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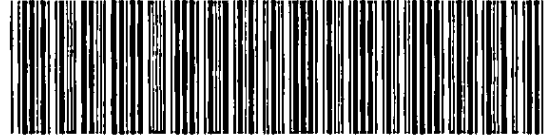
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FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 11, 2022

TERI HANSEN
2379 BEVILLE RD
DAYTONA BEACH, FL 32119

SUBJECT: MIDDLEBOURNE PROPERTY OWNERS ASSOCIATION, INC.
Ref. Number: W22000003442

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TALLAHASSEE, FL 32310

We have received your document for MIDDLEBOURNE PROPERTY 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):

The processing fee is \$70 dollars. Please send another check for \$35 dollars as we only have \$35 dollars currently for this filing.

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.

Matthew T Moon
Regulatory Specialist II Supervisor

Letter Number: 922A00000807

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: West End North at Nocatee Homeowners Association, Inc.

DOCUMENT NUMBER: 121000011905

The enclosed Articles of Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Teri Hansen

(Name of Contact Person)

ICI Homes

(Firm/ Company)

2379 Beville Road

(Address)

Daytona Beach, FL 32119

(City/ State and Zip Code)

thansen@icihomes.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Teri Hansen

386

236-4113

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee & Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) | <input type="checkbox"/> \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is Enclosed) |
|---|--|---|--|

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

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**ARTICLES OF INCORPORATION
OF
MIDDLEBOURNE PROPERTY OWNERS ASSOCIATION, INC.
(A Florida Not-for-Profit Corporation)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720, Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, by this Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation, shall have the following meanings, or if not defined below as defined in the Declaration, unless the context clearly reflects another meaning:

1. "Articles" shall mean and refer to these Articles of Incorporation and any duly adopted amendments hereto.
2. "Assessments" shall mean and refer to the assessments for which all Owners are obligated to the Association and shall include "Individual Assessments" and "Special Assessments" (as such terms are used in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.
3. "Association" shall mean and refer to Middlebourne Property Owners Association, Inc., a Florida not for profit corporation. The Association is not a condominium association and is not intended to be governed by Chapter 718, Florida Statutes.
4. "Board" shall mean and refer to the Board of Directors for the Association.
5. "County" shall mean and refer to St. Johns County, Florida.
6. "Developer" shall mean and refer to ICI Crossroads Holdings, LLC.
7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for Middlebourne which is intended to be recorded in the Public Records of St. Johns County, Florida, and any duly adopted amendments thereto.
8. "Director" shall mean and refer to a member of the Association Board of Directors.
9. "Governing Documents" shall mean and refer to the Declaration, the Articles of Incorporation, the Bylaws, the Plat, any supplements or amendments to any of the foregoing, and any instruments and documents referred to therein.

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10. "Lot" shall mean and refer to any parcel of land within Middlebourne as reflected on the Plat thereof, or on any additional plat, upon which a residence is permitted to be constructed, together with the improvements thereon.

11. "Member" shall mean and refer to the Owner of a Lot in Middlebourne.

12. "Owner" shall mean and refer to the record owner of legal title to a Lot in Middlebourne, and shall include Developer for so long as Developer owns fee simple title to a Lot, but shall exclude those whose interest is merely security for the performance of an obligation.

13. "Plat" shall mean and refer to the plat of Middlebourne as recorded in the Public Records of St. Johns County, Florida. In the event an additional plat is recorded in the Public Records of the County in connection with Additional Property made subject to the Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat. Not all property depicted on the Plat is subject to the Declaration.

Unless otherwise defined herein, the terms and definitions provided in the Declaration are incorporated herein by reference and shall appear in initial capital letters whenever such terms are used.

ARTICLE II NAME

The name of this corporation shall be MIDDLEBOURNE PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, whose principal address and mailing address is 2379 Beville Road, Daytona Beach, Florida 32119.

