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RSA TOWER ■ 11 NORTH WATER STREET, SUITE 30200 ■ MOBILE, ALABAMA 36602 ■ (251) 432-5511
Post Office Box 123 ■ Mobile, Alabama 36601 ■ Facsimile: (251) 694-6375

April 8, 2014

VIA FEDERAL EXPRESS

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: *Amended and Restated Articles of Incorporation for Fanning Bayou Owners Association, Inc.*

Dear Amendment Section:

Enclosed please find the original and one copy of the Amended and Restated Articles of Incorporation for Fanning Bayou Owners Association, Inc. and our firm's check in the amount of \$43.75 to cover the filing fee and a certified copy fee. Please return the certified copy of the Amended and Restated Articles of Incorporation to me in the FedEx envelope provided for your convenience.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Nancy L. Payne
Paralegal

/nlp

Enclosures

M#212029
1878186_1

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Fanning Bayou Owners Association, Inc.

DOCUMENT NUMBER: N14000002322

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Nancy Payne

(Name of Contact Person)

Hand Arendall LLC

(Firm/ Company)

11 North Water Street, Suite 30200

(Address)

Mobile, Alabama 36602

(City/ State and Zip Code)

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Nancy Payne

(Name of Contact Person)

at (251)

694-6371

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input checked="" type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed) |
|--|--|--|--|

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

This Instrument Prepared By:
HAND ARENDALL LLC
Post Office Box 123
Mobile, Alabama 36601
(251) 432-5511

FILED
14 APR -9 PM 12:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA:
COUNTY OF BAY:

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
FANNING BAYOU OWNERS ASSOCIATION INC.

A NONPROFIT CORPORATION
UNDER THE LAWS OF THE STATE OF FLORIDA

ON MARCH 7, 2014, ARTICLES OF INCORPORATION FOR FANNING BAYOU OWNERS ASSOCIATION INC., A NONPROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA (THE "ASSOCIATION"), WAS FILED WITH THE FLORIDA DEPARTMENT OF STATE (THE "ORIGINAL ARTICLES OF INCORPORATION"). THE ASSOCIATION DESIRES TO AMEND AND RESTATE THE ARTICLE OF INCORPORATION FOR FANNING BAYOU OWNERS ASSOCIATION INC., AS FILED WITH THE FLORIDA DEPARTMENT OF STATE, IN COMPLIANCE WITH CHAPTER 617 OF THE FLORIDA STATUTES.

ITEM ONE

The name of the Association is "Fanning Bayou Owners Association Inc."

ITEM TWO

The Original Articles of Incorporation are hereby amended and restated in accordance with Chapter 617 of the Florida Statutes by deleting the entire text of the Original Articles of Incorporation and replacing it, in its entirety, with the following Articles I through XIII:

ARTICLE I
NAME

The name of the Association shall be Fanning Bayou Owners Association Inc. (hereinafter referred to as the "Association").

ARTICLE II
PERIOD OF DURATION

The period of duration of the Association shall be perpetual unless terminated according to the terms of these Articles.

ARTICLE III
PURPOSE

The purposes for which the Association is organized are:

1. To furnish all services reasonably necessary, for the health, comfort, safety, welfare and enjoyment of the lot owners of the proposed subdivision to be known as Fanning Bayou Phase 1 Subdivision and any Additional Property (as that term is defined in the Declaration) that is annexed into the subdivision (the "Subdivision") and made subject to the Declaration, in accordance with the terms of the Declaration.
2. To own, manage and control all of the common areas and improvements thereon located within the exterior boundaries of the Subdivision which are intended to be devoted to the common use and enjoyment of the owners of lots in the Subdivision, including, but not by way of limitation, the maintenance of private easements or roads, any decorative fences, street islands and any detention pond for storm water drainage.
3. To administer, enforce and otherwise act in accordance with that certain Declaration of Conditions, Covenants and Restrictions of Fanning Bayou Subdivision executed by Declarant (hereinafter defined) and recorded in the office of the Clerk of the Circuit Court of Bay County, Florida, as may be amended from time to time (the "Declaration"), to the extent provided in the Declaration.
4. To assess, collect and direct the proper disbursement of the lot owners' pro rata shares of the costs and expenses incurred in the carrying out of said purposes in accordance with these Articles, the Bylaws for the Association and the rules and regulations of the Subdivision and the Declaration.

