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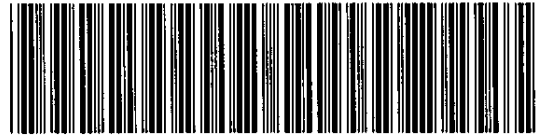
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# CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

PENNINGTON HOMEOWNERS ASSOCIATION, Inc

Signature

Requested by:

Name

Date

Time

- ☒ Art of Inc. File \_\_\_\_\_
- ☐ LTD Partnership File \_\_\_\_\_
- ☐ Foreign Corp. File \_\_\_\_\_
- ☐ L.C. File \_\_\_\_\_
- ☐ Fictitious Name File \_\_\_\_\_
- ☐ Trade/Service Mark \_\_\_\_\_
- ☐ Merger File \_\_\_\_\_
- ☐ Art. of Amend. File \_\_\_\_\_
- ☐ RA Resignation \_\_\_\_\_
- ☐ Dissolution / Withdrawal \_\_\_\_\_
- ☐ Annual Report / Reinstatement \_\_\_\_\_
- ☒ Cert. Copy \_\_\_\_\_
- ☐ Photo Copy \_\_\_\_\_
- ☐ Certificate of Good Standing \_\_\_\_\_
- ☐ Certificate of Status \_\_\_\_\_
- ☐ Certificate of Fictitious Name \_\_\_\_\_
- ☐ Corp Record Search \_\_\_\_\_
- ☐ Officer Search \_\_\_\_\_
- ☐ Fictitious Search \_\_\_\_\_
- ☐ Fictitious Owner Search \_\_\_\_\_
- ☐ Vehicle Search \_\_\_\_\_
- ☐ Driving Record \_\_\_\_\_
- ☐ UCC 1 or 3 File \_\_\_\_\_
- ☐ UCC 11 Search \_\_\_\_\_
- ☐ UCC 11 Retrieval \_\_\_\_\_

**ARTICLES OF INCORPORATION  
OF  
PENNINGTON HOMEOWNERS ASSOCIATION, INC.**

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**ARTICLE I – NAME**

The name of this corporation shall be **PENNINGTON HOMEOWNERS ASSOCIATION, INC.** The Corporation is referred to hereinafter in these Articles as the "corporation" or the "Association."

**ARTICLE II – STATUS**

This corporation shall at all times be a corporation not-for-profit.

**ARTICLE III – DURATION**

The term of existence of the corporation shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall exist in perpetuity.

**ARTICLE IV – PURPOSE**

The corporation is organized for the following purposes:

1. To be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions, and Restrictions for Pennington Trails, Pennington Trails East, and Pennington Oaks (hereinafter the " Declaration") and, where reference is applicable to the Association, the association referred to in any applicable governmental order, permit or agreement (hereinafter "Governmental Document"), as amended from time to time, and to perform all obligations and duties of the Association, as specified therein, in the Bylaws of this Association, and as provided by law.

2. To take title to, operate, administer, manage, lease, and maintain the property, real or personal, tangible or intangible, which is dedicated to or made the responsibility of the Association pursuant to the Declaration, any duly approved supplement or amendment thereto, duly accepted grant, conveyance or dedication, a plat or a Governmental Document in accordance with the terms of and purposes set forth therein.

**ARTICLE V – POWERS**

In addition to all powers provided now or hereafter by law, and without limitation to or restriction by the following enumeration of specific powers, the powers of the Association include:

1. The Association shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles or the Declaration.

2. The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set forth in these Articles, the Declaration, a Governmental Document, and the Bylaws of this Association (all as duly amended or supplemented from time to time), including, without limitation, the following, *provided*, that nothing herein shall limit the Declarant's rights or powers:

2.1 *The Association shall operate, maintain and manage the Surface Water or Storm Water Management system(s) in a manner consistent with the requirements of Suwannee River Water Management District ("District") permit No. ERP06-0474 and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which related to the Surface Water or Storm Water Management System(s).*

2.2 *The Association shall levy and collect adequate assessments against Members for any costs of maintenance and operation of any Surface Water or Stormwater Water Management System(s) for which the Association may be responsible. Any such assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.*

2.3 To own, manage, control, operate, maintain, replace, repair, or improve the common area or any other property for which the Association by rule, regulation, Declaration, contract, or government permit, has a right or duty to provide such services.

2.4 To perform any act required or contemplated to be performed by the Association under the Declaration or a Governmental Document, and to do all acts necessary, appropriate, or advisable in carrying out any purpose of the Association, alone or in association with any other association, corporation, or other entity or agency, public or private.

