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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
Junction at West Hill Owners Association, Inc.

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This Instrument Prepared By:  
Beggs & Lane, RLLP  
501 Commendencia Street  
Pensacola, Florida 32502  
850-432-2451

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**ARTICLES OF INCORPORATION**  
**OF**  
**JUNCTION AT WEST HILL OWNERS ASSOCIATION, INC.**

A NONPROFIT CORPORATION  
UNDER THE LAWS OF THE STATE OF FLORIDA

**BE IT KNOWN** that the undersigned, acting as incorporator of a nonprofit corporation under the laws of the State of Florida, and in particular, Title XXXVI, *Florida Statutes* does hereby adopt the following Articles of Incorporation for such nonprofit corporation (these "Articles").

**ARTICLE I**  
**NAME**

The name of the nonprofit corporation shall be Junction at West Hill Owners Association, Inc. (hereinafter referred to as the "Association").

**ARTICLE II**  
**PERIOD OF DURATION**

The period of duration of the Association shall be perpetual unless terminated according to the terms of these Articles.

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ARTICLE III  
PURPOSE AND POWERS

The specific primary purpose for which the Association is organized is to create an entity which can provide for maintenance, preservation and architectural control of the residential lots (the "Units") and common areas within Junction at West Hill Subdivision in Escambia County, Florida (hereinafter referred to as the "Subdivision"), including that certain tract of real property described as follows, to-wit:

See Exhibit "A".

Together with any and all other property added to the control of the Association by amendment to the Declaration of Conditions, Covenants and Restrictions (hereinafter referred to as the "Declaration") affecting the above-described property, and to promote the health, safety and welfare of the residents within the Subdivision and to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the property and recorded in the Public Records of Escambia County, Florida, as same may be amended from time to time as therein provided, with said Declaration being incorporated herein as if set forth at length;

(b) Affix, levy, and collect all charges and assessments pursuant to the terms of the Declaration (which shall include without limitation, the costs for maintain the Common Areas and Stormwater Management System), and enforce payment thereof by any lawful means; and pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) With the assent of two-thirds (2/3) of members, borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the Common Area, roads or easements to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of the total membership, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional property and Common Area, provided that any merger, consolidation, or annexation shall have the consent of two-thirds (2/3)

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of each class of the total membership, except that until Turnover has occurred, the Declarant may annex additional property as provided in the Declaration;

(g) Have and exercise any and all powers, rights, and privileges that a corporation not for profit and homeowner's association organized under Florida law may now or hereafter have or exercise by law.

ARTICLE IV  
QUALIFICATION AND MANNER OF ADMISSION OF MEMBERS

Every person or entity who is a record owner of a Unit, either individually or jointly with others which is subject by covenants of record to assessment by the Association, including a contract seller, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

A member, unless acting in the capacity of a duly elected officer of the Association, does not have the authority to act for the Association solely by virtue of being a member.

ARTICLE V  
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator herein are as follows:

Junction at West Hill, LLC  
17 E. Main Street, Suite 200  
Pensacola, Florida 32502

ARTICLE VI  
NAME AND ADDRESS OF INITIAL PRINCIPAL OFFICE

The name and address of the initial principal office are as follows:

Junction at West Hill, LLC  
17 E. Main Street, Suite 200  
Pensacola, Florida 32502

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

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(i) Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit all such persons shall be members. The vote for such Unit shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to any single Unit.

(ii) Class B. Class B members shall be the Declarant, as defined in the Declaration, which shall be entitled to five (5) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) Three (3) months after ninety percent (90%) of the Units in all phases of the community that will ultimately be operated by the Association have been conveyed to members;

(b) Such other percentage of the Units has been conveyed to members, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

(c) Upon the Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents. There is a rebuttable presumption that the Declarant has abandoned and deserted the property if the Declarant has unpaid assessments or guaranteed amounts under Section 720.308, *Florida Statutes*, for a period of more than two (2) years;

(d) Upon the Declarant filing a petition seeking protection under chapter 7 of the federal Bankruptcy Code;

(e) Upon the Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment;

(f) Upon a receiver for the Declarant being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or its members; or

(g) Declarant records an instrument in the Public Records of Escambia County, Florida terminating the Class B Membership.

