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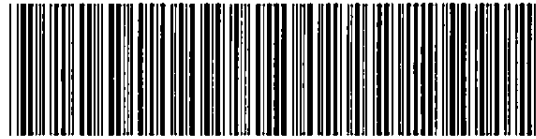
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TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

**Department of State**  
**Division of Corporations**

**American Expediting (Stealth Courier)**

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## COVER LETTER

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

**SUBJECT:** JULINGTON CREEK VILLAGE PROPERTY 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

☐ \$78.75  
Filing Fee  
& Certified Copy

☐ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

**FROM:** BRYAN W. SYKES  
\_\_\_\_\_  
Name (Printed or typed)

4923 W. CYPRESS ST.  
\_\_\_\_\_  
Address

TAMPA, FL 33607  
\_\_\_\_\_  
City, State & Zip

813-443-5260  
\_\_\_\_\_  
Daytime Telephone number

AZUREDE@MERIDIANPARTNERSLAW.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  
JULINGTON CREEK VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned incorporator, desiring to form a not-for-profit corporation under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

**ARTICLE I  
NAME**

Section 1.1 The name of this Corporation is **JULINGTON CREEK VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter called the "Association" in these Articles).

**ARTICLE II  
OFFICE AND REGISTERED AGENT**

Section 2.1 The Association's registered office is located at 5600 Mariner Street, Suite 140, Tampa, FL 33609.

Section 2.2 The Association's registered agent is Bryan W. Sykes, Esq., who maintains a business office at 4923 West Cypress Street, Tampa, FL 33607. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III  
PURPOSE**

Section 3.1 The Association does not contemplate pecuniary gain or profit to its Members and the specific purposes for which it is formed are to provide for the operation, maintenance, and preservation of the Common Areas described in that certain *Declaration of Easements, Covenants and Restrictions* dated April 5, 2013 and recorded in Official Records Book 3713, page 614 of the Public Records of St Johns County, Florida, as subsequently amended, from time to time (the "Declaration") with respect to that certain real property more particularly described therein. Capitalized or defined terms contained in the Declaration shall be ascribed the same meaning and import when used herein, unless otherwise expressly set forth herein.

**ARTICLE IV  
TERM OF EXISTENCE**

Section 4.1 The term of existence for the Association shall be perpetual.

**ARTICLE V  
POWERS**

Section 5.1 Without limitation, this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association set forth in the Declaration, said Declaration being incorporated herein as if set forth in full;

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(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or Assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of Assessments in the exercise of its powers and duties hereunder;

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

(e) Borrowing. Borrow money and, with the approval of a majority of the Members entitled to vote, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(f) Dedications. Dedicate, sell or transfer, with the approval of a majority of the Members entitled to vote, all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as the approving Members determine;

(g) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Common Areas consistent with the rights and duties established by the Declaration and these Articles;

(h) Levy/Collect Assessments. Levy and collect adequate Assessments against Members of the Association for the costs of maintenance and operation of the Common Areas, including but not limited to, the Streets and Streetscapes, the Drainage System and Facilities, the Sanitary Facilities, the lake, and all areas dedicated as Common Areas on any Plat and any real property dedicated as such, in the future, to the Association;

(i) Operate/Maintain. To operate, maintain, and manage (or contract with third parties to operate, maintain and manage) the Common Areas, and specifically, to operate, maintain and manage the Drainage System and Facilities, in a manner consistent with the environmental resource permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein;

(j) General. Have and exercise all common law rights, powers, and privileges and those that a not-for-profit corporation may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(k) Enforcement. To enforce by legal means the obligations of the Members of the Association and the provisions of the Declaration;

(l) Litigation. To sue or be sued; and

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(m) Other. Engage in all lawful acts permitted or authorized by Section 617.0302, Fla. Stat.

## **ARTICLE VI** **MEMBERSHIP**

Section 6.1 Every person who from time to time holds the record fee simple title to any Lot that is subject to the provisions of the Declaration is a Member of the Association, excluding, however, those persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

## **ARTICLE VII** **VOTING RIGHTS**

Section 7.1 Voting rights of the Members shall be as set forth in Section 2.5 of the Declaration. In any situation where a party or person is entitled personally to exercise the vote for his Lot and more than one party or person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as such parties or persons determine among themselves and advise the Secretary of the Association, in writing, prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one party or person seeks to exercise it.

