

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

N1800006152

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H18000169673 3)))



H180001696733ABC8

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)617-6381

From:
Account Name : GARTNER BROCK & SIMON
Account Number : I19990000204
Phone : (904)399-0870
Fax Number : (904)399-1113

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

RECEIVED
2018 JUN -5 AM 10:40
REGISTRATION
COMMERCIAL
SERVICES

FLORIDA PROFIT/NON PROFIT CORPORATION

Legacy 8 on Acorn Homeowners Association, Inc.

Certificate of Status	1
Certified Copy	0
Page Count	09
Estimated Charge	\$78.75

FILED
2018 JUN -5 AM 10:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

[Electronic Filing Menu](#)

[Corporate Filing Menu](#)

[Help](#)

JUN 06 2018

K. Brumley

(((H18000169673 3)))

ARTICLES OF INCORPORATION
OF
LEGACY 8 ON ACORN HOMEOWNERS ASSOCIATION, INC.
A Corporation Not For Profit

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2018 JUN -5 AM 10:44

FILED

The undersigned resident of the State of Florida, for the purpose of forming a corporation not for profit under Chapter 617 of the laws of the State of Florida, hereby certifies:

ARTICLE I

Name

The name of this corporation is Legacy 8 on Acorn Homeowners Association, Inc. called the "Association" in these Articles.

ARTICLE II

Office and Registered Agent

The Association's principal office is located at 2404 Hubbard Street, Jacksonville, Florida 32206. Angela Leatherbury, who maintains a business office at 2404 Hubbard Street, Jacksonville, Florida 32206 is hereby appointed the initial registered agent of the Association. Both the Association's registered office and registered agent may be changed from time to time as provided by law.

ARTICLE III

Purpose and Powers of the Association

The Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the residents within all or any portion of that tract of land located in Duval County, Florida (the "Property"), which is described in and made subject to the provisions of that Declaration of Covenants, Easements and Restrictions for Legacy 8 on Acorn recorded in the Public Records of Duval County, Florida, as amended from time to time (the "Declaration") and any additions to such lands as hereafter may be brought within the Association's jurisdiction in the manner provided in the Declaration. Without limitation, this Association is empowered to:

(a) **Declaration Powers.** Exercise all rights, powers, and privileges, and perform all duties of the Association from time to time set forth in the Declaration, including the right to enforce all of the provisions of the Declaration pertaining to the Association in its own name.

(((H18000169673 3)))

((H18000169673 3)))

(b) Property. Own, hold, improve, operate, maintain, sell, lease, transfer, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs.

(c) Assessments. Adopt budgets and levy, collect, and enforce by any lawful procedure all charges or assessments established by, or pursuant to, the Declaration, including adequate assessment of fees for the costs of operation and maintenance of the Surface Water or Stormwater Management System and assessments for services or materials for the benefit of Owners or the Property for which the Association has contracted with third party providers.

(d) Costs. Use the proceeds collected from assessment to pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association's property.

(e) Maintenance. Maintain, manage, repair, replace and operate all the Common Areas and Maintenance Areas, if any. The Association shall enforce the provisions of the Declaration relating to the operation, maintenance and management of the Surface Water or Stormwater Management System in a manner consistent with applicable rules and regulations promulgated by the Florida Department of Environmental Protection. Upon failure of the Association to perform the obligation of maintenance and any other matters pertaining to said Surface Water or Stormwater Management Systems, the maintenance obligation shall then fall equally on the Owners of Lots.

(f) Borrowings. Borrow money and, with the approval of two-thirds (2/3) of each class of members, mortgage, pledge, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(g) Reorganizations. Participate in mergers and consolidations with other nonprofit corporations organized for similar purposes, with approval of two-thirds (2/3) of each class of members.

(h) Regulations. From time to time adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Townhomes, the Common Areas and Maintenance Areas consistent with the rights and duties established by the Declaration.

(i) Contract. Contract with others for performance of the Association's management and maintenance responsibilities under the Declaration and for the furnishing of services or materials for the benefit of the Owners or the Property consistent with the provisions of the Declaration, including without limitation, contracting for utility, telecommunications, internet, and security services.

(j) General. Have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right,

((H18000169673 3)))

((H18000169673 3)))

power, or privilege so granted, or granted by the Declaration, or these Articles, or reasonably necessary, convenient, or desirable to exercise any right, power, or privilege so granted.

ARTICLE IV

Membership

Section 1. Lot Owner. Every person who from time to time holds the record fee simple title, or any undivided fee simple interest of record, to any Lot is a member of this Association, including contract sellers, but excluding all persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot. Membership may not be transferred except by transfer of record title to such Lot.