2.5 To make, levy and collect assessments or other charges to be levied against the Lots and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association.

2.6 To own, manage, control, operate, maintain, replace, repair, or improve the Common Area or any other property for which the Association by rule, regulation, Declaration, contract, or government permit, has a right or duty to provide such services.

2.7 To enforce the Declaration as amended or supplemented to the extent authorized to do so under the Declaration or Bylaws.

2.8 To construct improvements in the Common Area in accordance with the Declaration, and obtain any necessary governmental permits and approvals.

2.9 To engage in activities which foster the common interests of Members.

2.10 To make, establish, amend, and enforce *reasonable* rules, policies, and regulations governing the use of the Property and other assets of the Association.

2.11 To buy or otherwise acquire, sell, dispose of, mortgage, encumber, exchange, lease, hold, use, hypothecate, dedicate, convey, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association.

2.12 To borrow money to acquire real property and construct improvements thereon, and to mortgage such real property and improvements as security for the debt.

2.13 To borrow money for any Association purpose.

2.14 To enter into, make, perform, or enforce contracts of every kind and description, including service contracts which provide for the maintenance, operation and management of the Property, including contracts to employ personnel, retain independent contractors or professionals, and contracts for professional management and the delegation of certain powers and duties of the Association to such professional management.

2.15 To dedicate, sell, transfer, or grant easements in, all or any part of the Common Area to any public agency, authority, community development district, or utility.

2.16 To make improvements and expend monies on lands not owned by the Association, and lands geographically located within the boundaries of the Property, for the primary benefit of the members of the Association.

2.17 To participate in mergers and consolidations with other non-profit property owner associations.

## **ARTICLE VI – MEMBERS**

1. The Association shall be a membership corporation without certificates or shares of stock. There shall be no cumulative voting.

2. The Owner of each Lot subject to the Declaration, and the Declarant, shall be a member of the Association and shall be entitled to vote, except that there shall be no vote for any Lot owned by the Association.

3. The Association shall have two (2) classes of voting membership, as follows:

**3.1 Members Other Than Developer (Class A).** Each Class A Lot shall be entitled to the number of votes per lot as specified in a supplement to the Declaration. Upon the recordation of the deed to a Lot, the Owner of the Lot shall automatically become a Class A Member. To assure receipt of notices and the right to vote, each Owner shall immediately furnish a copy of the Owner's recorded deed to the Association and any Subassociations in which the Owner is a member. When more than one (1) person holds the ownership interest in any Lot all such Owners shall be Class A Members and the vote(s) appurtenant to their Lot shall be cast with respect to any Lot. No fractional votes may be cast. The vote(s) of a corporate Owner shall be cast by an officer of the corporation. If an Owner of a Lot acquires a portion of an adjacent Lot, except as approved in writing by the Association, the vote for such adjacent Lot shall be appurtenant to the portion of the Lot which has the greater or greatest square footage of the re-subdivided Lot.

**3.2 Developer (Class B).** Developer shall be entitled to cast twice the total number of votes that the total number of Class A Members are entitled to cast until Turnover at which time Developer shall have one vote for each Lot it owns. Developer shall have the right in its sole discretion to cast its own votes in any manner that it desires. The Class B Membership shall cease and terminate upon the earlier of (a) the conveyance of Developer of 90% of the Lots in all phases or units of the Pennington Trails, Pennington Trails East, and Pennington Oaks, that will ultimately be operated by the Association after deletion of any Withdrawn Property, or (b) the voluntary termination by Developer of its Class B Membership. From and after the happening of the earlier of these events, the Class B Member shall be deemed to be a Class A Member and shall have the same votes as any other Member for each Lot the Developer owns. As long as the Developer owns at least five (5%) percent of Lots or parcels in all phases of the proposed Pennington Trails, Pennington Trails East, and Pennington Oaks community which are held for sale in the ordinary course of business, Developer shall have the right but not the obligation to appoint one Director.

4. Class A Membership in the Association shall be established by recording in the Public Records of Suwannee County, Florida, a deed or other instrument establishing record title to a Lot subject to the Declaration. As of the moment of recordation, the Owner designated by such instrument thereby becomes a Member of the Association, and the membership of the prior Owner is terminated.

5. The interest of a Member in the funds and assets of the association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot. Said interest is not subject to anticipation, alienation, or the claims of any creditor, or any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered, or reached by any legal or equitable or other process including bankruptcy in satisfaction of any debt or liability, except as an appurtenance to the Lot.

