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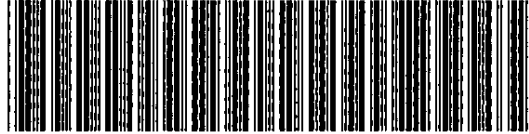
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COVER LETTER

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

SUBJECT: Prestwick Townhomes III at Plantation Bay Property Owners Associations, 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: J. Andrew Hagan
Name (Printed or typed)

2379 Beville Road
Address

Daytona Beach, FL 32119
City, State & Zip

386-236-4113
Daytime Telephone number

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

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

**ARTICLES OF INCORPORATION
OF
PRESTWICK TOWNHOMES III AT PLANTATION BAY
PROPERTY OWNERS ASSOCIATION, INC.
(a Florida corporation not-for-profit)**

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CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

I. NAME AND DEFINITIONS.

The name of this corporation shall be Prestwick Townhomes III at Plantation Bay Property Owners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Prestwick Townhomes III at Plantation Bay to be recorded in the public records of Volusia County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 2379 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects, and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair, and replace the Common Area, including without limitation the structures, landscaping, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to, and accepted by, the Association.

C. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations, and to contribute to such common maintenance interests whether within or without the Property.

D. To provide, purchase, acquire, replace, improve, maintain, operate, and repair such buildings, structures, landscaping, and equipment, and to provide such other services for the benefit of the members of the Association as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

E. To operate without profit for the sole and exclusive benefit of its Members.

F. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions, and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of real or personal property, to enter into, make, perform, or carry out contracts of every kind with any person, firm, corporation, or association (including without limitation contracts for services to provide for operation and routine custodial maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities, and pursuing any and all of the objects and purposes, set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures, and drainage easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association that may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. MEMBERS.

The members ("Members") shall consist of the Developer and each Owner.

VI. VOTING AND ASSESSMENTS.

A. The Association shall have two classes of voting Members. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to the number of votes in the Association computed as follows:

1. Class A. So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

2. Class B. The Class B member is the Developer and is entitled to three (3) votes for each Class A vote. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total number of votes allocated to the Class A members equals the total number of votes allocated to the Class B member; (ii) December 31, 2020; (iii) three months after ninety percent (90%) of the Lots have been conveyed by Developer to members of the Association; or (iv) when the Developer waives in writing the Class B votes and membership.

B. When an Owner who is a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent in the payment of assessments due the Association shall be deemed to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) Directors. The specific number of Directors shall be fixed by the Board of Directors from time to time. Directors need not be Members of the Association and need not be residents of the State of Florida; provided however, no person who is a Member who is not in good standing with the Association shall be eligible to serve as a Director. For so long as it shall own any portion of the Property, the Developer shall have the right to appoint all of the Directors.

B. Elections of members of the Board of Directors shall be by plurality vote. At the first annual election following the Developer's relinquishment of its right to appoint all of the members of the Board of Directors, the terms of office of the two (2) Directors receiving the highest number of votes shall be established at two (2) years. The remaining Director shall serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of each Director so elected or appointed at each annual

election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Greg Brousse
2379 Beville Road
Daytona Beach, FL 32119

Richard Smith
2379 Beville Road
Daytona Beach, FL 32119

Israel Gonzales
2379 Beville Road
Daytona Beach, FL 32119

VIII. **OFFICERS.**

The Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	Richard Smith
Vice President	Greg Brousse
Treasurer/Secretary	Israel Gonzales

IX. **CORPORATE EXISTENCE.**

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

X. **BYLAWS.**

Members Holdi
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11:00 AM 11:00 AM

circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the portion of Property that is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties that at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation,

by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 9th day of March, 2015.

Signed, sealed and delivered
in the presence of:

Joanne Schmieder
Joanne Schmieder
(Print or Type Name)
Teril L. Hansen
TERIL. HANSEN
(Print or Type Name)

J. Andrew Hagan
J. Andrew Hagan
Incorporator

STATE OF Florida }
COUNTY OF Volusia }SS

The foregoing instrument was acknowledged before me this 9th day of March, 2015, by J. Andrew Hagan, the Incorporator of **PRESTWICK TOWNHOMES III AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit, on behalf of the corporation.



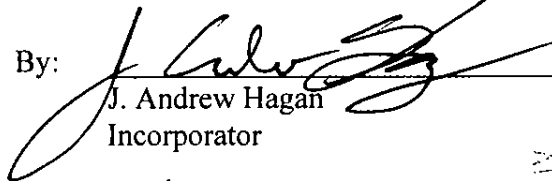
Teril L. Hansen
(Print Name) TERIL L. HANSEN
NOTARY PUBLIC
State of Florida at Large
Commission # EE 162512
My Commission Expires: May 3, 2016
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

PRESTWICK TOWNHOMES III AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2379 BEVILLE ROAD, DAYTONA BEACH, FLORIDA 32119, HAS NAMED J. ANDREW HAGAN, ESQUIRE, WHOSE ADDRESS IS 2379 BEVILLE ROAD, DAYTONA BEACH, FL 32119, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

**PRESTWICK TOWNHOMES III AT PLANTATION
BAY PROPERTY OWNERS ASSOCIATION, INC.**

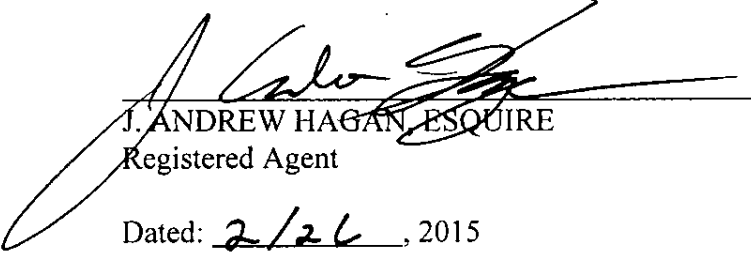
By:


J. Andrew Hagan
Incorporator

Dated: 2/26, 2015

15 MAR 10 PM 1:02
STATE
ATTORNEY GENERAL
TALLAHASSEE, FL 32304

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.



J. ANDREW HAGAN, ESQUIRE
Registered Agent

Dated: 2/26, 2015

15 MAR 10 PM 1:02
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA