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a/bcm

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SAUER
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Pensacola, Florida 32502
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Jeffrey T. Sauer
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G. Thomas Smith, retired

Jeffrey T. Sauer
Board Certified Real Estate Attorney

August 19, 2014

Secretary of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

RE: Huntington Creek Community Association, Inc.

Dear Sir or Madam:

Enclosed please find the signed original and a copy of the Articles of Incorporation relative to the above. Also enclosed is a check in the amount of \$70.00 representing the filing fee. Please file the original and return a date-stamped copy to me as evidence of filing.

Should you have any questions or need additional information, please do not hesitate to call.

Sincerely,



Deborah Pollock
Legal Assistant

dmp
Enclosures

**ARTICLES OF INCORPORATION
OF
HUNTINGTON CREEK COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)**

In compliance with the requirements on the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is HUNTINGTON CREEK COMMUNITY ASSOCIATION, INC. ("**Association**").
2. Principal Office. The principal office of the Association is 510 East Zaragoza Street, Pensacola, FL 32502, or such other location as shall be designated by the Board of Directors.
3. Registered Office – Registered Agent. The street address of the Registered Office of the Association is 510 East Zaragoza Street, Pensacola, FL 32502. The name of the Registered Agent of the Association is: Jeffrey T. Sauer.
4. Definitions. A declaration entitled Declarations of Restrictions and Covenants for Huntington Creek (the "**Declaration**") will be recorded in the Public Records of Escambia County, Florida, and shall govern all of the operations of a community to be known as Huntington Creek. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; and (d) promote the health, safety and welfare of the Owners.
6. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors or Officers.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
 - 7.1. To perform all the duties and obligations of the Association set forth in the Declaration and By-Laws, as herein provided.
 - 7.2. To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Huntington Creek.
 - 7.3. To operate and maintain the Surface Water Management System as required by the Permit and Declaration, including the lake and mitigation areas.
 - 7.4. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

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- 7.5. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association and establish Reserves for deferred maintenance or capital expenditures.
- 7.6. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.
- 7.7. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.
- 7.8. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, Huntington Creek to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.
- 7.9. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.
- 7.10. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Huntington Creek, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.
- 7.11. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.
- 7.12. To employ personnel and retain independent contractors to contract for management of the Association, Huntington Creek and the Common Area as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.
- 7.13. To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas and Huntington Creek as provided in the Declaration such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.
- 7.14. To establish committees and delegate certain of its functions to those committees.
- 7.15. To sue and be sued.
8. Voting Rights. Owners and Declarant shall have the voting rights set forth in the By-Laws.
9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than seven (7) members. The initial number of directors shall

be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for staggered terms of three (3) years each, expiring on the date of the annual meeting three (3) years from the annual meeting at which the Director was elected. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME

ADDRESS

- | | |
|-----------------|--|
| 1. Fred Hemmer | 1. 7540 Sunshine Skyway, Lane South, Unit P-10, St. Petersburg, FL 33711 |
| 2. Chad Horne | 2. 289 Bayside Drive, Clearwater, FL 33767 |
| 3. Chris Hemmer | 3. 7540 Sunshine Skyway, Lane South, Unit P-10, St. Petersburg, FL 33711 |

10. Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the District prior to such termination, dissolution or liquidation.

11. Duration. The Association shall exist in perpetuity. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provisions herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover Date, the Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with (i) the approval of two-thirds (66 2/3%) of the Board and (ii) seventy-five percent (75%) of all the votes (in person or by proxy) at a duly called meeting of the Members in which a quorum is present. For purposes of amending these Articles, a quorum shall constitute thirty (30) percent of Voting Interests of the Association. In addition, the Board shall have the power

to unilaterally amend these Articles to bring any provisions herein into compliance with any governmental or quasi-governmental statute, rule, regulation, or requirement, or judicial ruling. To the extent legally required, each Owner shall be deemed to have granted to the Association an irrevocable power of attorney, coupled with an interest, for this purpose.

13. Limitations.

13.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.

13.3. By-Laws. These Articles shall control over any provision that conflicts with the By-Laws. The By-Laws shall control over any provision that conflicts with any Rule or Regulation.

14. Incorporator. The name and address of the Incorporator of this corporation is:
Fred Hemmer, 7540 Sunshine Skyway, Lane South, Unit P-10, St. Petersburg, FL 33711.

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names of the Officers who shall serve until their successors are elected by the Board are as follows:

President: Fred Hemmer

Vice President: Chad Horne

Secretary: Fred Hemmer

Treasurer: Chris Hemmer

16. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between the Association and any other corporation, partnership, the Association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No

Director or Officer of the Association shall incur liability by reason of the fact that such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 18th day of August, 2014.

WITNESS:

Lori Shipman
Print name: Lori Shipman

Fred Hemmer
Fred Hemmer, Incorporator

Jeffrey T. Sauer
Print name: JEFFREY T. SAUER

STATE OF FLORIDA)
) SS.:
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 18th day of August, 2014 by Fred Hemmer who (☒) is personally known to me or () presented _____ as identification.

My commission expires:



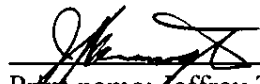
JEFFREY T. SAUER
MY COMMISSION # FF 030014
EXPIRES: August 14, 2017
Bonded Thru Budget Notary Services

Jeffrey T. Sauer
NOTARY PUBLIC, State of Florida at Large

ACCEPTANCE BY REGISTERED AGENT

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

Dated this 18TH day of August, 2014.



Print name: Jeffrey T. Sauer