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**ARTICLES OF INCORPORATION
OF**

PARKWAY COMMONS NORTH PROPERTY OWNERS ASSOCIATION, INC.

(A Florida not-for-profit corporation)

I. NAME, PRINCIPAL OFFICE & REGISTERED AGENT

(a) The name of this corporation shall be PARKWAY COMMONS NORTH PROPERTY OWNERS ASSOCIATION, INC. (the "Association").

(b) The principal office and mailing address of the Association shall be 960185 Gateway Blvd., Suite 203, Fernandina Beach, Florida 32034.

(c) The name of the registered agent of the Association is Jon C. Lasserre, whose registered office is located at 960185 Gateway Blvd, Suite 203, Fernandina Beach, Florida 32034.

II. PURPOSES

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

(a) To promote the health, safety and welfare of the owners of the Property, as defined in the Declaration of Covenants and Restrictions for Parkway Commons North (the "Declaration") to be recorded in the Public Records of Nassau County, Florida.

(b) To own, maintain, repair and manage the stormwater management system, including the structures and other improvements in and/or benefiting Owners of the Property in a manner consistent with the St. Johns River Water Management District Permit No. _____ for which the obligation to maintain and repair has been delegated and accepted and to cooperate with other property owners responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and other property owners' associations and to contribute to such common maintenance interests whether within or without the Property.

(c) To provide, purchase, acquire, replace, improve, maintain and/or repair such stormwater retention pond and equipment, both real and personal, related to the health, safety and welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate and/or convenient.

(d) To operate without profit for the sole and exclusive benefit of its Members.

(e) To perform all of the functions contemplated of or undertaken by the Association or the Board of Directors in the Declaration described above.

III. 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, by-laws, 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, 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 Articles of Incorporation and not forbidden by the law of the State of Florida.

(e) To own, operate and maintain the Common Area, which includes a stormwater management system as permitted by the St. John's River Water Management District including all lakes, retention areas, culverts and related appurtenances.

(f) To fix assessments to be levied against the Property to defray expenses and costs of effectuating the objects and purposes of the Association, including but not limited to the stormwater management system; to collect such assessments; to create reasonable reserves for such expenditures; and to authorize its Board of Directors to enter into agreements with associations or other property owners' associations for the collection of such assessments.

(g) To charge recipients for services rendered by the Association and the user for use of the Association property where such is deemed appropriate by the Board of Directors.

(h) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

(i) 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 obligation 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.

(j) To sue and be sued and appear and defend in all actions and proceedings in the Association's name to the same extent as a natural person.

(k) To merge with any other association which may perform similar functions located within the same general vicinity of the Property, as defined in the Declaration described above.

(l) In general, to have all powers conferred upon a not-for-profit corporation by the laws of the State of Florida, except as prohibited herein.

IV. MEMBERS

The Members of the Association shall consist of Amelia Holdings, LLC, a Florida limited liability company, its successors and assigns as Developer, and Owners of Parcels within the Property, as such terms are defined in the Declaration.

All terms as used herein which are defined in the Declaration shall have the same meaning as defined therein.

V. VOTING AND ASSESSMENTS

Each Member shall have one (1) vote per Parcel owned, as defined in the Declaration. So long as the Developer owns at least one (1) Parcel, the Developer shall have as many votes as the Members, plus one (1).

Except where otherwise required under the provisions of these Articles, the Declaration, the By-Laws of the Association or by law, the affirmative majority vote of the Owners represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

(a) The Developer shall have the right to appoint a majority of the Board of Directors so long as it owns at least one (1) Parcel of any property which is part of the Property as described in Article II of the Declaration. The remainder of the Board of Directors shall be elected by the Members (other than the Developer), as provided herein.

(b) The Association will obtain funds with which to operate by assessment of its Members owning Parcels in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

VI. BOARD OF DIRECTORS

(a) The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. So long as Developer shall have the right to appoint a majority of the Board of Directors, directors need not be Members of the Association and need not be residents of the State of Florida. Thereafter, all Directors shall be residents of the State of Florida and members of the Association, or authorized representatives of companies who are Members of the Association. There shall be two (2) Directors appointed by the Members other than the Developer so long as the Developer has the right to appoint a majority of the Board of Directors.

Elections for each Director shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years and the term of office of the elected Director receiving the next highest plurality of votes shall be established at one (1) year. In addition, the Developer shall select one Director to serve for a term of two (2) years and two (2) Directors to 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 the Director so elected or appointed at each annual election shall be for two (2) years expiring at the

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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 which elected or appointed them. In no event can a Director appointed by the Developer be removed except by action of the Developer. At any time, a Director appointed by the Developer may be removed from office, and a successor Director may be appointed by the Developer.

(b) 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 to be held in the year 2017, and until their successors are elected or appointed and have qualified, are as follows:

Jon C. Lasserre
960185 Gateway Blvd, Suite 203
Fernandina Beach, Florida 32034

Albert L. Greiner
321 High School Rd. D-3 #614
Bainbridge Island, WA 98110

Kai Van L. Greiner
4331 Paxton Way
Birmingham Alabama 35242

David L. Hink
3940 Tamiami Trail
Cumming, GA 30041

David Dhugolenski
1435 Rolling Links Drive
Alpharetta, GA 30004

VII. 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 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 By-Laws. The names of the officers who are to manage the affairs of the Association until the Annual Meeting of the Board of Directors to be held in the year 2013 and until their successors are duly elected and qualified are:

President	Jon C. Lasserre
Vice President	Albert L. Greiner
Secretary	David L. Hink
Treasurer	Jon C. Lasserre

VIII. CORPORATE EXISTENCE

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida.

The Association shall have perpetual existence.

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IX. BYLAWS

The Board of Directors shall adopt By-Laws consistent with these Articles. Such By-Laws may be amended in the same manner as provided for an amendment to these Articles of Incorporation.

X. AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting Amelia Holdings, LLC or its successors or assigns as Developer shall be effective without the prior written consent of said Amelia Holdings, LLC, or its successor or assign, as Developer.

XI. INDEMNIFICATION OF OFFICERS AND DIRECTORS

(a) The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(1) Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is

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fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) The Board of Directors shall determine whether the amount for which a Director or officer seeks indemnification was properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether there was 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.

XII. 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 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 of Directors or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. 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.

XIII. DISSOLUTION OF THE ASSOCIATION

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Real property contributed to the Association without the receipt of other than nominal consideration by or on behalf of the Developer (or its predecessor in interest) shall be returned to the contributor (whether or not the Developer at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

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

(3) 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 Property which 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 which at the time of dissolution are part of the

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Property. The year of dissolution shall count as a whole year for purpose of the preceding fractions.

(b) The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the Members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Section 617.0505, Florida Statutes, or statute of similar import. 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.

(c) In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management

XIV. 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 not-for-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the total votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

XV. INCORPORATOR

The name and address of the Incorporator of the Association is Jon C. Lasserre, 960185 Gateway Blvd., Suite 203, Fernandina Beach, Florida 32034.

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 7th day of December, 2016.


Jon C. Lasserre, Incorporator

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**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

Parkway Commons North Property Owners Association, Inc.

2. The name and address of the registered agent and office are:

**Jon C. Lasserre
960185 Gateway Blvd., Suite 203,
Fernandina Beach, Florida 32034**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Dated: December 7, 2016.


Jon C. Lasserre

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