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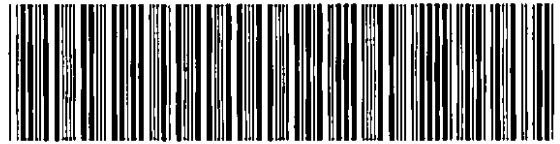
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OFFICE  
TALLAHASSEE, FLORIDA

DEC

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 575633 7987240

AUTHORIZATION :

COST LIMIT : \$ 87.50

ORDER DATE : December 16, 2020

ORDER TIME : 10:03 AM

ORDER NO. : 575633-005

CUSTOMER NO: 7987240

DOMESTIC FILING

NAME: BRANAN FIELD WALK PROPERTY  
OWNERS ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION  
       CERTIFICATE OF LIMITED PARTNERSHIP  
       ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY  
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Eyliena Baker - EXT.61594

EXAMINER'S INITIALS: \_\_\_\_\_

LAW OFFICES

**Stutsman Law Firm**

Professional Association  
1500 Main Street, Boulevard  
Jacksonville, Florida 32225  
Website: <http://stutsmanlaw.net/>

Bruce Edward Stutsman  
Email: [bes@stutsmanlaw.net](mailto:bes@stutsmanlaw.net)

Telephone:  
904-866-2065

December 15, 2020

Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

Re: Filing of Articles of Incorporation of Branan Field Walk Property Owners Association, Inc.

Ladies and Gentlemen:

Enclosed for filing are the original and one copy of Articles of Incorporation for Branan Field Walk Property Owners Association, Inc., including the Certificate Designating Registered Agent and Registered Office attached thereto. Accompanying the enclosed documents is a check from Corporation Services Company for the necessary filing fees.

We would appreciate your filing the original of the Articles of Incorporation in accordance with the usual procedure, and your returning to this office a certified copy of the Articles of Incorporation.

Please contact the undersigned if you have any questions concerning the enclosed items. Thank you very much for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Stutsman', with a long horizontal flourish extending to the right.

Bruce Edward Stutsman

Enclosures

Hand Delivered By Representatives  
of Corporation Services Company

2020 DEC 17 AM 10:23  
701 000

**ARTICLES OF INCORPORATION  
OF  
BRANAN FIELD WALK PROPERTY OWNERS ASSOCIATION, INC.,  
(a corporation not-for-profit)**

The undersigned incorporator, by these Articles, forms a corporation not-for-profit pursuant to Chapter 617 of the laws of the State of Florida, and adopts the following Articles of Incorporation:

**ARTICLE I - NAME**

The name of this corporation shall be **BRANAN FIELD WALK PROPERTY OWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

**ARTICLE II - PRINCIPAL OFFICE AND MAILING ADDRESS**

The location of the corporation's principal office and its mailing address shall be 106 Hall Place, Neptune Beach, Florida 32266, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

**ARTICLE III - PURPOSES**

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

A. To provide an entity to own operate, manage, maintain, repair, administer and/or otherwise deal with certain real property located in Clay County, Florida ("Property"), as generally described in the second sentence of paragraph C in Article VI hereinbelow, and which may be more particularly described in a deed from the Declarant (defined hereinbelow) to the Association. The Property shall be governed by, that certain Declaration of Covenants, Conditions, Restrictions and Easements dated October 16, 2008, and recorded in Official Records Book 3058, page 1745, public records of Clay County, Florida, as amended by that certain First Amendment to Declaration of Covenants, Conditions Restrictions and Easements dated October 20, 2008, and recorded in Official Records Book 3060, page 454, aforesaid public records, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions Restrictions and Easements dated August 30, 2017, and recorded in Official Records Book 4015, page 1719, aforesaid public records (as amended, the "Declaration"), and for such other purposes as set forth in the Declaration. As of the date of this filing, the current successor "Declarant" under the Declaration is North Florida Land Partnership I, LLC, a Florida limited liability company (the "Declarant").

B. To own, operate, manage, maintain, repair, administer and replace the Surface Water or Stormwater Management System (as defined hereinbelow) in a manner consistent with the requirements of the St. Johns River Water Management District ("District"), and applicable District rules, for which the obligation to maintain and repair has been delegated to and accepted by the Association, and shall assist in the enforcement of the provisions of the Declaration which relate

to the Surface Water or Stormwater Management System. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges on or from the Property.

