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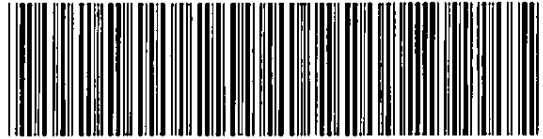
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COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: JOHNSON COMMONS TOWNHOMES OWNERS ASSOCIATION, INC.

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

71.75
☒ \$78.75 + 1 pgs
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Alexandra M. Amador, Esq.

Name (Printed or typed)

110 Solana Rd., Ste 102

Address

Ponte Vedra Beach, FL 32082

City, State & Zip

904-753-6321

Daytime Telephone number

aamador@flclegal.com

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

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION
OF
JOHNSON COMMONS TOWNHOMES OWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a Florida Corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE I
NAME & ADDRESS**

The name of this corporation shall be **Johnson Commons Townhomes Owners Association, Inc.** All references herein to "Association" shall refer to Johnson Commons Townhomes Owners Association, Inc. The principal and mailing address of the Association is: 1819 Goodwin St., Jacksonville, FL 32204.

**ARTICLE II
PURPOSE**

The Association shall be the entity responsible for performing the duties and exercising the rights contemplated by the Declaration of Covenants, Conditions, Restrictions, and Easements for Johnson Commons Townhomes ("Declaration"). The Association shall have all the rights and powers as provided in the Governing Documents and as provided in Chapters 617 and 720 of the Florida Statutes, as each may be amended periodically. All capitalized terms appearing herein shall have the same meanings as set forth in the Declaration.

**ARTICLE III
COMMENCEMENT AND TERM OF EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

**ARTICLE IV
ASSOCIATION POWERS**

The Association shall have the following powers:

4.1 The Association shall have all of the common law and statutory powers of a Florida Corporation not-for-profit that are not in conflict with the Declaration, Articles, Bylaws, or the Homeowners' Association Act.

4.2 The Association shall have all of the powers that are granted now or in the future to the Association by the Declaration, Articles, and Bylaws and applicable law. Such powers include the operation, maintenance, management, repair, and replacement of Association Property, and shall also include the levying and collection of Assessments.

4.3 In addition to the foregoing, and in addition to those powers granted to Corporations not-for-profit under Florida law, the Association shall have the following powers:

a) To levy and collect Assessments, fines, and other charges against Members and to use the proceeds to exercise its powers and fulfill its duties;

b) To acquire, own, operate, mortgage, lease, sell, and trade property, whether real or personal, as deemed appropriate by the Board of Directors;

c) To maintain, repair, replace, and operate the Property and Association Property in accordance with the Governing Documents;

d) To borrow money as necessary to exercise its powers and fulfill its duties, and as security for such loan, to pledge its assets and assign as collateral the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan;

e) To purchase insurance to protect Association Property, Directors, Officers, Members, managers, and the Association's agents;

f) To make, establish, and enforce Bylaws and reasonable rules and regulations governing the use of the Property and conduct of Members and Invitees;

g) To act as trustee on behalf of the Members, obtain and use insurance proceeds, and to reconstruct Improvements on the Property in the event of casualty or other loss;

h) To enforce the provisions of the Governing Documents and Homeowners' Association Act by any and all legal and equitable means available;

i) To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation, and management of the Property, and to enter into any other agreements consistent with the purposes of the Association including management agreements, agreements to acquire use or possessory interests in real property, whether adjacent to the Property or otherwise, and to provide therein that the expenses related to the acquisition or use of such interests are common expenses which may be funded by Assessments. Such expenses may include (but are not limited to) taxes, insurance, utilities, memberships, and maintenance and repair costs;

j) To sue and be sued.

k) To maintain, repair, operate, and manage any land or property as required by any governmental or quasi-governmental authority pursuant to any license, permit, or otherwise, including (but not limited to) permits for the Stormwater Management System issued by the St. Johns River Water Management District;

4.4 Association Property. All funds and title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Association and its Members in accordance with the Governing Documents.

4.5 Distribution of Income. The Association shall make no distribution of income to its Members, Directors, or Officers. This provision shall not apply to the distribution of insurance proceeds, condemnation proceeds, or distribution of assets upon dissolution in accordance with the Governing Documents, the Homeowners' Association Act, and the Florida Not For Profit Corporation Act.

ARTICLE V INCORPORATOR

The name and address of the Incorporator of these Articles are: Christian A. Allen, 1819 Goodwin Street, Jacksonville, FL 32204.

