

N18 000 004 915

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

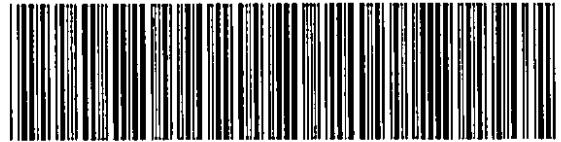
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800312513768

05/01/18--01032--001 **70.00

FILED
18 MAY -1 AM 2018
TALLAHASSEE, FL
SOUTHERN
REGISTRY



D O'KFEFE

MAY -7 2018

FULLER & ASSOCIATES
ATTORNEYS AT LAW

BARRY J. FULLER
MEMBER FLORIDA AND CALIFORNIA BARS

April 26, 2018

Secretary of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

**Re: ARTICLES OF INCORPORATION OF LA CASA DEL RIO HOMEOWNERS
ASSOCIATION, INC.**

Gentlemen:

Enclosed please find original and two copies of Articles of Incorporation as referenced above together with my firm's check in the amount of \$70.00 for the filing fee. Please return a stamped copy showing receipt of same in the enclosed self-addressed, stamped envelope.

Sincerely yours,



Terri Wegmann
Paralegal to Barry J. Fuller

tbw
Enclosures

**ARTICLES OF INCORPORATION
OF
LA CASA DEL RIO HOMEOWNERS ASSOCIATION INC.
(A Florida Corporation Not For Profit)**

FILED
18 MAY -1 AM 10:51
TALLAHASSEE, FLORIDA

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, pursuant to Fla. Stat. Chapter 617, the undersigned does hereby declare and execute these Articles of Incorporation for the purpose of forming a corporation not for profit, and does hereby certify as follows.

**ARTICLE I
DEFINITIONS**

1.1 All terms which are defined in the La Casa Del Rio Homeowners Association, Inc. Declaration of Covenants, Conditions and Restrictions shall be used herein with the same meanings as defined in said Declaration.

1.2. "Articles" as used herein shall mean these Articles of Incorporation.

1.3. "Association" as used herein shall mean La Casa Del Rio Homeowners Association, Inc., the Florida corporation not for profit formed by these Articles, and its successors and assigns.

1.4. "Corporation " shall be the corporation formed by the filing of these Articles of Incorporation.

1.5. "Declaration" as used herein shall mean the Declaration of Covenants, Conditions and Restrictions of La Casa Del Rio, a Planned Unit Development in the City of Green Cove Springs, Clay County, Florida recorded or to be recorded in the Public Records of Clay County, Florida.

1.6. "Developer" as used herein shall mean Donald and Connie Gladding.

1.7. "Member" as used herein shall mean a member of the La Casa Del Rio Homeowners Association, Inc. As more specifically set forth in Article V below.

1.8. "Owner" as used herein shall mean the record owners of a fee interest or an undivided portion of a fee interest in a lot or lots in the Subdivision.

1.9. "Subdivision" shall mean La Casa Del Rio, a Planned Unit Development in the City of Green Cove Springs, Clay County, Florida, established by the City of Green Coves Springs, Florida Ordinance Number O-02-2018.

**ARTICLE II
NAME OF CORPORATION**

The name of this corporation shall be **LA CASA DEL RIO HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE III
DURATION; TERM OF EXISTENCE**

This corporation shall begin existence on the date of filing of these articles with the Secretary of State of the state of Florida, and shall have perpetual existence thereafter.

**ARTICLE IV
PRINCIPAL OFFICE**

The street address and the mailing address of the initial principal office of the corporation shall be 500 Myrtle Ave, Green Cove Springs, FL 32043.

**ARTICLE V
REGISTERED OFFICE AND AGENT**

The street address in Florida of the initial registered office of the corporation is 500 Myrtle Ave, Green Cove Springs, FL 32043, and the name of the initial registered agent at such address is Donald Gladding. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

**ARTICLE VI
PURPOSES**

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

6.1. To promote the health, safety, and social welfare of the Owners of all lots located within La Casa Del Rio, a Planned Unit Development in the City of Green Cove Springs, Clay County, Florida being developed by the Developer.

