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Florida Department of State

Division of Corporations

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FLORIDA PROFIT/NON PROFIT CORPORATION

Breakers Townhomes Homeowners Association, Inc.

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**ARTICLES OF INCORPORATION OF
BREAKERS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

(A Florida not-for-profit corporation)

Article I. NAME

The name of this corporation shall be **BREAKERS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.** (the "Association").

Article II. PURPOSES

The general nature, objects and purposes of the Association are:

To promote the health, safety and welfare of the owners of the property within that area referred to as Breakers Townhomes, as defined in the Declaration of Covenants and Restrictions for Breakers Townhomes be recorded in the Public Records of Nassau County, Florida.

To own, maintain, repair and replace general and/or common areas, parks, sidewalks, access paths, streets, other common areas, structures and other improvements in or benefiting owners of Breakers Townhomes for which the obligation to maintain and repair has been delegated and accepted and to cooperate with other property owners' associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and other property owners' associations and to contribute to such common maintenance interests whether within or without Breakers Townhomes.

To control the specifications, architecture, design, appearance, elevation, and location of (and landscaping around) all buildings of any type, including walls, fences, site paving, grading, antennae, sewers, drains, disposal systems, or other structures constructed, placed, or permitted to remain in Breakers Townhomes, as well as any alteration, improvement, addition, or change thereto.

To provide, purchase, acquire, replace, improve, maintain, or repair such buildings, structures, landscaping, street lights, signage, paving, and equipment, both real and personal, related to the health, safety, and welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, or convenient.

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

To perform all of the functions contemplated of the Association and undertaken by the Board of Directors in the Declaration of Covenants and Restrictions described above.

Article III. GENERAL POWERS

The general powers that the Association shall have are as follows:

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JULIA MASSE, FL

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Manager

To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

To promulgate and enforce rules, regulations, by-laws, covenants, restrictions, and agreements to effectuate the purposes for which the Association is organized.

To delegate power or powers where such is deemed in the interest of the Association.

To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of, real or personal property, to enter into, make perform or carry out contracts of every kind with any person, firm, corporation, or association, to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the law of the State of Florida.

Assoc. To operate, maintain and manage the Common Area, which includes the surface water or stormwater management system in a manner consistent with the St. Johns River Water Management District Permit No. 210118-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

To fix assessment to be levied against the Property, to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with condominium associations or other property owners' association for the collection of such assessments.

To charge recipients for services rendered by the Association and the user for use of the Association property where such is deemed appropriate by the Board of Directors of the Association.

(h) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

(i) To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

(j) To sue and be sued and appear and defend in all actions and proceedings in the Association's name to the same extent as a natural person.

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(k) To merge with any other association which may perform similar functions located within the same general vicinity of the Property, as defined in the Declaration of Covenants and Restrictions described above.

(l) In general, to have all powers conferred upon a not-for-profit corporation by the laws of the State of Florida, except as prohibited herein.

MEMBERS

The Members shall consist of Intact Construction Management Group, LLC, a Florida limited liability company and its successors and assigns, as Declarant, and Owners of the Property, as such terms are defined in the Declaration of Covenants and Restrictions for Breakers Townhomes.

All terms as used herein which are defined in the Declaration shall have the same meaning as defined therein.

Article IV. VOTING AND ASSESSMENTS

Subject to the restrictions and limitations hereinafter set forth, there shall be one (1) vote attributable to each Lot. When one or more persons holds such interest or interests in any Lot, or when ownership of a Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, or as provided by applicable covenants or restrictions, but in no event shall more than one (1) vote be cast with respect to each one Lot. The votes for any Lot 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 for Odom Ranch or by law, the affirmative majority vote of the Owners represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

The Declarant shall have the right to appoint a majority of the Board of Directors so long as it owns at least 90% any property which ultimately may be added as part of Breakers Townhomes as described in Article II of the Declaration.

The Association will obtain funds with which to operate by assessment of its Members owning Lots in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

Article V. BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. So long as Declarant shall have the right to appoint a majority of the Board of Directors, directors need not be Members of the Association and need not be residents of the State of Florida. Thereafter, all Directors shall be members of the Association or authorized representatives of corporations who are Members of the Association and residents of the State of Florida. There shall be one (1) Director appointed by the Association so long as the Declarant has the right to appoint a majority of the Board of Directors.