ARTICLE IV
GENERAL POWERS

The powers of the Association are as follows:

1. The Association shall have the power to own, accept, acquire, mortgage and dispose of real and personal property, and to obtain, invest and retain funds, in advancing the purposes stated in Article III above.

2. The Association shall have the power to transact all business being not for profit consistent with the purposes for which this Association is organized and to protect the lawful rights and interests of its members in connection therewith.

3. The Association shall have all powers granted to it in Florida Statutes, as amended, including those powers granted to nonprofit corporations in Title XXXVI, Chapter 617, Florida Statutes, as amended.

ARTICLE V
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator herein are as follows:

D.R. HORTON, INC.
2942 US Highway 98 W
Santa Rosa Beach, FL 32459

ARTICLE VI
ADDRESS OF INITIAL PRINCIPAL OFFICE

The address of the initial principal office is as follows:

2942 US Highway 98 W
Santa Rosa Beach, FL 32459

ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS

There shall be only one (1) class of membership. The members of the Association shall be all of the record owners of platted lots within the Subdivision. Membership in the Association shall be established by recordation in the records of the Office of the Clerk of Bay County, Florida, a deed of conveyance transferring record title to a platted lot in the Subdivision and the delivery to the Association of an executed true copy of said deed. The owner designated by such instrument shall thereby automatically become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot in the Subdivision, and shall cease as to any owner upon transfer of title from such owner to another owner.

Each member shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot all such persons shall be

members. The vote for such lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to any single lot.

ARTICLE VIII NONPROFIT CORPORATION

The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its members. The members of the Association shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to members of the Association under these Articles, the Bylaws of the Association or the Declaration. The purposes of the Association shall be served without pecuniary profit to any director or member of the Association.

ARTICLE IX NAME AND ADDRESS OF INITIAL REGISTERED AGENT

The name of the initial registered agent of the Association and the address of the initial registered office of the Association are as follows:

D.R. HORTON, INC.
2942 US Highway 98 W
Santa Rosa Beach, FL 32459

The initial registered agent's written acceptance of appointment as a registered agent as required by s. 617.0501 of the Florida Statutes is attached hereto as Exhibit "A".

ARTICLE X BOARD OF DIRECTORS

Except as provided herein, the affairs of the Association shall be managed by a Board of Directors. Notwithstanding anything contained in these Articles, the Bylaws of the Association, or the Declaration to the contrary, until Turnover, D.R. Horton, Inc., a Delaware corporation (the "Declarant"), in its sole and absolute discretion, shall have the sole and exclusive right to (1) appoint all of the members of the Board of Directors of the Association (subject to the rights of members other than the Declarant to elect at least one member of the Board of Directors under Section 720.307(2) of the Florida Statutes); (2) appoint all of the officers of the Association; (3) remove and replace any members of the Board of Directors of the Association; (4) appoint the members of the Architectural Review Committee ("ARC") of the Association as defined in and in accordance with the Bylaws; (5) amend these Articles and the Bylaws of the Association; and (6) take all other action on behalf of the Association and vote on all other matters required

to be voted on or approved by the members of the Association. "Turnover" has the meaning set forth in the Declaration. Upon Turnover, the then-current members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in the Declaration and the Bylaws of the Association.

The initial Board of Directors of the Association shall be composed of three (3) directors, none of which must be a member of the Association. The names and addresses of the initial three (3) Directors of the Association are as follows:

	NAME:	ADDRESS:
1.	Jeff A. Marzello	2942 US Highway 98 W Santa Rosa Beach, FL 32459
2.	Christopher W. Porter	2942 US Highway 98 W Santa Rosa Beach, FL 32459
3.	Rachel S. DeQuattro	25366 Profit Drive Daphne, AL 36526

Within sixty (60) days after Turnover, Declarant shall call a meeting of the Members for the purposes of (i) transitioning control of the Association to the Members, (ii) electing new directors to the Board, and (iii) electing new members of the ARC. After Turnover, all Directors must be members of the Association, or representatives of entities that are members of the Association, the number of directors shall be as set forth in the Bylaws and the members of the Association shall have the right to elect the Board of Directors as provided in the Bylaws. The number of directors may be changed by amendment of the Bylaws of the Association. The initial Bylaws of the Association shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors of the Association.