6.2. To provide for or assure maintenance, preservation and architectural control of the Lots and Community Property within the Development described in the Declaration of Covenants, Conditions and Restrictions of the Subdivision recorded or to be recorded in the Public Records of Clay County, Florida, including such additions thereto as may be hereafter brought within the jurisdiction of the Association.

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

6.4. To engage in any activity or business permitted under Florida Law for not for profit corporations issued pursuant thereto as they now exist or as they may hereafter be amended.

**ARTICLE VII
GENERAL POWERS**

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

7.1. To acquire, purchase, receive by gift, own, hold, improve, build upon, operate, maintain, convey, transfer, dedicate for public use, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient of carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

7.2. To establish a budget and to fix regular and special assessments to be levied against all lots within the Subdivision which are subject to assessment pursuant to the Declaration for the purpose of

defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements. To use proceeds of assessments in the exercise of its powers and duties.

7.3. To collect and enforce payment of all amounts due to the Association pursuant to the Declaration, whether by placing liens against any lot subject to assessment for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens, or to otherwise enforce the collection of such assessments and charges as allowed by law for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

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

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

7.6. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

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

7.8. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

7.9. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration.

7.10. To purchase insurance upon the Association property for the protection of the Association and its Members.

7.11. To reconstruct the Association property and improvements after casualty and to further improve the property, if required.

7.12. To enter into contracts and agreements for providing services to the Association.

7.13. To purchase lots in the Association Subdivision, to foreclose on Association liens against lots of Owners, to convey, lease, mortgage, and improve lots owned by the Association.

7.14. To manage the common area serving the Subdivision (primarily the driveway permitting access to all lots in the Subdivision).

7.15. To borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of the Common Areas and assessments or rights thereto as security for money borrowed or debts incurred:

7.16. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

7.17. To dedicate, sell, lease, or transfer all or any part of the common areas of the Subdivision to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such transfer or dedication shall be effective unless a written instrument has been signed by two-thirds (2/3) of the Members consenting to a dedication, sale or transfer.

ARTICLE VIII MEMBERS

8.1. The Members of this Association shall consist of all record Owners of a fee interest or an undivided portion of a fee interest in a lot or lots in the Subdivision. The foregoing does not and is not

intended to include persons or entities who hold an interest merely as security for the performance of an obligation or an interest less than a fee or undivided fee interest in a lot or lots.

8.2. The Owners of such lots shall automatically become Members upon acquisition of the recorded fee simple title to their respective lots. The Membership of any Member in the Association shall automatically terminate upon conveyance or other divestment of title to such Member's lot, except that nothing herein contained shall be construed as terminating the Membership of any Member who may own two or more lots so long as such Member owns at least one lot.

8.3. The interest of a Member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the lot which is the basis of his or her Membership in the Association.

8.4. The Secretary of the Association shall maintain a list of the Members of the Association. Whenever any person or entity becomes entitled to Membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his name, address and lot number and providing a copy of the recorded deed by which it has acquired title to a lot in the Subdivision. Any notice given to or vote accepted from a prior Owner of such lot before receipt of written notification of change of Ownership as provided herein shall be deemed to be properly given or received. The Secretary may (but shall not be required to) search the Public Records of Clay County or make other inquiry to determine the status and correctness of the list of Members of the Association maintained by him or her and shall be entitled to rely upon the Association's records until notified in writing of any change in Ownership.

ARTICLE IX VOTING

Each lot in the Subdivision shall be entitled to one vote in all Association matters submitted to the Membership, and the Owner of each lot shall be entitled to cast the vote in his or her discretion. Notwithstanding the foregoing, where Developer has constructed a single dwelling unit on more than one lot, each of such lots shall be entitled to vote and shall be assessed in like fashion (for example, a unit on one and one-half lots would pay one and one-half assessments and have one and one-half votes in Association matters). Where a lot is owned by two or more persons or entities, there shall nonetheless be only one vote per lot, and such Members shall agree among themselves as to the vote cast. Absent agreement of all Members of a lot, there shall be no vote allowed to be cast.