C. To levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Property and the Surface Water or Stormwater Management System.

D. 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.

E. To operate without profit for the sole and exclusive benefit of the Members of the Association.

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.

#### **ARTICLE 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, including, without limitation, the Declaration.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the common areas, signage, and the Surface Water or Stormwater Management System.

E. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

F. 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.

## **ARTICLE V - MEMBERS**

The Members ("Members") shall consist of the Declarant (as provided in Article VI-B hereof), and all other Owners of parcels ("Parcels") located within the Property. Membership in the Association is appurtenant to, and inseparable from, ownership of a Parcel.

## **ARTICLE VI - VOTING AND ASSESSMENTS**

A. The Association shall have two classes of voting membership as follows:

Class A. Class A members shall be all Owners, with the exception of the Class B member, and shall be entitled to vote as follows:

<u>Parcels</u>	<u>Acreage</u>	<u>Square Feet</u>	<u>% of Total</u>	<u>Votes</u>
Lot A – Dlites3/Culvers	1.24	54,014.40	.1064	1,064
Lot B	.83	36,154.40	.0712	712
Lot C – Tires Plus	1.05	45,738.00	.0901	901
Lot D	.86	37,461.60	.0738	738
Lot E	1.38	60,112.80	.1185	1,185
Lot F – Branen Field Walk, LLC Shops	2.36	102,801.60	.2026	2,026
Lot G	1.80	78,408.00	.1545	1,545
Lot H	<u>2.13</u>	<u>92,782.80</u>	<u>.1828</u>	<u>1,828</u>
	11.66	507,474.00	1.0000	10,000

When more than one person holds an interest in a Parcel, all such persons shall be members but the vote for such Parcel shall be exercised by one of their number, and in no event shall more than the allocated votes be cast with respect to any Parcel.

Class B. The Class B member shall be the Declarant, who shall be entitled to one (1) vote, plus three (3) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A members. The Class B membership shall cease three (3) months after ninety percent (90%) of the total acreage comprising the Property has been sold to Class A members.

B. When one or more persons or entities holds an interest or interests in any Parcel, all such persons shall be Members, and the vote for such Parcel shall be exercised as they among themselves shall determine. The vote for any Parcel 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 Bylaws. 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. The sole purpose of the assessments shall be for the maintenance, repair and upkeep of the approximate 4.20 +/- acres of common area (consisting of the area from Blanding Boulevard (S.R. 21) to the western border of the Parcels; within which is located the stormwater retention area, signage and landscaped areas). The assessments shall be divided among the Members pursuant to the percentages listed in the fourth column in the schedule in Paragraph VI.A above.

D. No Member may assign, hypothecate or transfer in any manner the Member's membership or voting rights in the Association except as an appurtenance to Member's Parcel.

E. Any Member who conveys or loses title to a Parcel by sale, gift, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Parcel and shall lose all rights and privileges of a Member resulting from ownership of such Parcel.

#### **ARTICLE VII - BOARD OF DIRECTORS**

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) Directors. Directors need not be Members and need not be residents of the State of Florida. For so long as the Class B Membership shall exist, the Declarant shall have the right to appoint each of the Directors. Following the termination of the Class B Membership, the Declarant shall have the right to appoint one (1) Director for so long as it shall hold for sale in the ordinary course of business at least one (1) Parcel.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors following the termination of the Class B Membership, the term of office of the Directors appointed by the Declarant, if any, shall be established at one (1) year and the terms of office of the elected Directors shall be established at two (2) years each. If at the time of such first annual election, the Declarant shall not appoint a Director, then the terms of office of the two (2) elected Directors receiving the highest number of votes shall be established at two (2) years each and the term of the remaining Director shall be established at 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 each Director so elected or appointed at each annual election shall be for two (2) years expiring at the 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 may a Board member appointed by the Declarant be removed except by action of the Declarant. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed, at any time by the Declarant.

