

# N 18000009160

\_\_\_\_\_  
(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

N. SAMS  
AUG 23 2018



800316642638

08/13/18--01031--026 \*\*70.00

18 AUG 23 PM 2:41  
N. SAMS



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 14, 2018

CRABTREE LAW GROUP, P.A.  
8777 SAN JOSE BLVD, BUILDING A, SUITE 20  
JACKSONVILLE, FL 32217 US

SUBJECT: PATRIOTS LANDING OWNERS ASSOCIATION, INC.  
Ref. Number: W18000073535

18 AUG 23 PM 2:41

We have received your document for PATRIOTS LANDING OWNERS ASSOCIATION, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

There can only be one set of articles used to submit your entity name. Please choose which one you would like to use and submit it back to us. If you are using our articles, please sign the incorporator and registered agent's signature lines. If you decide to use your set of articles, please include the address of the incorporator.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Nadira D McClees-Sams  
Regulatory Specialist II

Letter Number: 118A00016766

## COVER LETTER

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

**SUBJECT:** PATRIOTS LANDING 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:** CRABTREE LAW GROUP, P.A.  
\_\_\_\_\_  
Name (Printed or typed)

8777 SAN JOSE BLVD, BUILDING A, SUITE 200  
\_\_\_\_\_  
Address

JACKSONVILLE, FL 32217  
\_\_\_\_\_  
City, State & Zip

904-732-9701  
\_\_\_\_\_  
Daytime Telephone number

cwb@crabtreefirm.com  
\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

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

*This instrument prepared by:*  
Charles W. Brown Jr., Esq.  
CRABTREE LAW, P.A.  
8777 San Jose Blvd  
Building A, Suite 200  
Jacksonville, Florida 32217

2018 AUG 23 PM 12:40

**ARTICLES OF INCORPORATION OF**  
**PATRIOTS LANDING OWNERS ASSOCIATION, INC.**  
A Corporation Not for Profit  
Under the Laws of the State of Florida

**I. NAME AND DEFINITIONS.**

The name of this corporation shall be Patriots Landing 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 Patriots Landing to be recorded in the current public records of Duval County, Florida (the "Declaration"). This corporation is incorporated as a not for profit corporation under the provisions of Chapter 617, Florida Statutes, as may be amended from time to time, together with the provisions of Chapter 720, Florida Statutes, as may be amended from time to time, which shall control in the event of any conflict with the provisions of Chapter 617, Florida Statutes.

**II. PRINCIPAL OFFICE, MAILING ADDRESS AND REGISTERED OFFICE AND REGISTERED AGENT.**

The location of the corporation's principal office and its mailing address shall be 11481 Old St. Augustine Rd., Jacksonville, FL 32258, or at such other place as may be established by resolution of the Association's Board of Directors from time to time. The street address of the registered office of the Association is 8777 San Jose Blvd., Building A, Suite 200, Jacksonville, FL 32217, and the name of the initial registered agent to accept service of process within the State of Florida at the address is Charles W. Brown Jr., Esq.

**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 Lots within the Property.
- B. To own, maintain, repair and replace the Common Area, including without limitation the streets, street lights, landscaping, structures, 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, paving 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.

G. To operate the Surface Water and Stormwater Management System according to the St. Johns River Water Management District Permit No. 148000-1.

#### 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; 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 and 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 which 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 Owners of Lots located within the Property. Membership in the Association is appurtenant to, and inseparable from, ownership of a Lot.

VI. **VOTING AND ASSESSMENTS.**

A. The Association shall have 2 classes of voting membership as set forth in the Declaration.

B. When one or more persons or entities holds an interest or interests in any Lot or other portion of the Property, all such persons shall be Members, and the vote(s) for such portions of the Property shall be exercised as they among themselves shall determine. The votes for any Lot, or other portion of the Property cannot be divided for any issue and must be voted as a whole, except where otherwise required under the provisions of these Articles, the Declaration, or by law. 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 its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

VII. **BOARD OF DIRECTORS.**

A. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Other than the Directors appointed by the Developer, Directors shall be Members of the Association and must primarily reside at a residence within the Property.

Directors shall be elected as herein provided. All Directors shall serve without compensation.

B. Elections shall be by plurality vote.

C. 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 as follows, with the intent to create alternating two-year staggered terms of directors:

**Board Seat # 1:** To be elected for a two-year term at the Annual Meeting in July, 2019, the two year term commences July, 2019, and shall be elected for two-year terms thereafter.

**Board Seats # 2 and # 3:** To be elected for a one-year term at the Annual Meeting in July 2019, the one year term commences July, 2019, and shall subsequently be elected for two-year terms thereafter.

Each Director shall serve 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 total voting interests of the Association.