ARTICLE III PURPOSES

The Association is organized for the purpose of taking title to, operating, administering, managing, insuring, leasing and maintaining the Property according to the terms and conditions set forth in the Governing Documents and to enforce the covenants, restrictions and other provisions of the Governing Documents.

The Association shall operate, maintain, and manage the stormwater management system(s) consistent with the Requirements of Permit No. 113098-16 and all applicable SJRWMD rules.

ARTICLE IV POWERS

The Association shall have the following powers and shall be governed by the following provisions:

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A. The Association shall have all of the statutory and common law powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Governing Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are hereby incorporated into these Articles.

C. The Association shall have all the powers reasonably necessary to carry out the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Governing Documents.
2. To promulgate, amend, abolish, and enforce reasonable rules and regulations governing the use of the Common Areas and the Lots.
3. To fix, levy, and collect Assessments for the purpose of paying expenses and other costs defined in the Declaration, including costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and discharge of the duties of the Association.
4. To enforce by legal means Members' obligations pursuant to provisions of the Governing Documents.
5. To employ personnel, retain independent contractors and professional personnel, and to enter into contracts to provide services to the Association, including for the maintenance, operation, administration and management of the Property, and to enter into any other agreements consistent with the Association's purposes, including, but not limited to, agreements for the professional management of the Property and to delegate to such professionals such powers and duties of the Association as the Board of Directors deems necessary or desirable.
6. To provide, to the extent deemed desirable by the Board, any and all services, and to do any and all things in connection with, or in furtherance of, things listed above or to achieve the Association's goal of keeping and maintaining Middlebourne in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, and enforcement which will enhance the quality of life at Middlebourne.
7. To borrow money and to obtain such financing as is required to maintain, repair and replace the Property in accordance with the Declaration and, as security or collateral for any such loan, to assign the Association's right to collect Assessments levied for the purpose of repaying any such loan.
8. To fix, levy and collect assessments against members of the Association sufficient to pay the costs of maintenance and operation of the stormwater management system.
9. Notwithstanding anything contained herein to the contrary, the approval of three fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum present) shall be required prior to the engagement of legal counsel by the Association for

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purpose of suing, or making, preparing, or investigating any legal action, or instituting any legal action, other than for the following purposes:

(a) The collection of Assessments which in part shall be used for the maintenance and repair of any stormwater management systems and mitigation or preservation areas, including, but not limited to, the performance of work within retention areas, drainage structures, and drainage easements;

(b) the collection of other charges which Owners are obligated to pay the Association pursuant to the Governing Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Governing Documents;

(d) dealing with an emergency when waiting to obtain approval of the Members creates a substantial risk of irreparable injury to the Property or to Member(s); or

(e) filing a compulsory counterclaim.

The costs of any legal proceedings brought by the Association which are not included in the above exceptions shall be financed by the Association only with funds that are collected for that purpose by Special Assessment(s) and the Association shall not borrow money, use reserve funds, or use monies collected for other Association obligations.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, their admission to membership, the termination of such membership, and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Developer to an Owner is recorded amongst the County ("Initial Conveyance"), the Association's membership shall consist solely of Developer. Until the Initial Conveyance, Developer shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the Initial Conveyance, Developer shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Developer as to Lots owned by Developer, shall be a Member and shall have and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Developer by means of sale, inheritance, devise, judicial decree or otherwise, the person or entity thereby acquiring such

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shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument evidencing such acquisition of title to the Association.

D. The Association shall have two classes of voting membership:

1. Class "A" Members shall be all Members, with the exception of Developer while Developer is a Class "B" Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. Class "B" Member shall be Developer, who shall be entitled to three (3) times the total number of votes of all Class "A" Members plus one (1) vote. Class "B" Membership shall terminate and convert to Class "A" Membership upon the earlier to occur of the following events (the "Turnover Date"):

(a) three (3) months after the conveyance of ninety percent (90%) of the total developed lots by Developer, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County;

(b) upon the Class "B" Member 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 Developer has abandoned and deserted the Property if Developer has unpaid Assessments or guaranteed amounts under Section 720.308, Florida Statutes, for a period of more than two (2) years;

(c) upon the Class "B" Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(d) upon the Class "B" Member losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor over has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment;

(e) upon a receiver for the Class "B" Member being appointed by a circuit civil court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or the Members; or

(f) when, in its discretion, the Class "B" Member so determines.

