

# Na3000009630

**Note:** Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document

((H230002772573))



H230002772573ABC2

**Note:** DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations  
Fax Number : (850)617-6381

From:

Account Name : STEARNS WEAVER MILLER  
Account Number : 119990000211  
Phone : (813)223-4800  
Fax Number : (813)441-8860

S. CHATHAM  
AUG 11 2023

2023 AUG 10 PM 12:14

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: manderson@stearnsweaver.com

RECEIVED

2023 AUG 10 PM 9:01

SEATON CREEK HOMEOWNERS ASSOCIATION, INC.

## FLORIDA PROFIT/NON PROFIT CORPORATION SEATON CREEK HOMEOWNERS ASSOCIATION, INC.

Certificate of Status	1
Certified Copy	1
Page Count	10
Estimated Charge	\$87.50

(((H23000277257 3)))

**ARTICLES OF INCORPORATION**  
**OF**  
**SEATON CREEK HOMEOWNERS ASSOCIATION, INC.**  
**(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

(((H23000277257 3)))

(((H23000277257 3)))

## TABLE OF CONTENTS

	Page
1. Name of Corporation.....	2
2. Principal Office.....	2
3. Registered Office - Registered Agent.....	2
4. Definitions.....	2
5. Purpose of the Association.....	2
6. Not for Profit .....	2
7. Powers of the Association.....	2
8. Voting Rights.....	4
9. Board of Directors.....	4
10. Dissolution.....	4
11. Duration .....	4
12. Amendments.....	4
13. Limitations.....	5
14. Officers.....	5
15. Indemnification of Officers and Directors.....	5
16. Transactions in Which Directors or Officers are Interested.....	6

(((H23000277257 3)))

(((H23000277257 3)))

ARTICLES OF INCORPORATION  
OF  
SEATON CREEK HOMEOWNERS ASSOCIATION, INC.  
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a not-for-profit corporation, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is SEATON CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

2. Principal Office. The principal office of the Association is 7411 Fullerton Street, Suite 220, Jacksonville, Florida 32256.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 401 East Jackson Street, Suite 2100, Tampa, Florida 33602. The name of the Registered Agent of the Association is:

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.  
C/O CHRISTIAN F. O'RYAN, ESQ.

4. Definitions. The COMMUNITY DECLARATION FOR SEATON CREEK (the "Declaration") will be recorded in the Public Records of Duval County, Florida, and shall govern all of the operations of a community to be known as SEATON CREEK. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, the Bylaws and these Articles; and (iii) administer the rights and interests of the Declarant, the Association, Builders, and the Owners.

6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and SEATON CREEK;

7.3 To operate and maintain the SMS, in the event the District does not operate and maintain the SMS. In the event the District does not own and operate all SMS, the Association shall operate, maintain and manage the SMS in a manner consistent with the Permit requirements and applicable SJRWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SMS. To the extent required by the Permit, the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SMS. In the event the District does not own and operate all SMS, Assessments shall be used for the maintenance and repair of the SMS and mitigation or preservation areas, including, but not limited to, work within retention areas, drainage structures, and drainage easements;

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and the Bylaws;

((H23000277257 3)))

7.5 To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration;

7.7 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of SEATON CREEK to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, SEATON CREEK, the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.11 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.12 To employ personnel and retain independent contractors to contract for management of the Association, SEATON CREEK, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and SEATON CREEK, as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

7.14 To establish committees (which may be comprised of Owners and individuals which are not Directors or Officers of the Board) and delegate certain of its functions to those committees;

7.15 To have the power to sue and be sued;

7.16 To take any other action necessary or desirable to carry out any purpose for which the Association has been organized; and

7.17 To enter into agreements with other homeowners associations, property associations or other third parties, including, without limitation, any cost-sharing agreements or agreements to acquire licenses, leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of SEATON CREEK, including, but not limited to, facilities, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2022), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement.

((H23000277257 3)))



(((H23000277257 3)))

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Prior to the Turnover, the Declarant 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 or required 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 to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board 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 or required 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. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant.

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President: Zenzi Rogers

7411 Fullerton Street, Suite 220  
Jacksonville, Florida 32256

Vice President: Tiffany Csalovszki

7411 Fullerton Street, Suite 220  
Jacksonville, Florida 32256

Secretary/Treasurer: Jonathan Simmons

7411 Fullerton Street, Suite 220  
Jacksonville, Florida 32256

15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

(((H23000277257 3)))

((H23000277257 3)))

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or the Declarant, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.


[Signature on the Following Page]

2023 AUG 10 PM 12:14



((H23000277257 3)))

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 8<sup>th</sup> day of August, 2023.



Christian F. O'Ryan, Esq.  
Incorporator  
401 E. Jackson Street, Suite 2100  
Tampa, Florida 33602

2023 AUG 10 PM 12:14  
S. J. J. J.

((H23000277257 3)))


(((H23000277257 3)))

**ACCEPTANCE BY REGISTERED AGENT**

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

Dated this 8<sup>th</sup> day of August, 2023.

STEARNS WEAVER MILLER WEISSLER  
ALHADEFF & SITTERSON, P.A.

By:   
Christian F. O'Ryan, Esq.

Registered Office:  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

Principal Corporation Office:  
7411 Fullerton Street, Suite 220  
Jacksonville, Florida 32256

2023 AUG 10 PM 12:14  
JUL 11 2023

(((H23000277257 3)))