ARTICLE VI DIRECTORS

6.1 Number and Qualification. The Association shall be governed by a Board of Directors which shall initially be comprised of three (3) persons. At and after Transition, the Board of Directors may be increased to be comprised of five (5) persons, subject to the Bylaws. The process for electing Directors and their terms of office shall be set forth in the Association's Bylaws.

6.2 Duties and Powers. All duties and powers of the Association shall be exercised exclusively by the Board of Directors (or as may be delegated by the Board to a committee, agent, contractor, or employees), subject only to approval by Members when specifically required by the Governing Documents or by law.

6.3 Election and Removal. The manner of electing and removing Directors and conducting the annual meeting shall be as stated in the Bylaws.

6.4 First Directors. The following persons shall constitute the initial Board of Directors and each shall hold office for the terms and subject to the provisions of the Bylaws:

<u>NAME</u>	<u>ADDRESS</u>
Christian A. Allen	1819 Goodwin St., Jacksonville, FL 32204
George Leone	1819 Goodwin St. Jacksonville, FL 32204
Michael O'Neal	1819 Goodwin St. Jacksonville, FL 32204

ARTICLE VII OFFICERS

Association affairs shall be managed by a President, one or more Vice Presidents, a Secretary, and a Treasurer, and such other Officers as the Board shall deem appropriate from time to time. Officers shall be appointed and removed by the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAMES AND ADDRESSES</u>	<u>OFFICE</u>
Christian A. Allen 1819 Goodwin St. Jacksonville, FL 32204	President
George Leone 1819 Goodwin St. Jacksonville, FL 32204	Vice President
Michael O'Neal 1819 Goodwin St. Jacksonville, FL 32204	Secretary/Treasurer

ARTICLE VIII MEMBERS

8.1 Membership. Every person or entity who is a record owner of a fee interest in a Lot shall be a mandatory Member of the Association. Membership in the Association is appurtenant to, and inseparable from, ownership of a fee interest in a Lot and may not be conveyed, transferred, or hypothecated except through conveyance, transfer, or hypothecation of the Lot to which the membership interest is appurtenant. Membership may not be abandoned or surrendered and no person may dissociate himself or herself without divesting himself or herself of a fee interest in the Lot to which the membership interest is appurtenant.

8.2 Multiple Owners of Record. When any one (1) Lot is owned by more than one (1) person, individual, partnership, corporation, or other legal entity, the composite title holder shall constitute one (1) Member of the Association. Any person, individual, partnership, corporation, or other legal entity owning more than one (1) Lot shall constitute as many Members as the number of Lots owned.

8.3 Classes of Membership and Voting Rights. The Association shall initially have two (2) classes of Members as provided below.

a) Class A Members. The Class A Members are all Owners, excluding Declarant until Transition. After Transition, Declarant shall be a Class A Member with

respect to any Lots owned by Declarant after Transition. There shall be one (1) Voting Interest per Lot for all matters for which Members are entitled to vote, irrespective of the number of Owners of the Lot. The Voting Interest shall be exercised by the Members in the manner provided by the Declaration, the Articles, and the Bylaws, subject to limitations including the Association's right to suspend the voting rights of a Member pursuant to the Governing Documents and applicable law.

b) Class B Member. The Class B Member is the Declarant, who shall have a number of Voting Interests equal to the total number of Voting Interests of the Class A Members multiplied by one hundred (100) until Transition. The Class B Membership shall terminate at Transition, and after Transition Declarant shall be a Class A Member with respect to any Lots owned by Declarant after Transition. Until Transition, and subject to Section 8.5 below, Declarant shall have the right to appoint all members of the Board of Directors.

8.4 Transition. Transition of Association control is the point at which Members other than the Declarant are entitled to elect a majority of the members of the Board. For the purposes of this section, "Members other than the Declarant" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing Improvements thereon for resale. Transition shall occur on the earliest of the following events:

a) Three months after 90 percent of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Members other than the Declarant;

b) Upon the Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. There is a rebuttable presumption that the Declarant has abandoned and deserted the property if the Declarant has unpaid Assessments or guaranteed amounts for a period of more than 2 years;

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

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

e) Upon a receiver for the Declarant being appointed by a circuit 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 its Members.

8.5 Member Representation Pre-Transition. Members other than the Declarant are entitled to elect one member of the Board of Directors once 50 percent of the Lots in all phases of

the community which will ultimately be operated by the Association have been conveyed to Members other than the Declarant.

8.6 Post Transition. After Transition, Declarant shall be entitled to elect at least one member of the Board of Directors so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Association. After Transition, Declarant may exercise the right to vote any Declarant-owned voting interest in the same manner as any other Member, except for the purposes of reacquiring control of the Association or selecting the majority of the Board of Directors.

