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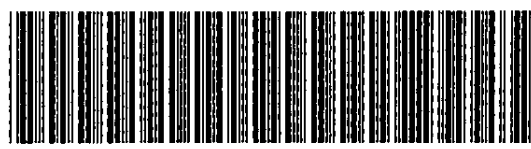
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SECRETARY OF STATE
HALLMARK, TEXAS

10/7/14

COVER LETTER

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

SUBJECT: Countryway Town Square Owners' 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: Patrice Boyes, Esq.
Name (Printed or typed)

414 SW 140th Terrace Suite 100
Address

Newberry, Florida 32669
City, State & Zip

(352) 372-2684
Daytime Telephone number

pboyes@boyeslaw.com
E-mail address: (to be used for future annual report notification)

FILED
14 OCT -3 PM 2:59
STATE OF FLORIDA
TALLAHASSEE

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

**ARTICLES OF INCORPORATION
OF COUNTRYWAY TOWN SQUARE OWNERS' ASSOCIATION, INC.**

A FLORIDA NOT FOR PROFIT CORPORATION

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

ARTICLE I

NAME & ADDRESS

The name of the Corporation shall be **COUNTRYWAY TOWN SQUARE OWNERS' ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association". The street and mailing address of the corporation is 5820 SE CR 337, Newberry, FL 32669.

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 these 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. **"Additional Property"** shall mean and refer to those real properties, together with any improvements thereon, other than **Countryway Town Square**, which are made subject to the Master Declaration for **Countryway Town Square** under the provisions of Article II thereof.
- b. **"Association"** shall mean and refer to **Countryway Town Square Owners' Association, Inc.**, a Florida corporation not for profit, or its successors and assigns.
- c. **"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 improvement of any Common Property, and including any reserves established by the Association, all as may be found to be necessary and appropriate by

the Board of Directors of the Association pursuant to the Master Declaration, the Bylaws, and the Articles of Incorporation of the Association.

d. **“Common Property”** shall mean and refer to all real property and any improvements located thereon, and all 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.

e. **“The Declarant”** shall mean and refer to **Norfleet-Green Development II, LLC**, a Florida limited liability company, and its successors and 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.

f. **“Development Plan”** shall mean and refer to the non-binding, general scheme of intended uses of the property included in the **Newberry Town Center PD**, as approved by the Newberry City Commission, Newberry, Florida, as amended from time to time, and as depicted on **Exhibit “A”** and such future property and phases as may be added from time to time.

g. **“Member”** shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2 of the Master Declaration, and also, to each Owner which may also be a Member of said Association created pursuant to the terms of any Supplemental Declaration.

h. **“Unit” and /or “Lot”** shall mean and refer to each separately described portion of the Property which is intended to be occupied as an office, retail or residential building, or for other permitted building uses, whether said site has constructed on it an office, retail residential building, or other permitted building use, or not. Such a Unit may or may not occupy all of the Lot on which it is constructed. Any portion of the Lot that is not used for construction, and is not part of the Common Property, shall be referred to as the Owner's Lot. “Unit” shall include in its meaning any interest in real property appurtenant to the ownership of the “Unit”.

i. **“The Property”** shall mean and refer to **Countryway Town Square**, 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 Declaration, if and when annexed.

j. **“Owner”** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Unit or Lot included in the Property (other than the Association); 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 proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Unit or Lot owned by it, irrespective of whether such

ownership is joint, in common or tenancy by the entirety.

k. **"Restricted Common Areas"** shall mean and refer to those areas to be designated by Declarant at such time or times as improvements are placed on any portions of **Countryway Town Square**. Declarant reserves the right to make such designations. Said Restricted Common Areas shall be primarily for the benefit of the Unit to which Restricted Common Areas have been designated. Nothing contained herein shall prohibit the Association or Declarant their successors or assigns from exercising any rights as owners of the Restricted Common Areas in the fulfillment of any duties or obligations contained in the Declaration, Supplemental Declaration, the Articles of Incorporation or the Association Bylaws. There may be additional or specified assessments associated with the use of Restricted Common Areas charged to the Unit using a Restricted Common Area.

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 this Master Declaration to Additional Property.

m. **"Ground floor area capable of development"** shall mean and refer to the portion of the Property authorized and approved for development by the appropriate governmental body. When a multi-story unit is constructed on any Lot, and ownership of the unit is apportioned among more than one party, "ground floor area capable of development" for purposes of association membership and voting rights shall mean that area comprising the ground floor footprint of the improvement.

n. **"Declaration"** shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for **Countryway Town Square**, recorded in the public records of Alachua County, Florida.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property specifically as it pertains to review of plans for consistency with the Declaration, and to promote the recreation, health, safety and welfare of the Owners. 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, the Bylaws, or the Declaration. 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 the Declaration, these Articles and the Bylaws, 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 the Property and Common Property within its jurisdiction. The Association may fix and make assessments and collect the assessment by lawful means, as specified in the Declaration. The Association may borrow money. The Association may use and expend the proceeds of assessment and borrowing in a manner consistent with the purposes for which the Association is formed.

The Association in addition to the foregoing obligations, rights and duties, has been formed to comply with obligations imposed by permits, regulations, authorizations, etc. of regulatory bodies having jurisdiction over the Common Properties. The Association is organized for the purpose of management, maintenance, repair, replacement, operation and care of real and personal property, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association or the owners in common in a manner consistent with the permit or permits issued by the **Suwannee River Water Management District** and the operation and maintenance plan, and to do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local regional state, or federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration.

The Association may purchase and maintain insurance, and may contract for services with others. The Association may enter into easement, access and similar agreements with other owners associations for the orderly maintenance and operation of the entire **Countryway Town Square**.