ARTICLE XI **INDEMNIFICATION**

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding, if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence

or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association may be entitled.

The directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the subdivision. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which one (1) or more of the directors of the Association is a director or officer or is pecuniarily or otherwise interested, shall be either void or voidable for such reason or because such director or directors are present at the meeting of the Board of Directors or any of the committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraph exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

(b) The fact of the common directorate or interest is disclosed or known to the members or a majority thereof and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; and

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other Association or not so interested.

ARTICLE XII ASSESSMENTS

1. To provide the total sum necessary for the insurance, reserve fund for replacements, maintenance and operation of the common areas and improvements within the Subdivision, each member for each lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each member for each lot owned shall be equal to a fraction, the numerator of which shall be the number of lots owned by such lot owner and the denominator of which shall be the total number of lots in the Subdivision, and which the quotient of such fraction shall be multiplied by the total sum necessary for such purposes. The total number of lots in the Subdivision may be increased from time-to-time by the Declarant in its sole and absolute discretion so long as the Declarant continues to have the right to add additional property to the Subdivision in accordance with the terms of the Declaration.

2. The amount of assessment against each member as provided under the paragraph immediately above, shall be assessed by the Association as a lien as provided in the Declaration.

3. In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments for the purposes and in the manner set forth in the Declaration, as the same may be amended from time to time.

4. Each assessment shall be assessed and shall be due and payable as provided in the Declaration and the Bylaws, and upon default or payment within such period of time, the assessment shall be a lien against each lot owned by the defaulting member and against that undivided portion of the common area owned by the defaulting member, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Florida and to take any other actions for collection from the defaulting party or parties. Any such lien against a lot or against the common area shall be subordinate to a recorded first mortgage covering such lot.

5. Both annual and special assessments shall be collected in the time and manner specified in the Declaration or as otherwise directed by the Association's directors.

ARTICLE XIII MISCELLANEOUS

1. Amendment. Until Turnover, these Articles may be amended at any time and from time to time by Declarant, without the consent or approval of any of the other members of the Association. After Turnover, these Articles may be amended, subject to the terms and provisions of the Declaration, by the

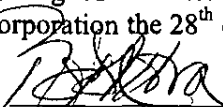
affirmative vote or at least sixty-seven percent (67%) of the total voting interests of all members of the Association. All amendments to the Articles become effective only upon being placed of record in the Office of the Clerk of the Circuit Court of Bay County, Florida.

2. Incorporation by Reference. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Declaration, then the provisions of the Declaration shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Association Bylaws, then the provisions of these Articles shall at all times control.

ITEM THREE

These Amended and Restated Articles of Incorporation have been made, adopted and approved as of the 28th day of March, 2014, by unanimous written consent of the Board of Directors and the sole Member of the Association in accordance with Fla. Stat. 617.0701. The number of votes cast for the amendment was sufficient for approval.

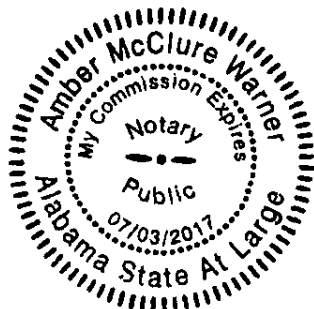
IN WITNESS WHEREOF, the undersigned Director of the Association has executed these Amended and Restated Articles of Incorporation the 28th day of March, 2014.


Rachel S. DeQuattro, Director

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me this 28th day of March, 2014, by Rachel S. DeQuattro, as the Assistant Secretary for D.R. Horton, Inc., a Delaware corporation, who is () personally known to me or () produced 28th as identification.

[SEAL]





Notary Public Signature
Amber McClure Warner
Notary Public Printed Name

EXHIBIT "A"
Acceptance of Appointment as Registered Agent

D.R. Horton, Inc. hereby accepts the appointment as registered agent for Fanning Bayou Owners Association Inc. and agrees to act in this capacity. D.R. Horton, Inc. further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties, and is familiar with and accepts on behalf of D.R. Horton, Inc. the obligation of its position as registered agent.

D.R. HORTON, INC.

By: 

Name: Jennifer Roschius

As its: Division Attorney