refer to HILLSDALE HOMEOWNERS ASSOCIATION INC., a Florida corporation not for profit, or its successors and assigns.

d. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvements of any landscape and drainage easements or buffer areas as shown on the Plat(s) of the Property, or any Surface Water or Storm Water Management System(s) on the Property, all as may be found to be necessary and appropriate by

the Board of Directors of the Association pursuant to the Master Declarations, the By-Laws, and these Articles of Incorporation of the Association.

e. **"Common Property"** shall mean and refer to any real property and any improvements located thereon, and any personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. **"Common Property"** includes, without limitation, any platted parcel, or party thereof, which is part of the Property and which is designated on the plat for ownership and maintenance by the Association or as **"Common Area"** or as a **"Common Open Space Easement"** or as a **"Drainage Easement"** or as a **"Drainage Retention Area"** or as a **"Conservation Area"** or as a **"Conservation Area Easement"** or as a road right-of-way or which is a Surface Water or Storm Water Management System.

f. **"Conservation Area" or "Conservation Easement Area"** shall mean and refer to all such property so described in the legal description attached hereto as Exhibit "A". The Declarant hereby reserves LAB INVESTMENTS, INC. the right to add lands to the Conservation Easement Area.

g. **"Declarant"** shall mean and refer to LAB INVESTMENTS, INC., and its successors and/or assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

h. **"Lot"** shall mean a Lot (zoned for a single-family residence) shown on any Subdivision Plat(s) of land within the Property.

i. **"Member"** shall mean and refer to each Owner who is a Member of the Association.

j. **"Owner"** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot included in the Property (other than the Association), or included in Additional Properties; but notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single owner for each lot owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

k. **"HILLSDALE PROPERTY"** shall mean and refer to the real property described on Exhibit "A" attached to the Master Declarations.

l. **"Supplemental Declaration"** shall mean and refer to any declaration of covenants and restrictions executed by the Declarant, and by the owner of the affected lands if same are not owned by Declarant, which extends the provisions of the Master Declarations to Additional Property.

m. **"Surface Water or Storm Water Management System"** shall mean 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, over drainage, environmental degradation, and water pollution or otherwise affect the quantity of discharges.

#### **ARTICLE IV** **PRINCIPAL OFFICE**

The principal office of the Association is located at 3674 Beach Blvd, Suite 1A, Jacksonville, Florida 32207. The mailing address of the Association is 3674 Beach Blvd, Suite 1A, Jacksonville, Florida 32207.

#### **ARTICLE V** **REGISTERED OFFICE AND AGENT**

Richard P. Briggs whose address is 3674 Beach Blvd, Suite 1A, Jacksonville, Florida 32207, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

#### **ARTICLE VI** **PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is formed to provide for, among other things, the management, improvement, maintenance, operation and care of any Common Property, all ditches, retention or detention areas, drainage systems, Surface Water and Storm Water Management System(s), and Conservation Area(s) or Conservation Easement Area(s), and preservation or conservation areas, wetlands, and wetland mitigation areas which are controlled by the Association. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles or the By-Laws of this Association. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by these Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of any Common Property, the Conservation Area(s) or Conservation Easement Area(s), and the Surface Water or Storm Water Management System(s) within its jurisdiction. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers.

6.1 To fix and make assessments to the Owners of the Real Property, and collect the assessment, as well as any cost of collection including but not limited to reasonable attorneys' fees, by any lawful means.

6.2 To levy and collect adequate assessments for the costs of the care, Maintenance and/or operation of the Conservation Area(s) or Conservation Easement Area(s) and/or Surface Water or Storm Water Management System(s).

6.3 To borrow money if needed to carry out the purpose and works of the Association.

6.4 To use and expend the proceeds of assessments and borrowings in a manner consistent with the purposes for which this Association is formed, i.e. to pay debts and obligations of the Association.

6.5 To maintain, repair, replace, operate, and care for real and personal property, including but without limitation all ditches, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, conservation easement areas, wetlands, wetland mitigation areas which are owned or controlled by the Association or the owners in common in a manner consistent with the permit(s) issued by the St. Johns River Water Management District and applicable District rules and/or local government jurisdiction, and the operation and maintenance plan attached thereto, and shall assist in the enforcement of the Master Declarations of Covenants and Restrictions which relate to the Conservation Area(s) or Conservation Easement Area(s) or the Surface Water and Storm Water Management System(s).

6.6 Purchase and maintain property and/or liability insurance if deemed necessary or desirable by the Directors of the Association.

6.7 To make, amend, impose and enforce by any lawful means, reasonable rules and regulations of the Association property, subject to approval of the St. Johns River Water Management District and/or local government jurisdiction if said approval is so required.

6.8 To do and perform all obligations imposed upon the Association by the Master Declarations or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these Articles, the By-Laws and the Master Declarations.

6.9 To do and perform anything required by these Articles, the By-Laws or the Master Declarations to be done by a lot owner, but if not done by the lot owner in a timely manner, at the expense of such owner.

The foregoing specific duties and responsibilities are not construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon Associations so formed.

## **ARTICLE VII** **MEMBERSHIP**

7.1 Each Owner, including the Declarant, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Real Property giving rise to such membership, and shall not be transferred except upon the transfer of title to said Real Property and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

7.2 Members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership.

7.3 The Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association, as long as Declarant is the Owner of any Lands or the Mortgagee of any Lands in the Property.