On the Turnover Date, Class "A" Members, including Developer, shall assume control of the Association and elect not less than a majority of the Board.

Notwithstanding the foregoing, Class "A" Members are entitled to elect at least one member of the Board when fifty percent (50%) of the parcels in all phases of the community which will ultimately be operated by the Association have been conveyed to Members other than Developer.

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For purposes of the foregoing Paragraph, the phrase "Members other than Developer" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for sale.

E. The designation of different classes of membership are for the purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires a vote of the Members, unless otherwise specifically set forth in the Governing Documents.

F. A Member may not assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his/her Lot.

G. Any Member who conveys or loses title to a Lot 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 Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall only be one (1) vote for each Lot, except for the Class "B" Member as set forth herein. If there is more than (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote.

I. A quorum shall consist of Members entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI TERM

The Association's existence shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

In the event and upon the dissolution of the Association, if the Veterans Administration ("VA") is guaranteeing or the U.S. Department of Housing and Urban Development ("HUD") is insuring the mortgage on any Lot, then unless otherwise agreed to in writing by HUD or VA, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring

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any mortgage; provided if either agency has granted project approval for Middlebourne, then HUD and/or VA shall be notified of such dissolution. In the event of 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 Applicant's Handbook Volume 1, Section 12.3, and be approved by the Agency prior to such termination, dissolution or liquidation.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles is: J. Andrew Hagan, Esq., 2379 Beville Road, Daytona Beach, Florida, 32119.

ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, child or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

| | |
|---------------------|---------------|
| President | Mike Veazey |
| Vice President | Joe Blanco |
| Secretary/Treasurer | James Stowers |

ARTICLE X BOARD OF DIRECTORS

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A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Developer's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to the meeting at which Directors are to be elected. Except for Developer-appointed Directors, Directors must be Members or the parents, children or spouses of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

| <u>NAMES</u> | <u>ADDRESSES</u> |
|---------------|--|
| Mike Veazey | 2379 Beville Road Daytona Beach, Florida, 32119 |
| James Stowers | 2379 Beville Road Daytona Beach, Florida, 32119 |
| Joe Blanco | 2379 Beville Road Daytona Beach, Florida, 32119 |

Developer reserves the right to replace and/or appoint successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Upon the Turnover Date, the Members other than Developer ("non-Developer Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by non-Developer Members shall occur at a special meeting of the membership called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

D. The Initial Election Meeting shall be called by the Association, through the Board, as provided in Paragraph C. A notice of the meeting shall be delivered to all Members as provided in the Bylaws, provided, however, that Members shall be given at least fourteen (14) days' notice prior to such meeting. The notice shall state the number of Directors which shall be elected by non-Developer Members and the remaining number of Directors to be appointed by Developer.

E. At the Initial Election Meeting, non-Developer Members, who shall include all Members other than Developer, the number of which may change from time to time, shall elect two (2) of the Directors, and Developer, until the Developer's Resignation Event, shall be entitled to (but shall not be obligated to) appoint or designate one (1) Director (the "Initial Elected Board"). Developer reserves the right, until the Developer's Resignation Event, to appoint any successor, or any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent Annual Members Meeting until the Annual Members Meeting

following the Developer's Resignation Event or until a non-Developer-elected Director is removed in the manner hereinafter provided.

A Director (other than a Developer-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of the Members for any reason deemed to be in the best interests of the Members. A meeting of the non-Developer Members to so remove a Director (other than a Developer-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

H. Upon the earlier to occur of the following events ("Developer's Resignation Event"), Developer shall cause all of its designated Directors to resign:

1. When Developer no longer holds at least five percent (5%) of the Lots for sale in the ordinary course of business and all Lots sold by Developer have been conveyed as evidenced by the recording of instruments of conveyance of such Lots in the public records of St. Johns County; or

2. When Developer causes the voluntary resignation of all of the Directors designated by Developer and not does not designate replacement Directors.