ARTICLE V

Voting Rights

Section 1. Classification. This Association has two classes of voting membership:

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

CLASS B. The Class B Member is Habitat for Humanity of Jacksonville, Inc. ("Developer"), or a representative thereof, who shall have the sole vote until Transition, including the right to elect all members of the Board of Directors of the Association. Transition shall occur no later than five (5) years after all of the Lots have been conveyed to members other than Developer. The voting rights of the Class B Membership shall terminate at Transition.

After Transition, if the Board of Directors of the Association or the Members of the Association vote to dissolve the Association, or the Association abrogates any of its maintenance responsibilities under this Declaration, Habitat for Humanity of Jacksonville, Inc. shall automatically be reinstated as the Developer and shall resume all Developer rights hereunder, including those with respect to Class B Membership, it being expressly agreed by the Association that the Property is being developed and operated in the long term as a Habitat for Humanity community. Notwithstanding the foregoing, upon the failure of the Association to maintain the Surface Water or Stormwater Management Systems, the obligation for maintenance shall fall equally on the Owners of Lots.

Section 2. Co-Ownership. If more than one Person holds the record title to any Lot, all such Persons are Members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting

(((H18000169673 3)))

authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative(s) of the corporation, which shall be effective until rescinded by the corporation.

ARTICLE VI

Board of Directors

Section 1. Number and Term. This Association's affairs are managed by a Board of Directors initially composed of three Directors, who need not be Association members. The number of Directors from time to time may be changed from a minimum of three (3) to a maximum of seven (7), but at all times it must be an odd number. The term of office for all Directors is one year, and any Director may succeed himself in office.

Section 2. Election. All Directors are elected by written ballot at the annual meeting. After Transition, each member entitled to vote may cast as many votes for each vacancy as such member has under the provisions of Article V of these Articles and the person receiving the largest number of votes cast by the Class A for each vacancy is elected. Cumulative voting is not permitted.

Section 3. Initial Directors. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, are removed, or are incapacitated or otherwise unable to serve, are:

<u>Name</u>	<u>Address</u>
Angela Leatherbury	2404 Hubbard Street Jacksonville, FL 32206
Jerry Ingle	2404 Hubbard Street Jacksonville, FL 32206
Matthew Kearney	2404 Hubbard Street Jacksonville, FL 32206

ARTICLE VII

Officers

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors.

(((H18000169673 3)))

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Names and Addresses</u>	<u>Office</u>
Angela Leatherbury 2404 Hubbard Street Jacksonville, Fl 32206	President
Jerry Ingle 2404 Hubbard Street Jacksonville, Fl 32206	Vice President
Michael Kearney 2404 Hubbard Street Jacksonville, Fl 32206	Secretary/Treasurer

ARTICLE VIII

Existence and Duration

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. This Association exists perpetually.

ARTICLE IX

By-Laws

The Association's By-Laws initially will be adopted by the Board of Directors. For so long as the Developer has the right to elect a majority of the Board of Directors, the Developer shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting any portion of the Property, or any other Person to amend the By-Laws: (i) to comply with any requirements of a governmental agency, institutional Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to cure any ambiguity or error or any inconsistency between the By-Laws and the other Governing Documents; or (iii) to comply with the requirements of any law, ordinance, regulation, permit, approval, or other instrument applicable to the Property. In addition, the By-Laws may also be amended or rescinded by a majority vote of a quorum of both classes of members present at any regular or special meeting duly called and convened, provided that, for so long as Developer owns and holds any Lot for sale in the ordinary course of business, all amendments must be approved by Developer in writing, and provided further, if the Federal Housing Authority or the Veterans Administration has guaranteed or insured any mortgage loans for Lots within the Property, then the

((H18000169673 3)))

FHA/VA has the right to veto any amendments of the By-Laws for so long as the Developer has the right to elect a majority of the Board of Directors.

ARTICLE X

Amendments

Section 1. Developer. For so long as the Developer has the right to elect a majority of the Board of Directors, the Developer shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting any portion of the Property, or any other Person to amend these Articles: (i) to comply with any requirements of a governmental agency, institutional Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to cure any ambiguity or error or any inconsistency between these provisions and the other Governing Documents; or (iii) to comply with the requirements of any law, ordinance, regulation, permit, approval, or other instrument applicable to the Property.

Section 2. Other Amendments. Other amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of two-thirds (2/3) of members after Transition, and the written approval of Developer for so long as Developer owns and holds any Lot for sale in the ordinary course of business, and for so long as the Developer has the right to elect a majority of the Board of Directors, the approval of the Federal Housing Authority or Veterans Administration, provided that either organization has insured or guaranteed mortgage loans for Lots within the Property.

ARTICLE XI

Other Approvals

For so long as Developer owns and holds any Lots for sale in the ordinary course of business, the written approval of the Developer is required for the merger, consolidation, or dissolution of this Association. For so long as the Developer has the right to elect a majority of the Board of Directors, the approval of the Federal Housing Authority or Veterans Administration is required for annexation of additional properties, mergers, consolidations or dissolutions of the Association (but only if such annexation is not specifically provided for in the Declaration), or mortgaging or dedication of the Common Areas, provided that either organization has insured or guaranteed mortgage loans for Lots within the Property.