ARTICLE V

MEMBERSHIP

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 Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel 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.

ARTICLE VI

INITIAL BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board, elected as provided for in the by-laws of the Corporation, 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 lands, 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 the Articles are:

<u>Name</u>	<u>Address</u>
E.D. Norfleet, III	5820 SE CR 337, Newberry, FL 32669
Kristie Norfleet	5820 SE CR 337, Newberry, FL 32669
Phyllis G. Norfleet	2808 NW SR 45, Newberry, FL 32669

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors for staggered terms of two (2) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. All successor directors shall serve for terms of two (2) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

The Declarant, prior to relinquishing control of the association or otherwise allowing control to transfer to the directors of the association, shall provide at least 30 days, written notice to the **Suwannee River Water Management District** that all terms and conditions placed upon the developer by permits or authorization from the **Suwannee River Water Management District** have been satisfied in full and that the transfer is proposed to occur on a specific date.

ARTICLE VII

INITIAL OFFICERS

The officers designated in the Bylaws shall administer the affairs of the Association. The Board of Directors shall elect the officers at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses for the officers who shall serve until the Board of Directors designates their successors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	E.D. Norfleet, III	5820 SE CR 337, Newberry, FL 32669
Vice President	Phyllis G. Norfleet	2808 NW SR 45, Newberry, FL 32669
Secretary-Treasurer	Kristie Norfleet	5820 SE CR 337, Newberry, FL 32669

ARTICLE VIII

INDEMNIFICATION

8.1 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 become involved by reason of his being or having been 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.

8.2 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.

8.3 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 as a director or officer of another 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 these Articles.

ARTICLE IX

BYLAWS

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

ARTICLE X

ADDITIONAL PROPERTY

Additional Property may be added from time to time to **Countryway Town Square** in accordance with the Master Declaration. When made, the additions shall extend the jurisdiction,

functions, duties and membership of the Association to such Additional Property as may be contemplated by the Master Declaration.

The Association and each Member must accept as Members the Owners of all Units, and Lots where the instrument hereafter annexing Additional Property to the jurisdiction of the Association provides that the Owners of the lands and structures located therein are intended to be Members of the Association and that the Association is intended to have jurisdiction over them.

ARTICLE XI

AMENDMENTS

Until such time as Members own ninety percent (90%) of the ground floor area capable of development in **Countryway Town Square**, the Board of Directors may amend these Articles by adopting a resolution setting forth the amendment without any vote of the Members, certifying the amendment to the Secretary of the State of Florida, and recording the amendment in the Public Records of Alachua County, Florida. At such time as members own ninety percent (90%) of the ground floor area capable of development, amendments to these Articles shall be proposed and adopted in the following manner:

11.1 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.

11.2 Within the time and in the manner provided in the Bylaws 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.

11.3 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 all Members entitled to vote thereon.

11.4 Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 If all 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 14.1 through 14.3 had been satisfied.

ARTICLE XII
VOTING RIGHTS

12.1 The Association shall have two (2) classes of voting membership:

a. **Class "A"** Class "A" Members shall be all Owners of Units with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Unit in which they hold the interest required for membership.

b. **Class "B"** The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon execution of this Master Declaration, the Class "B" Members shall be entitled to five (5) votes for each Unit owned by a Class "B" Member. No additional property shall be entitled to votes until such time as it is annexed by Supplemental Declaration; and at such time it shall be entitled to Class "B" votes in the same manner as provided herein. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) When the members holding Class "A" votes constitute ownership of not less than 90% (ninety percent) of the ground floor area capable of development per the Development Plan, as amended from time to time.

(ii) Twenty (20) years from the date of recording this Master Declaration; or

(iii) When, in its discretion, the Declarant so determines.

From and after the happening of anyone of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and cast all Class "B" votes.

12.2 From and after the termination of the Class "B" membership the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class "A", other than those held by the Declarant, ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association, or twenty (20) years after recording this Master Declaration, whichever occurs first.

No action authorized by the Association or the Board of Directors shall become effective, and no action, policy or program shall 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 or 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) days after receipt of such notice to exercise its veto.

12.3 Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed unless a Class "B" vote. 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 the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit 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 Unit, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE XIII

INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation is as follows:

Name

Address

E.D. Norfleet, III

5820 SE CR 337, Newberry, FL 32669

ARTICLE XIV

DISSOLUTION OF ASSOCIATION

Prior to dissolution of this association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which area owned by the association or the owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the **Suwannee River Water Management District** through modification of any and all permits or authorizations issued by the **Suwannee River Water Management District**. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the 1st of October, 2014.

*Signed, sealed and delivered
in the presence of:*

Daphne Mahn
Printed Name: Daphne Mahn

E.D. Norfleet, III
E.D. Norfleet, III, Incorporator

Patrice Boyes
Printed Name: P Boyes

ACKNOWLEDGMENT

**STATE OF FLORIDA
COUNTY OF ALACHUA**

I HEREBY CERTIFY THAT on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared **E.D. Norfleet, III**, to me known to be the Incorporator described in the foregoing Articles of Incorporation, and he acknowledged and swore to the execution of the said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforementioned on this the 1st of October, 2014.



Patrice Boyes
Notary Public State of Florida
My Commission Expires:

ACCEPTANCE OF REGISTERED AGENT

THE UNDERSIGNED, **Patrice Boyes, Esq.**, having been named herein to act as Registered Agent for said corporation, understands the duties of Registered Agent, and herein accepts and agrees to act in this capacity. The street address of the initial registered office is **414 SW 140th Terrace, Newberry, Florida 32669.**

Patrice Boyes, Esq.
Registered Agent

FILED
14 OCT -3 PM 2:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA