

N20000013996

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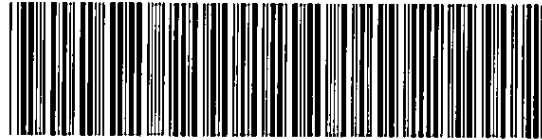
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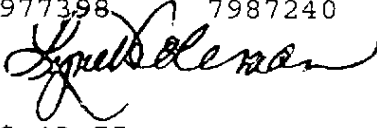
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TALLAHASSEE, FLORIDA

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SEP 01 2021

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

ACCOUNT NO. : I20000000195
REFERENCE : 977398 7987240
AUTHORIZATION : 
COST LIMIT : \$ 43.75

ORDER DATE : August 26, 2021

ORDER TIME : 2:54 PM

ORDER NO. : 977398-005

CUSTOMER NO: 7987240

DOMESTIC AMENDMENT FILING

NAME: BRANAN FIELD WALK PROPERTY
OWNERS ASSOCIATION, INC.

EFFECTIVE DATE:

____ ARTICLES OF AMENDMENT
XX ____ RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX ____ CERTIFIED COPY
XX ____ PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Eyliena Baker -- EXT# 61592

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

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August 27, 2021

CSC

SUBJECT: BRANAN FIELD WALK PROPERTY OWNERS ASSOCIATION, INC.
Ref. Number: N20000013996

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

The amendment must be adopted in one of the following manners:

(1) If an amendment was approved by the shareholders, one of the following statements must be contained in the document.

(a) A statement that the number of votes cast for the amendment by the shareholders was sufficient for approval, -or-

(b) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

(2) If an amendment was adopted by the incorporators or board of directors without shareholder action.

(a) A statement that the amendment was adopted by either the incorporators or board of directors and that shareholder action was not required.

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) 245-6050.

Terri J Schroeder
Regulatory Specialist III

Letter Number: 521A00020686

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

Branan Field Walk Property Owners Association, Inc., a corporation not for profit, hereby adopts the following Amended 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 Amended Articles of Incorporation as the "Articles," and the Amended 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, Half 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 1, 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

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CLAY COUNTY
FLORIDA
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TAMASSEE, FL

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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 manage, maintain, repair, administer and otherwise deal with the ongoing maintenance and repair of certain designated portions of the Parcels (defined below) of real property owned by each of the Members (defined below) which are more fully described in Exhibit "A" attached hereto and made apart hereof, for the mutual benefit of the Members of the Association. The designated portions of the Parcels consist of the shaded areas in Exhibit "A", which begin with the sidewalk contiguous to the improvements constructed on each Parcel and extend to the boundary line of each Parcel, as delineated and depicted on Exhibit "A". Notwithstanding the forgoing, the Association will not be responsible for repairing damage to capital improvements constructed within the designated portions of the Parcels that is caused by the Member that owns the Parcel, its tenants or invitees.

D. To levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Property, the designated portions of the Parcels, and the Surface Water or Stormwater Management System.

E. 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.

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

G. 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 within the Property and in the designated portions of the Parcels, 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	1.24	54,014.40	.1064	1,064
Lot B	.83	36,154.40	.0712	712
Lot C	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	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>
	11.65	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), and the designated portions of the Parcels. 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

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 Amended 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.

The amendment was adopted by the Board of Directors. Shareholder action was not required.

[signatures appearing on next page]

IN WITNESS WHEREOF, the President of the Association has hereto set his hand and seal this 13 day of August 2021 as duly authorized by the Board of Directors of the Association.

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

Natasha Jackson

Print name: NATASHA JACKSON Christopher D. West, President
As Witness

LISA WEST
Print name: LISA WEST
As Witness

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 17th day of August, 2021, by Christopher D. West, the President 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.

Joseph A. Livingston

Print Name: _____

Notary Public, State and County aforesaid

My commission expires: _____

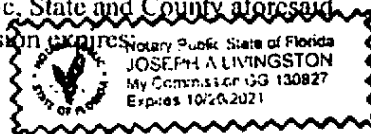
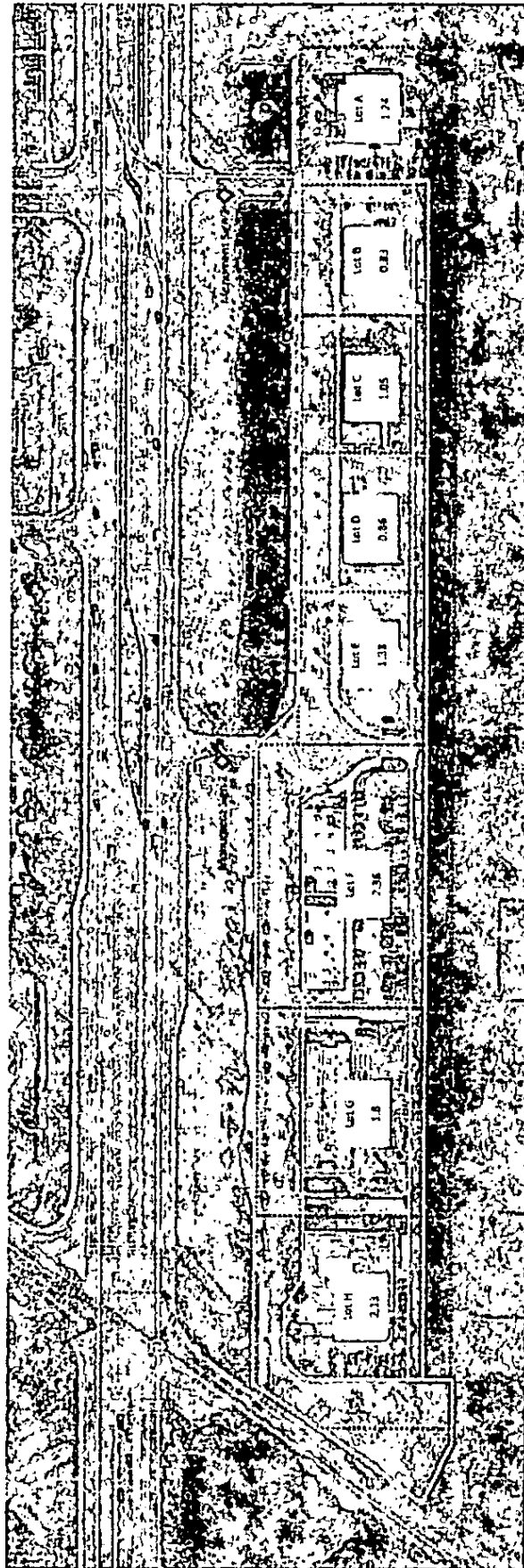


Exhibit A
BRANAN FIELD WALK PROPERTY OWNERS ASSOCIATION, INC.



Lot A	1.74	10.62%
Lot B	0.83	7.17%
Lot C	1.05	9.01%
Lot D	0.86	7.38%
Lot E	1.38	11.85%
Lot F	2.36	20.76%
Lot G	1.8	15.45%
Lot H	2.33	18.78%
	11.65	

Common Area

4.7

Total Land

15.85