After Declarant relinquishes control of the Association, Declarant may continue to vote any Declarant owned Units in the same manner as any other member.

ARTICLE VIII  
NONPROFIT CORPORATION

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The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its members. The members of the Association shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to members of the Association under these Articles, the Bylaws of the Association or the Declaration. The purposes of the Association shall be served without pecuniary profit to any director or member of the Association.

ARTICLE IX  
NAME AND ADDRESS OF INITIAL REGISTERED AGENT

The name of the initial registered agent of the Association, and the address of the initial registered office of the Association are as follows:

Beggs & Lane, RLLP  
Attention: David B. Taylor, III  
501 Commendencia Street  
Pensacola, FL 32502

The initial registered agent's written acceptance of appointment as a registered agent as required by s. 617.0501 of the Florida Statutes is attached hereto as Exhibit "B".

ARTICLE X  
BOARD OF DIRECTORS

Except as provided herein, the affairs of the Association shall be managed by a Board of Directors. Notwithstanding anything contained in these Articles, the Bylaws of the Association, or the Declaration to the contrary, until Turnover, Junction at West Hill, LLC, a Florida limited liability company (the "Declarant") shall have the sole and exclusive right to (1) appoint all of the members of the Board of Directors of the Association (subject to the rights of members other than the Declarant to elect at least one member of the Board of Directors under Section 720.307(2) of the *Florida Statutes*); (2) appoint all of the officers of the Association; (3) remove and replace any members of the Board of Directors of the Association; (4) appoint the members of the Architectural Review Committee ("ARC") of the Association as defined in and in accordance with the Bylaws; (5) amend these Articles and the Bylaws of the Association; and (6) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association. "Turnover" has the meaning set forth in the Declaration. Upon Turnover, the then-current members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in the Declaration and the Bylaws of the Association.

The initial Board of Directors of the Association shall be composed of three (3) directors, none of which must be a member of the Association. The names and addresses of the initial three (3) Directors of the Association are as follows:

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	NAME:	ADDRESS:
1.	Justin Witkin	17 E. Main Street, Suite 200 Pensacola, Florida 32502
2.	Kenneth E. Granger, III	17 E. Main Street, Suite 200 Pensacola, Florida 32502
3.	Kacee Bidnick	17 E. Main Street, Suite 200 Pensacola, Florida 32502

Within sixty (60) days after Turnover, Declarant shall call a meeting of the Members for the purposes of (i) transitioning control of the Association to the Members, (ii) electing new directors to the Board, and (iii) electing new members of the ARC. After Turnover, all Directors must be members of the Association, or representatives of entities that are members of the Association, the number of directors shall be as set forth in the Bylaws and the members of the Association shall have the right to elect the Board of Directors as provided in the Bylaws. The number of directors may be changed by amendment of the Bylaws of the Association. The initial Bylaws of the Association shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors of the Association.

#### ARTICLE XI INDEMNIFICATION

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding, if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association may be entitled.

The directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the subdivision. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which one (1) or more of the directors of the Association is a director or officer or is pecuniarily or otherwise interested, shall be either void or voidable for such reason or because such director or directors

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are present at the meeting of the Board of Directors or any of the committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraph exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

(b) The fact of the common directorate or interest is disclosed or known to the members or a majority thereof and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; and

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

#### ARTICLE XII ASSESSMENTS

1. To provide the total sum necessary for the insurance, reserve fund for replacements, maintenance and operation of the common areas and improvements within the Subdivision, each member for each Unit owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each member for each Unit owned shall be equal to a fraction, the numerator of which shall be the number of Units owned by such Unit owner and the denominator of which shall be the total number of Units in the Subdivision, and which the quotient of such fraction shall be multiplied by the total sum necessary for such purposes. The total number of Units in the Subdivision may be increased from time-to-time by the Declarant in its sole and absolute discretion so long as the Declarant continues to have the right to add additional property to the Subdivision in accordance with the terms of the Declaration.