ARTICLE X BOARD OF DIRECTORS

10.1. The affairs of the Association shall be managed by a Board of Directors consisting of three Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than three Directors. The Directors shall be Members of the Association and residents of the State of Florida.

10.2. Subsequent to the initial Board of Directors set forth below, all Directors shall be elected by the Members.

10.3. The procedure for selecting the Board of Directors and the number of and tenure, qualifications, powers and duties of the Board of Directors shall be as set forth in the Bylaws, as said Bylaws

are amended from time to time.

ARTICLE XI 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 shall deem appropriate from time to time. The President shall be elected from among the Membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person.

ARTICLE XII BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded in the manner provided by such Bylaws.

ARTICLE XIII AMENDMENTS TO ARTICLES OF INCORPORATION

The Association reserves the right to amend, alter, change or repeal any provisions contained in the Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon Members hereof are granted subject to this reservation. Unless otherwise provided by law or herein, amendment of these Articles shall require the assent of Members representing a majority of the votes properly cast in person or by proxy at a duly called meeting in which a quorum of Members is present in person or by proxy.

ARTICLE XIV INCORPORATOR

The name and street of the subscriber of these Articles is as follows:

Donald Gladding, 500 Myrtle Ave, Green Cove Springs, FL 32043

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office more particularly set forth in the Bylaws. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such. This expense shall be deemed a common expense and included in the annual budget.

**ARTICLE XVI
DISSOLUTION OF THE ASSOCIATION**

16.1. The corporation shall have perpetual existence, but if the Association is dissolved, the property consisting of the common area shall be conveyed to an appropriate agency of local government and, if not accepted, then the common area shall be dedicated to a similar non-profit entity.

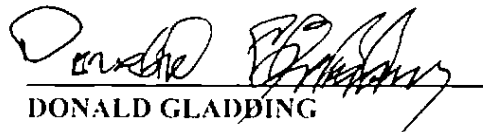
16.2. The Association may be dissolved as provided by law, or with the assent given in writing and signed by not less than two-thirds (2/3) of the Members.

16.3. Upon dissolution of the Association, any other assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

16.3.1. Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

16.3.2. Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the lots in the Subdivision prorated to the number of votes attributable to such lots pursuant to Article IX hereof, and the share of each shall be distributed to the then Owners thereof.

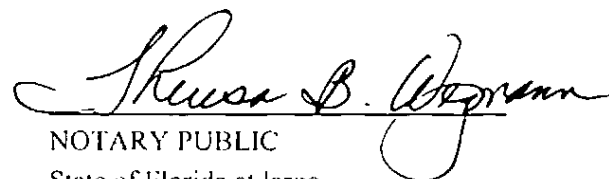
26 IN WITNESS WHEREOF, the above-named incorporator has hereunto set his hand and seal this APRIL day of 2018.


DONALD GLADDING
Incorporator

**STATE OF FLORIDA
COUNTY OF CLAY**

Before me, the undersigned authority, personally appeared **DONALD GLADDING**, who is known to be the person described in and who subscribed the above Articles of Incorporation, and did freely and voluntarily acknowledge before me according to law that he made and subscribed the same for the uses and purposes described therein mentioned and set forth.

APRIL IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26 day of 2018 in the County and State aforesaid.

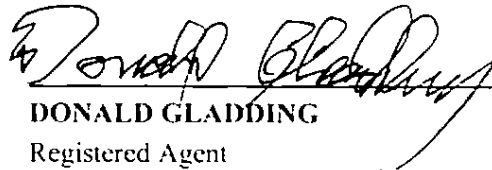

NOTARY PUBLIC
State of Florida at large
(SEAL) THERESA B. WEGMANN
Notary Public, State of Florida
My Comm. Expires Sept 7, 2019
Commission No. FF 240424

18 MAY - 1 AM 10:00
TALLAHASSEE, FLORIDA

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above-named 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: April 26, 2018.


DONALD GLADDING
Registered Agent

18 MAY - 1 AM 10:51
TALLAHASSEE, FL 32301