### **ARTICLE VII – BOARD OF DIRECTORS**

The Association shall be managed under the direction of a Board of Directors. The Association shall have three (3) directors initially. The number of Directors may be either increased or decreased from time to time by the Bylaws, but may never be less than the minimum required by statute. Directors need not be Member of the Association. Directors shall serve the terms set forth in the Bylaws, which may provide for staggered terms. The Directors may have the emergency powers enumerated in the Bylaws. The persons whose names appear below are the initial Directors of the Association to serve until their successors are elected or designated and shall qualify:

NAME	ADDRESS
Frederick C. Treadway	4623 Oak Hammock Court Ponce Inlet, FL 32127
Nancy E. Murray	4623 Oak Hammock Court Ponce Inlet, FL 32127

### **ARTICLE VIII – OFFICERS**

The business of the Association shall be managed by officers, the nature, number, and duties of which shall be as determined from time to time by the Bylaws. The persons whose names appear below are appointed Officers of the Association to serve until the first election of officers by the Board of Directors and until their successors are appointed or elected and shall qualify:

President:	Frederick C. Treadway
Vice President:	Frederick C. Treadway
Secretary:	Nancy E. Murray
Treasurer:	Nancy E. Murray

### **ARTICLE IX - INITIAL PRINCIPAL OFFICE**

The initial principal office and mailing address of the corporation shall be 232

Court Street, Live Oak, FL 32064.

#### **ARTICLE X – INITIAL REGISTERED OFFICE AND AGENT**

The initial registered agent of this corporation shall be Daniel J. Webster, whose address is 444 Seabreeze Boulevard, Suite 360, Daytona Beach, FL 32114, and the street address of the initial registered office of this corporation shall be the same.

#### **ARTICLE XI – INDEMNIFICATION**

Without limiting applicable general law, the Association shall indemnify every officer, director, and architectural review committee (ARC) member against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any such officer, director or ARC member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which they are made a party by reason of being or having been such an officer, director, or ARC member, whether or not said individual still holds such capacity at the time such claim is made or expenses incurred. The officers, directors and ARC members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers, directors and ARC members shall have no personal liability with respect to a mistake of judgment, or any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or ARC members may also be Members of the Association), and the Association shall indemnify and forever hold each such officer, director or ARC member free and harmless (including attorney's fees and court costs) against any and all liability to others on account of any such mistake of judgment, contract or commitment, whether or not said individual is still in such capacity at the time such claim is made or expenses incurred. Any right to indemnification to which any officer, director or ARC member, or former officer, director or ARC member, may be entitled by common law, statute or otherwise. The Association shall as a common expense maintain adequate insurance for this purpose, if such insurance is available for a reasonable price. Notwithstanding anything contained herein to the contrary, in instances where an officer, director, or ARC member admits or is adjudged guilty of willful malfeasance in the performance of his or her duties, the indemnification provisions contained herein shall not apply. In suits where willful malfeasance is alleged as a cause of action and the suit is proposed to be settled, the indemnification provisions set forth herein shall not be automatic and shall apply only when the Board of Directors approves their application to the settlement.

#### **ARTICLE XII – INCORPORATOR**

The name and street address of the Incorporator of this Association is as follows:

Name	Address
------	---------



Frederick C. Treadway

4623 Oak Hammock Court  
Ponce Inlet, FL 32127

### **ARTICLE XIII – BYLAWS**

The power to adopt, alter, amend or repeal Bylaws shall be as set forth in the Bylaws. Nothing herein or in the Bylaws shall limit the power of the Board of Directors to adopt Bylaws which make provision for managing the Association during an emergency in accordance with the provisions for same in the Florida Statutes.

### **ARTICLE XIV – AMENDMENT**

1. These Articles may be amended by the following methods:

1.1 The Board 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 Meeting or a Special Meeting. Any number of proposed amendments, may be submitted to the Members and voted upon by them at one meeting. The proposed amendment(s) shall be adopted upon receiving the affirmative vote of at least two-thirds (2/3) of all votes present at the meeting and entitled to vote thereon.

1.2 An amendment may be adopted by a written statement in lieu of a meeting, signed by all Directors, all Members entitled to vote at meetings of the Members, and Declarant setting forth their intention that an amendment to these articles be adopted.

2. No amendment shall be in conflict with the Declaration.

3. There shall be no amendment to these Articles which in the judgment of the Declarant might abridge, impair dilute, amend or alter the rights of the Declarant.