((H18000169673 3)))

(((H18000169673 3)))

ARTICLE XII

Voting Requirements

Section 1. Percentage Requirements. Unless any provision of these Articles, the Declaration or the By-Laws expressly requires the approval of the Developer or any other Person, the majority vote of those members present and voting at a duly called and convened meeting shall constitute the act of the membership.

Section 2. Two-Thirds of Class. Any of the following constitute extraordinary actions that must be approved by two-thirds (2/3) of Class A members and by Developer for so long as Developer is a member of the Association: (i) any mortgaging or conveyance of this Association's property; (ii) any merger or consolidation of this Association; (iii) any dissolution of this Association; (iv) amendment of these Articles of Incorporation.

Section 3. Two-Thirds of Those Present. Any of the following constitute extraordinary actions that require the approval of two-thirds (2/3) of the Class A members present in person or by proxy and of Developer for so long as Developer is a member of the Association: (i) any special assessment as provided in the Declaration; and (ii) any extension of the Declaration to additional lands except as provided for in the Declaration; and (iii) the purchase of additional lands to be owned by the Association for the benefit of Owners.

Section 4. Notice, Proxies, and Quorum Requirements. Written notice of all meetings of the membership must be given to all Owners not less than 15 days nor more than 45 days in advance of such meeting. The presence of members or proxies entitled to cast at least thirty percent (30%) of the votes of the Class A members, if such action must be approved only by class A members, shall constitute a quorum. If the required quorum is not forthcoming, the members present shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented. Proxies must be registered with the Secretary of the Association prior to members' meetings. No Owner may hold more than three (3) proxies.

Section 5. Written Action. Any action that may be taken at any membership meeting, including any Extraordinary Action enumerated in this Article, may be taken in the absence of a quorum, or without a meeting, without prior notice, and without a vote if: (i) written consent, setting forth the action so taken, is signed by those Owners entitled to exercise not less than the minimum number of votes necessary to authorize or take such action at a meeting; and (ii) within 10 days after obtaining such written consent, notice thereof is given to those members who have not so consented in writing.

Section 6. Certificate. An instrument signed by any executive officer of this Association, and attested by the Association's Secretary under the Association's seal, is conclusive that any required approval has been obtained in the manner provided in these Articles as to Persons without actual knowledge to the contrary.

(((H18000169673 3)))

(((H18000169673 3)))

ARTICLE XIII

Interpretation

Reference is made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. All terms defined in the Declaration have the same meaning where used in these Articles, and the rules of interpretation set forth in the Declaration apply to the interpretation, construction, application, and enforcement of these Articles. By subscribing and filing these Articles, the incorporator intends their provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, applied, and enforced with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XIV

Incorporator

The name and address of the incorporator of this corporation is:

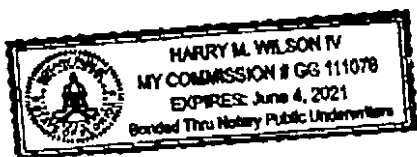
Bert C. Simon, Esquire
Gartner, Brock & Simon
1300 Riverplace Blvd.
Suite 525
Jacksonville, FL 32207

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 4th day of June, 2018.


Bert C. Simon

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of June, 2018 by Bert C. Simon. He is personally known to me or has produced _____ as identification.




Print Name:

Notary Public, State of Florida At Large

My Commission expires: 6/4/2021

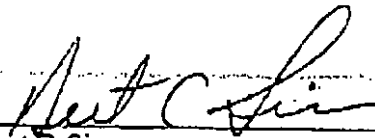
(((H18000169673 3)))

(((H18000169673 3)))

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA
AND NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

LEGACY 8 ON ACORN HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida as a corporation not for profit with its principal place of business at 2404 Hubbard Street, Jacksonville, FL 32206. Legacy 8 on Acorn Homeowners Association, Inc. has named Angela Leatherbury, whose business office is 2404 Hubbard Street, Jacksonville, Florida 32206 as its registered agent to accept service of process within this state, all in accordance with Section 607.0501, Florida Statutes.

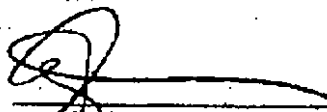
DATED this 4th day of June, 2018.


Bert C. Simon
Incorporator

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation, at the place designated in this certificate, and being familiar with the obligations of such position, I hereby agree to act in such capacity and agree to comply with the provisions of the laws of the State of Florida relative to maintaining such registered office.

DATED this 5th day of June, 2018.


Angela Leatherbury

(((H18000169673 3)))