C. The name and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Christopher D. West  
106 Hall Place  
Neptune Beach, Florida 32266

Donald A Lichte  
E7445 Fairway Ct.  
Reedsburg, Wisconsin 53959

Rick Friedman  
2300 Marshpoint Road, Suite 202  
Neptune Beach Florida 32266

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### **ARTICLE VIII - 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 (2) or more offices may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President, Secretary  
and Treasurer

Christopher D. West

### **ARTICLE IX - CORPORATE EXISTENCE**

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

### **ARTICLE X - BYLAWS**

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

### **ARTICLE XI - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS**

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

### **ARTICLE XII - INCORPORATOR**

The name and address of the Incorporator are as follows:

Christopher D. West  
106 Hall Place  
Neptune Beach, Florida 32266



### **ARTICLE XIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS**

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.

**ARTICLE XIV - 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 in which they 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 or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. 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.

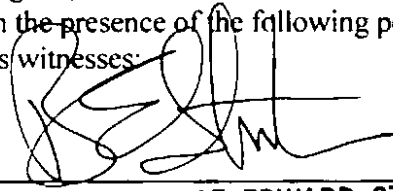
**ARTICLE XV - DISSOLUTION OF THE ASSOCIATION**

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or 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 in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

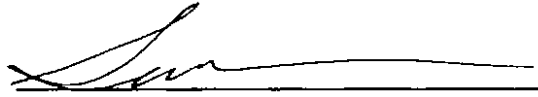
*[signatures appearing on next page]*

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 15<sup>TH</sup> day of December 2020.

Signed, sealed and delivered  
in the presence of the following persons,  
as witnesses:

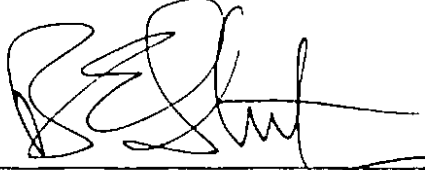
  
Print name: BRUCE EDWARD STUTSMAN  
As Witness

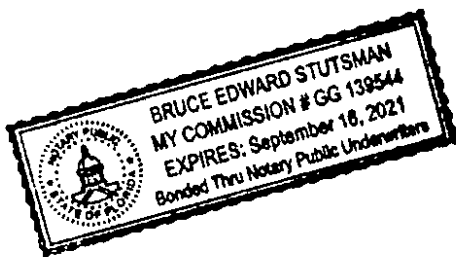
  
Christopher D. West, Incorporator

  
Print name: SUSAN STUTSMAN  
As Witness

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15<sup>TH</sup> day of December, 2020, by Christopher D. West, the Incorporator of Branan Field Walk Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who (check one) ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and who did/did not take an oath.

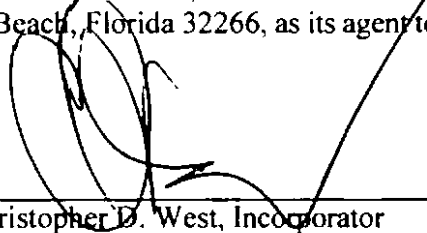
  
Print Name: BRUCE EDWARD STUTSMAN  
Notary Public, State and County aforesaid  
My commission expires:



**CERTIFICATE DESIGNATING REGISTERED AGENT  
AND REGISTERED OFFICE**

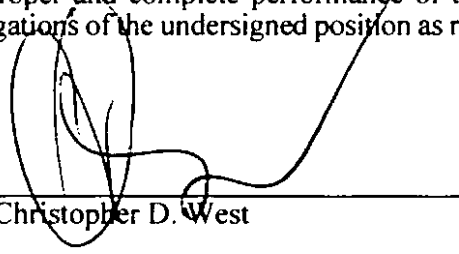
In compliance with Sections 48.091 and 617.0501, Florida Statutes, the following is submitted:

First, that Branan Field Walk Property Owners Association, Inc., a Florida not-for-profit corporation, desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Neptune Beach, State of Florida, has named Christopher D. West, whose street address is 106 Hall Place, Neptune Beach, Florida 32266, as its agent to accept service of process within Florida.

  
\_\_\_\_\_  
Christopher D. West, Incorporator

December 15, 2020

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of the undersigned duties, and is familiar with and accepts the obligations of the undersigned position as registered agent.

  
\_\_\_\_\_  
Christopher D. West

December 15, 2020