### **ARTICLE XV – DEFINITIONS**

All capitalized terms which are defined in the Declaration of Covenants, Conditions, and Restrictions for Pennington Trails, Pennington Trails East, and Pennington Oaks are used herein with the same intended meaning as defined in said Declaration.

### **ARTICLE XVI – GENERAL**

1. The Association shall make no distributions of income to its directors or officers, except to the extent that any of them are Owners when a distribution is made to

all Owners, or for the purpose of reimbursing actual expenses. This shall not prohibit the payment of a salary to an officer as may be provided from time to time in the Bylaws.

2. The Association is a Homeowners Association as defined in Florida Statute, Chapter 720, and not a cooperative association or condominium association.

3. These Articles are written in American English, and American English shall be the language employed to construe these Articles and resolve any conflict or unclarity herein.

4. The headings above the various Articles herein are to make it easier to locate the subject matter covered by various provisions, and are not to be used in construing these articles or ascertaining the intentions of the parties.

5. The use of the singular includes the plural, and the use of one gender includes the other and the neuter, wherever necessary to effectuate the intent of these Articles.

6. Should any provision of these Articles be, become, or be declared invalid, unenforceable, or illegal, the remaining provisions shall be and continue in full force and effect, and the invalid, unenforceable or illegal provision shall be construed to the maximum extent possible to effectuate its intent and the intent of the rest of the articles. In the event a provision is invalid, illegal, or unenforceable, under law at any given time, it shall not be permanently stricken but rather shall be suspended, and in the event that a later change in the law makes that provision valid, legal or enforceable, then that provision automatically come back into full force and effect contemporaneously with said change in the law.

7. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water management system must be transferred to and accepted by an entity which would comply with sections 40B-4.2035, F.A.C., and be approved by the Suwannee River Water Management District prior to such termination, dissolution or liquidation.

8. *Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.*

**IN WITNESS WHEREOF**, the undersigned subscriber has executed these Articles of Incorporation on FEBRUARY 18 2008.

  
Frederick C. Treadway  
Incorporator

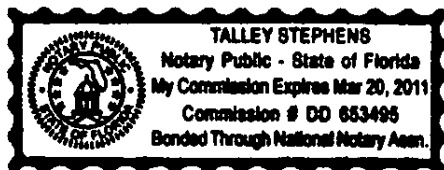
**STATE OF FLORIDA  
COUNTY OF SUWANNEE**

I HEREBY CERTIFY that on this day before me personally appeared Frederick C. Treadway, to me personally known to be the person described in and who executed the foregoing Articles of Incorporation, and who being placed under oath sworn and acknowledged before me that Affiant executed the same as Affiant's free act and deed for the purposes set forth therein.

IN WITNESS WHEREOF I have set my hand and official seal in the place aforesaid this 18th day of February, 2008.

[Notary Seal must be affixed]

Talley Stephens  
Signature of Notary



Talley Stephens  
Name of notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal) \_\_\_\_\_  
My commission Expires (if not legible on seal): \_\_\_\_\_

☒ Personally Known.  
☐ Produced a current Florida driver's license as identification.  
☐ Type of Identification Produced \_\_\_\_\_

**ACCEPTANCE OF REGISTERED AGENT**

**BEFORE ME**, the undersigned authority duly authorized in this jurisdiction to administer oaths, this day personally appeared Daniel J. Webster (hereinafter "Affiant") who, after being duly sworn, deposes, makes oath and says:

1. The Affiant accepts the designation as registered agent of Pennington Homeowners Association, Inc., as set forth herein above;
2. The Affiant's street address as said registered agent is 444 Seabreeze Boulevard, Suite 360, Daytona Beach, FL 32114.

Daniel J. Webster  
Daniel J. Webster

STATE OF FLORIDA  
COUNTY OF VOLUSIA

**BEFORE ME**, the undersigned authority, this day, personally appeared Daniel J. Webster, to me personally known to be the person described in and who executed the foregoing instrument and who acknowledged to and before me that she executed said instrument for the purposes therein expressed.

**WITNESS MY HAND** and official seal in the place aforesaid, this 19th day of February, 2008.

[Notary Seal must be affixed]

  
Signature of Notary  
**Carol H. Smith**

Name of notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal):

My commission Expires (if not legible on seal):

  
Personally known.  
Produced a current Florida driver's license as identification.  
Type of Identification Produced \_\_\_\_\_

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TALLAHASSEE, FLORIDA