## **ARTICLE VIII** **BOARD OF DIRECTORS**

Section 8.1 The Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times there must be either three Directors or five Directors. The initial Directors named below shall serve until this Association's first annual meeting. The Members of the Association shall elect the Directors by secret written ballot. The term of office for all Directors is one year. Any vacancies occurring during the elected term of the Board of Directors will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by secret written ballot. Each Member may vote for each vacancy; however, cumulative voting is not permitted. Directors need not be Association Members.

Section 8.2 The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

Name:	Title:	Address:
Dhvanit Patel	P/D	5600 Mariner St., Ste 140 Tampa, FL 33609
Ali Wald	VP/D	5600 Mariner St., Ste 140 Tampa, FL 33609
Angela Meyers	T/S/D	5600 Mariner St., Ste 140 Tampa, FL 33609

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CLERK OF DISTRICT COURT  
HILLSBORO, FLORIDA

**ARTICLE IX**  
**INCORPORATOR**

Section 9.1 The name and address of the incorporator of the Association is: Bryan W. Sykes, 4923 West Cypress Street, Tampa, FL 33607.

**ARTICLE X**  
**DISSOLUTION**

Section 10.1 The Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by all of the Members entitled to vote. Upon dissolution of the Association in any manner other than incident to a merger or consolidation, all of the Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any not-for-profit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any Member or other private individual.

Section 10.2 In the event, of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water and stormwater management system must be transferred to and accepted by an entity which would comply with Section 40, Fla.Adm.Code, and be approved by the District prior to such termination, dissolution or liquidation.

**ARTICLE XI**  
**DURATION**

Section 11.1 The Association exists perpetually; however, if the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a not-for-profit corporation similar to the Association.

**ARTICLE XII**  
**BY-LAWS**

Section 12.1 This Association's By Laws initially will be adopted by the Board of Directors; however, thereafter, the By Laws may be altered amended, or rescinded with the approval of the Board of Directors, except as to those provisions for amendment to the By Laws which are provided in the Declaration or any future supplemental declaration in which case those provisions shall control such amendment. Further, no amendment to the initial By Laws shall impose any materially greater obligations and/or restrictions upon a Lot or materially impair any rights and/or easements appurtenant to any Lot, without first obtaining the prior written consent and joinder of the affected Owner.

**ARTICLE XIII**  
**AMENDMENTS**

Section 13.1 Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of a majority of the Lot owners. No amendment made pursuant to this section shall

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ALLIANCE  
P. 3-03

extinguish the duty of the Association to maintain all Common Areas, including, without limitation, the Drainage System and Facilities, as provided herein. Further, no such amendment shall impose any materially greater obligations and/or restrictions upon a Lot or materially impair any rights and/or easements appurtenant to any Lot, without first obtaining the prior written consent and joinder of the affected Owner.

#### **ARTICLE XIV** **INTERPRETATION**

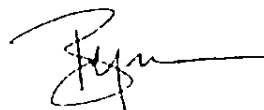
Section 14.1 Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. By subscribing and filing these Articles, the incorporator intends for its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

#### **ARTICLE XV** **INDEMNIFICATION**

Section 15.1 The Association shall indemnify any individual who was or is a party to any proceeding (other than an action by, or in the right of, the Association), by reason of the fact that such individual is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such proceedings, including any appeal thereof, to the full extent as authorized by law, said indemnity to include but not be limited to expenses and amounts paid in settlement, expenses of liabilities incurred as a result of such individual serving as a director, officer, employee or agent as hereinabove provided, or as otherwise contemplated and included within applicable law. Indemnification and advancement of expenses as provided herein shall continue as to an individual who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such an individual, and any amendment or changes to this indemnification provision shall be prospective only and as to individuals who shall serve as a director, officer, employee or agent after the Effective Date of such amendment, and such amendment shall not otherwise affect the rights of indemnification for any individual who has theretofore served as a director, officer, employee or agent.

**IN WITNESS WHEREOF**, the undersigned incorporator has hereunto set his hand this 20th day of May, 2024.

**INCORPORATOR:**



Bryan W. Sykes

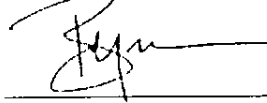
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### ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent and to accept service of process for **JULINGTON CREEK VILLAGE PROPERTY OWNERS ASSOCIATION, INC.** (the "Association"), at the place designated in Section 2.2 of the Articles of Incorporation for the Association, I hereby accept appointment as the Registered Agent of the Association and agree to act in such capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties and I am familiar with and accept the obligation of my position as Registered Agent.

REGISTERED AGENT:



\_\_\_\_\_  
Bryan W. Sykes

Dated: May 20, 2024