7.4 No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy, or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board of the Association; and

c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) day after receipt of such notice to exercise its veto, and

d. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on behalf of a particular Lot, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

Notwithstanding the other provisions contained in these Articles or the Master Declarations to the contrary, until the Declarant relinquishes control of the Association or otherwise allows control to transfer to the directors of the Association, Declarant shall provide at least 30 days written notice to the St. Johns River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the St. Johns River Water Management District and/or

local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

#### **ARTICLE VIII** **BOARD OF DIRECTORS**

8.1 The affairs of the Association shall be managed by a Board of not less than three (3), nor more than five (5) directors who need not be Members. The initial Board shall be comprised of three (3) people. Anything in these Articles to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with the Declarant all Real Property, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles are:

<b><u>Name</u></b>	<b><u>Address</u></b>
RICHARD P. BRIGGS,	3674 BEACH BLVD. SUITE 1A JACKSONVILLE, FL 32207
LORRIE A. BRIGGS,	3674 BEACH BLVD. SUITE 1A JACKSONVILLE, FL 32207
JUDITH G. BRIZENDINE	3674 BEACH BLVD. SUITE 1A JACKSONVILLE, FL 32207

8.2 Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors. All successor directors shall serve for terms of one (1) year each, or until his successor shall have been elected and qualified.

8.3 Notwithstanding the other provisions contained in these Articles to the contrary, until the Declarant relinquishes control of the Association or otherwise allows control to transfer to the directors of the Association, Declarant shall provide at least 30 days written notice to the St. Johns River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the St. Johns River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

#### **ARTICLE IX** **OFFICERS**

The affairs of the Association shall be administered by the officers designated by the Board of Directors. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors.



**ARTICLE X**  
**INDEMNIFICATION**

10.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may be a party or in which he may become involved by the reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

10.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

10.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association, against any liability asserted against him and incurred by him in any such capacity or 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 the Articles.

**ARTICLE XI**  
**BY-LAWS**

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws. Should a conflict exist or arise between any of the provision of the Articles of Incorporation and the provisions of the By-Laws, the provisions of the Articles of Incorporation shall control.

**ARTICLE XII**  
**AMENDMENTS**

Amendments to these Articles of Incorporation and the By-Laws shall be made in the following manner:

12.1 **Resolution.** The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

12.2 **Notice.** Within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

12.3 **Vote.** At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

12.4 **Multiple Amendments.** Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

12.5 **Agreement.** If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 12.1 through 12.3 had been satisfied.

12.6 **Action Without Directors.** The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.

12.7 **Limitations.** No amendment shall make any changes in the qualifications for Members not the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Master Declaration. So long as the Declarant shall own any Lands and/or is a Mortgagee of any Lands within the Property, no amendment shall be made to the Master Declaration or to the Articles or By-Laws of the Association unless such amendment is first approved in writing by the Declarant.

12.8 **Further Limitations.** Amendments to these Articles or the By-Laws which directly or indirectly impact the care, operation and/or maintenance of the Conservation Area(s) or Conservation Easement Area(s) or the Surface Water or Storm Water Management System(s) or related system(s) may be made only after approval by the St. Johns River Water Management District and/or local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the St. Johns River Water Management District and/or local government jurisdiction in effect at the time of application for such modification. Amendments to the Articles or the By-Laws which do not impact the care, operation and/or maintenance of the Conservation Area(s) or Conservation Easement Areas, or the Surface Water or Storm Water Management System or related systems may be made without authorization of the St. Johns River Water Management District and/or local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within 30 days of approval.

12.9 **Filing.** A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Baker County, Florida.

**ARTICLE XIII**  
**SUBSCRIBER**

The name and address of the Subscriber to these Articles of Incorporation is:

**Name**

**Address**

RICHARD P. BRIGGS  
LAB INVESTMENTS, INC.

3674 Beach Blvd. Suite 1A  
Jacksonville, FL 32207

**ARTICLE XIV**  
**ASSESSMENTS**

Each Owner shall pay assessments according to the number of Lots owned.

**ARTICLE XV**  
**DISSOLUTION OF 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 by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE XVI**  
**NON-STOCK CORPORATION**


The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

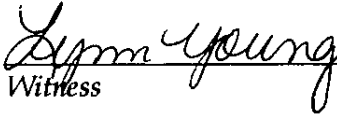
**ARTICLE XVII**  
**INITIAL CONTROL BY DEVELOPER;**  
**CONDITION PRECEDENT TO TRANSFER OF CONTROL**  
**OF AN OWNER'S ASSOCIATION**

Notwithstanding the other provisions contained in these articles to the contrary, LAB INVESTMENTS, INC., a Florida corporation, or its successors and assigns in interest ("Developer"), shall have control of the activities of the Association until the Developer relinquishes that right or ceases to be the owner and/or the mortgagee of any of the lands within the Property. The Developer, prior to relinquishing control of the Association or otherwise allowing control to transfer at least 30 days written notice to the St. Johns River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Developer by permits or authorizations from the St. Johns River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

IN WITNESS WHEREOF, the undersigned Subscriber has caused these presents to be executed as of this 17<sup>th</sup> day of September, 2007.

Signed, sealed and delivered  
in the presence of:

  
Witness

  
Witness

LAB INVESTMENTS, INC.  
a Florida Corporation

By: Richard P. Briggs  
Its: President

FILED  
2007 SEP 18 P 1:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA  
COUNTY OF DUVAL


I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **Richard P. Briggs** as **President of LAB INVESTMENTS, INC.**, a Florida corporation, to me known to be the subscriber described in the foregoing Articles of Incorporation, and having taken an oath, he acknowledged and swore to the execution of the said Article of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 17<sup>TH</sup> day of September, 2007.

  
Notary Public State of Florida

**ACCEPTANCE BY REGISTERED AGENT:**

The undersigned, having been named to act as Registered Agent for the corporation named herein, acknowledges said appointment and agrees to serve in such capacity and perform the duties associated therewith.

  
Richard P. Briggs