D. Terms are limited for each elected Director. No Director may be elected for more than four consecutive years. A member who has served four consecutive years may not be on the ballot for reelection within a two-year period of time following the end of their fourth year unless approved by an affirmative vote of at least two-thirds (2/3) of the total voting interests of the Association.

E. The names and addresses of the members of the Board of Directors who shall hold office until the annual meeting of the Members following the adoption of these Articles of Incorporation, and until their successors are elected or appointed and have qualified, are as follows:

**Board Seat #1**

Damon Brush  
11481 Old St. Augustine Rd.  
Jacksonville, FL 32258

**Board Seat #2**

Anne Brush  
11481 Old St. Augustine Rd.  
Jacksonville, FL 32258

**Board Seat #3**

Crystal Duckworth  
11481 Old St. Augustine Rd.  
Jacksonville, FL 32258

18 AUG 23 PM 2:41

A. To the extent allowed by law, 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 as a Director or officer of the Association or as a 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 the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction or 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 interest 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 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 interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross 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 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. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.**

A. Other than contracts and transactions between the Association and the Incorporator, Nomad Investments and Consulting, LLC, no contract or transaction shall be permitted 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 or entity in which one or more of the Association's Directors or officers are Directors or officers, contractors, employees, or qualifying agent, or in which they may hold a financial interest or may receive compensation therefrom.

B. In addition to the restrictions set forth herein, no Director, their spouse or immediate family, may hold any financial interest in, or receive compensation from, any company employed or contracted with the Association, or through any intermediary company, for community management services or accounting services.

**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. If no municipal or governmental authority will accept such dedication, the 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 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 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.

C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity acceptable to the St. Johns River Water Management District, Florida Department of

C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import.

**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.

**XVII. COMMUNITY MANAGEMENT**

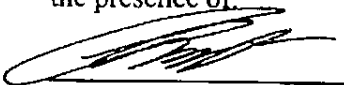
The Association shall at all times contract with and retain the services of a Community Association Manager licensed by and in good standing with the Florida Department of Business and Professional Regulation, and subject to the restrictions set forth in Article XIV herein.

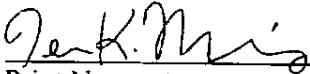
**XIII. CORPORATE EXISTENCE**

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law, including without limitation, filing with the Secretary of State, State of Florida.

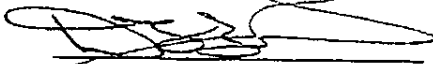
IN WITNESS WHEREOF, the Association has caused this instrument to be adopted this 2<sup>nd</sup> day of Aug, 2018.

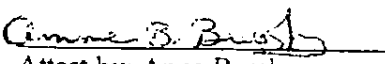
Signed, sealed and delivered in  
the presence of:

  
Print Name: Charles W. Brian Jr.

  
Print Name: Teresa K. Morrison

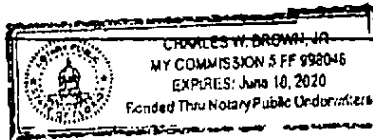
**PATRIOTS LANDING  
OWNERS' ASSOCIATION, INC.,**  
a Florida not for profit corporation

  
By: Damon Brush  
Its: President

  
Attest by: Anne Brush  
Its: Secretary

STATE OF FLORIDA)  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 2018, by  
Damon Brush, as President for **PATRIOTS LANDING OWNERS ASSOCIATION, INC.**, a  
Florida not for profit corporation, on behalf of the corporation.



  
Notary Public, State of Florida

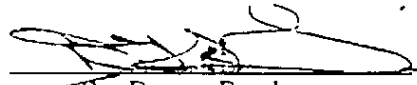
Signed, sealed and delivered in  
the presence of:

"Incorporator"

**NOMAD INVESTMENTS  
AND CONSULTING, LLC,**  
a Delaware Limited Liability Company  
8777 San Jose Blvd. Bldg A Ste 200  
Jacksonville, FL 32217

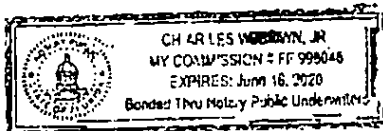
  
Print Name: Charles W. Brown, Jr.


  
Print Name: Teresa K. Morrison

  
By: Damon Brush  
Its: Manager

STATE OF FLORIDA)  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 2018, by  
Damon Brush, as Manager for Nomad Investments and Consulting, LLC, a Delaware Limited  
Liability Company, on behalf of the company.



  
Notary Public, State of Florida

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

Pursuant to the provisions of section 607.0501, Florida Statutes, the mentioned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered agent/registered office, in the state of Florida.


1. The name of the corporation is:

PATRIOT'S LANDING OWNERS ASSOCIATION, INC.

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

Charles W. Brown Jr., Esq.  
8777 San Jose Blvd., Building A, Suite 200  
Jacksonville, FL 32217

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.



Charles W. Brown Jr., Esq.