Upon Developer's Resignation Event, the Directors elected by non-Developer Members shall elect a successor Director to fill the vacancy caused by the resignation of Developer's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Developer's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph D of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Developer's Resignation Event, all Directors shall be elected by the Members and shall serve until the next Annual Members Meeting and until his successor is elected and qualified.

J. The resignation of a Director who has been designated by Developer or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of actions(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or non-Developer Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or non-Developer Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI
INDEMNIFICATION

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Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney's fees, whether incurred before trial, at trial, or on appeal, and any postjudgment proceedings, reasonably incurred by such officer or Director in connection with any negotiation, proceeding, arbitration, litigation or settlement related to or arising from him/her being or having been a Director or officer of the Association, and whether or not such person is a Director or officer at the time such cost, expense or liability is incurred, except that, as it relates to settlement, the foregoing indemnification provisions shall apply only to the extent the Board approves such settlement and reimbursement for the costs and expenses thereof as being in the best interests of the Association. If a Director or officer admits willful malfeasance in the performance of his/her duties, or is adjudicated guilty of such, the indemnification provided for herein shall not apply. The right of indemnification provided for herein shall be in addition to any and all rights of indemnification an officer or Director is entitled to under common law or statute.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be amended or rescinded as provided for in the Bylaws. The provisions of these Articles shall control over the Bylaws in the event of any conflict.

ARTICLE XIII AMENDMENTS

Prior to the Turnover Date, these Articles may be amended by a majority vote of the Board, without the approval of the Members, at a duly called meeting of the Board, except to the extent limited by applicable law as of the date the Declaration is recorded. Prior to the Turnover Date, Developer shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other owners, or any other party shall be required or necessary for such amendment.

Subsequent to the Turnover Date, these Articles may be amended by (i) a majority of the Board of Directors, and (ii) not less than sixty-six and two-thirds percent (66 2/3%) of the Voting Interests present and voting in person or by proxy at a meeting at which a quorum of Members is present. No amendment shall be effective until it is recorded in the Public Records of the County.

Notwithstanding the foregoing, no amendment to these Articles which shall abridge, prejudice, or modify any rights of Developer shall be effective without the prior written consent of Developer.

ARTICLE XIV MERGERS AND CONSOLIDATIONS

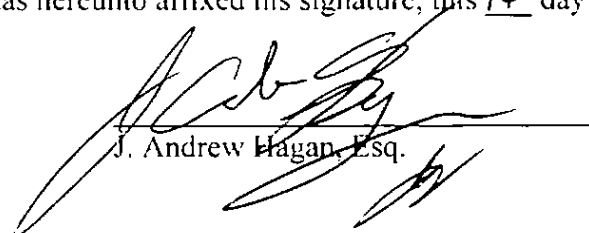
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The Association may merge or consolidate with other not-for-profit corporations formed for the same purposes, subject to the provisions of the Declaration applicable to the Property and to the extent allowed by law, provided that any such merger or consolidation shall be approved as provided by Chapter 617, Florida Statutes, as amended from time to time. For purposes of any vote of the Members required under said statutes, any such merger or consolidation shall require the approval of Developer for so long as Developer owns any portion of the Property.

ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT

The name and street address of the initial registered office of the Association is ICI Crossroads Holdings, LLC, 2379 Beville Road, Daytona Beach, Florida 32119.

IN WITNESS HEREOF, the Incorporator has hereunto affixed his signature, this 14th day of December, 2021.



J. Andrew Hagan, Esq.

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XV herein, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under Chapter 617, Florida Statutes.

ICI CROSSROADS HOLDINGS, LLC

By: 

Printed Name: J. Andrew Hagan

Title: Esquire

Dated: _____

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