8.7 Exercise of Voting Interests. Members may exercise their Voting Interests in the manner provided in the Bylaws.

ARTICLE IX INDEMNIFICATION

Every Director, Officer, employee, and designated agent (as may be designated in other contracts with such agent) of the Association shall be indemnified by the Association and against all expenses and liabilities, including attorneys' fees and costs reasonably incurred or imposed upon the Director, Officer, employee, or designated agent in connection with any proceeding or settlement of a dispute to which the Director, Officer, employee, or designated agent may be a party, or in which the Director, Officer, employee, or designated agent may become involved by reason of being or having been a Director, Officer, employee, or designated agent of the Association, regardless of whether that person maintained his or her position at the time such expenses are incurred; provided, however, that no such Director, Officer, employee, or designated agent shall be entitled to indemnification in the event that such person: (i) committed a violation of criminal law, unless the Director, Officer, employee, or designated agent had reasonable cause to believe his or her conduct was lawful and not no reasonable cause to believe his or her conduct was unlawful; (ii) engaged in a transaction from which the Director, Officer, employee, or designated agent derived an improper personal benefit; (iii) made an unlawful distribution as provided by Florida law; or (iv) engaged in willful misconduct or a conscious disregard for the best interests of the Association in the performance of his or her duties. The Association may advance expenses, including attorneys' fees and costs, associated with any legal action instituted against a Director, Officer, employee, or designated agent upon approval of a majority of the Board of Directors, exclusive of any Director seeking indemnification; provided, however, that the Association shall be entitled to reimbursement if it is ultimately determined that the Director, Officer, employee, or designated agent was not entitled to indemnification in accordance with this Article. In the event of a settlement, the indemnification set forth herein shall apply only when the Board of Directors, exclusive of any Director seeking indemnification, approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which Directors, Officers, employees, or designated agents may be entitled.

**ARTICLE X
AMENDMENT, MERGER, & DISSOLUTION**

10.1 Amendment Before Transition. Before Transition, the Declarant may unilaterally amend these Articles of Incorporation by an instrument signed by the Declarant, filed in the Office of the Secretary of State of the State of Florida, and recorded in the Official Records of Duval County, Florida.

10.2 After Transition. After Transition, these Articles may be amended by the affirmative vote of two-thirds (2/3) of the total Voting Interests. Amendments shall be effective upon filing with the Office of the Secretary of State of the State of Florida and recordation in the Official Records of Duval County, Florida.

10.3 Limitations on Amendments. Subject to the Declarant's right to unilaterally amend these Articles before Transition, these Articles may not be amended in any manner that would:

- a) Affect any rights of the Declarant without Declarant's express written approval;
- b) Be detrimental to the Declarant's improvement, marketing, and sale of the Property, in Declarant's sole discretion, without Declarant's express written approval or
- c) Make any changes in the qualifications for Membership or to the Voting Interests of the Members of the Association without first obtaining written approval of all Members and joinder of all record owners of first mortgages encumbering Lots, and for so long as Declarant owns any part of the Property, and until Declarant has completed construction of all proposed Improvements, Declarant's express written approval.

After Transition, this Section concerning limitations on amendments may only be amended upon the approval of the Declarant, all Members of the Association, and all record owners of first mortgages encumbering Lots. Any attempt to amend these Articles in a manner inconsistent with the amendment requirements herein shall be null and void.

10.4 Merger. The Corporation may be merged with another Florida Corporation Not For Profit by the adoption of a proposed plan of merger and a resolution approving the proposed plan adopted by the Board of Directors and approved by all of the Voting Interests. In addition, for so long as Declarant owns any part of the Property, and until Declarant has completed construction of all proposed improvements on the Property, merger of the Corporation shall require Declarant's express written approval.

10.5 Dissolution. The Corporation may be dissolved by the adoption of a resolution to dissolve by the Board and the approval of all the Voting Interests. In addition, for so long as Declarant owns any part of the Property, and until Declarant has completed construction of all proposed improvements on the Property, dissolution of the Corporation shall require Declarant's express written approval. 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 I, Section 12.3, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE XI
DESIGNATION OF REGISTERED AGENT & OFFICE**

The initial registered agent of the Association is:

McCabe & Ronsman
110 Solana Road
Suite 102
Ponte Vedra Beach, FL 32082

IN WITNESS WHEREOF, the Incorporator submits this document and affirms that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Christian A. Allen, Incorporator

12/20/23

Date

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ACCEPTANCE OF REGISTERED AGENT

I hereby accept the appointment as registered agent to act in this capacity. I further agree to comply with the provision of all statutes relative to the property and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.



Signature of Registered Agent

12/21/2023
Date

Michael McLohe
Print Name

Title: President

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