2. The amount of assessment against each member as provided under the paragraph immediately above, shall be assessed by the Association as a lien as provided in the Declaration.

3. In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments for the purposes and in the manner set forth in the Declaration, as the same may be amended from time to time.

4. Each assessment shall be assessed and shall be due and payable as provided in the Declaration and the Bylaws, and upon default or payment within such period of time, the

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assessment shall be a lien against each Unit owned by the defaulting member and against that undivided portion of the common area owned by the defaulting member, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Florida and to take any other actions for collection from the defaulting party or parties. Any such lien against a Unit or against the common area shall be subordinate to a recorded first mortgage covering such Unit.

5. Both annual and special assessments shall be collected in the time and manner specified in the Declaration or as otherwise directed by the Association's directors.

### ARTICLE XIII MISCELLANEOUS

1. Amendment. Until Turnover, these Articles may be amended at any time and from time to time by Declarant, without the consent or approval of any of the other members of the Association. After Turnover, these Articles may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote or at least sixty-seven percent (67%) of the total voting interests of all members of the Association. All amendments to these Articles become effective only upon being placed of record in the Office of the Clerk of the Circuit Court of Escambia County, Florida.

2. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the members. Upon dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such public agency refuses to accept such distribution, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization organized and operated for such similar purposes. In the event of a 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 complies with Rule 62-330.310, F.A.C., and the NFWFMD Applicant's Handbook Volume 1, Section 12.3, and be approved by the NFWFMD prior to such termination, dissolution or liquidation.

3. Incorporation by Reference. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Declaration, then the provisions of the Declaration shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Association Bylaws, then the provisions of these Articles shall at all times control.

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IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation, by and through its duly authorized representative, on this the 7<sup>th</sup> day of September, 2018.

Witness: [Signature]  
Print Name: D. Nicole Gunther

Witness: [Signature]  
Print Name: DAVID B. TAYLOR, III  
(As to Justin Witkin)

JUNCTION AT WEST HILL, a Florida  
limited liability company

By: [Signature]  
Name: Justin Witkin  
Its: Manager

By: [Signature]  
Name: Kenneth E. Granger, III  
Its: Manager

Witness: [Signature]  
Print Name: NICOLE BUTLER

Witness: [Signature]  
Print Name: Bryan Coughlin  
(As to Kenneth E. Granger, III)

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 2018, by Justin Witkin, as Manager of Junction at West Hill, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or produced a \_\_\_\_\_ as identification.

[SEAL]



DAVID B. TAYLOR III  
Notary Public, State of Florida  
My Comm. Exp. June 30, 2020  
Comm. No. FF 990593

Notary Public Signature

Notary Public Printed Name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 2018, by Kenneth E. Granger, III, as Manager of Junction at West Hill, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or produced a \_\_\_\_\_ as identification.

[SEAL]



Dusti deMahy  
Commission # GG084359  
Expires: March 16, 2021  
Bonded thru Aaron Notary

Notary Public Signature

Notary Public Printed Name

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**EXHIBIT "A"**

**Description Of Subdivision Property**

All property within the Junction at West Hill Subdivision as shown on the plat recorded in Plat Book 19, Pages 55 and 55A, in the Office of the Clerk of the Circuit Court of Escambia County, Florida.

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**EXHIBIT "B"**

**Acceptance of Appointment as Registered Agent**

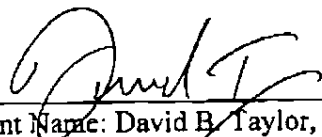
**REGISTERED AGENT'S CERTIFICATE**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act.

Junction at West Hill Owners Association, Inc., a Florida corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, in Pensacola, Escambia County, Florida has named Beggs & Lane, RLLP, Attention: David B. Taylor, III, whose address is 501 Commendencia Street, Pensacola, Florida, as its agent to accept service of process within this State.

**Acknowledgment and Acceptance**

Having been named to accept service of process for the above stated corporation (or Association) at the place designated in this Certificate, I hereby accept such designation and agree to comply with the provisions of said Act relative to keeping open said office.

  
Print Name: David B. Taylor, III

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