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Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at one (1) year. In addition, the Declarant shall select two (2) Directors to serve for a term of 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 the 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 can a Board member appointed by the Declarant be removed except by action of the Declarant, and may be removed from office, and a successor Director may be appointed, at any time by the Declarant.

The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members to be held in the year 2025, and until their successors are elected or appointed and have qualified, are as follows:

Annex
are duly
Benjamin Buchanan
P.O. Box 365
Hilliard, Florida 32046

Sarah Robertson Buchanan
P.O. Box 365
Hilliard, Florida 32046

Stephen G. Lennon
3391 S. Fletcher Avenue
Fernandina Beach, Florida 32034

Article VI. OFFICERS

The officers of the Association shall be a President, Vice President, Secretary and Treasurer, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms, in accordance with the procedure set forth in the By-Laws. The names of the officers who are to manage the affairs of the Association until the Annual Meeting of the Board of Directors to be held in the year 2013 and until their successors are duly elected and qualified are:

President	Benjamin Buchanan
Vice President	Sarah Robertson Buchanan
Secretary	Benjamin Buchanan
Treasurer	Sarah Robertson Buchanan

Article VII. CORPORATE EXISTENCE

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

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Article VIII. BYLAWS

The Board of Directors shall adopt By-Laws consistent with these Articles. Such By-Laws may be amended in the same manner as provided for an amendment to these Articles of Incorporation.

Article IX. AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended, or repealed by resolution of the Board of Directors.

Article X. INDEMNIFICATION OF OFFICERS AND DIRECTORS

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:

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 of Director or officer of the Association, or in his capacity as 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 Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction, or upon 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 interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

By or in the right of the Association to procure a judgment in its favor by reason of a member being or having been a Director or officer of the Association, or by reason of a member being or having been a Director, officer, employee, or agent of any other corporation, partnership, joint venture, trust, or other corporation, partnership, joint venture, trust, or other enterprise which the member served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by the member 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 interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of 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.

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The Board of Directors shall determine whether the amount for which a Director or officer seeks indemnification was properly incurred and whether such Director or officer acted in good faith and in a manner the member reasonably believed to be in the best interests of the Association, and whether there was 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.

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 XI. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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 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 authorized the contract or transaction, or solely because his or their votes are counted for such purpose. 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.

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 XII. DISSOLUTION OF THE ASSOCIATION

Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

Real property contributed to the Association without the receipt of other than nominal consideration by or on behalf of the Declarant (or its predecessor in interest) shall be returned to the contributor (whether or not the Declarant at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purpose of the preceding fractions.

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The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the Members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Section 617.0505, Florida Statutes, or statute of similar import. In the event of incorporation by annexation or otherwise of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

(c) 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 by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Article XIII. MERGERS AND CONSOLIDATIONS

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the total votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals this 25th day of October 2024.

By: _____
person
such as
of the

By: [Signature] (Seal)
Benjamin Buchanan

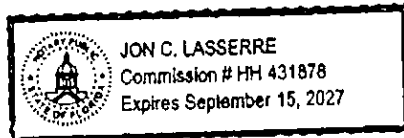
[Signature] (Seal)
Sarah Robertson Buchanan

STATE OF FLORIDA

COUNTY OF NASSAU

I HEREBY CERTIFY that on this 25th day of October 2024, before me, the undersigned authority, personally appeared Benjamin Buchanan and Sarah Robertson, to me known to be the persons who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fernandina Beach, said County and State the date aforesaid.



[Signature]
Notary Public, State of Florida
My Commission No.: HH 431878
My Commission Expires: 09/15/2027

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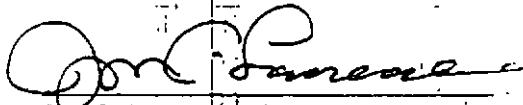
CERTIFICATE DESIGNATING RESIDENT AGENT

Pursuant to Section 48.093, Florida Statutes, the following is submitted in compliance with said Act:

That Breakers Townhomes Homeowners Association, Inc., desiring to organize under the laws of the State of Florida with its principal office as indicated in the Certificate of Incorporation, in Nassau County, State of Florida, has named Jon C. Lasserre, located at 960185 Gateway Boulevard, Suite 203, Fernandina Beach, Florida 32034, as its agent to accept services of process within this State.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.

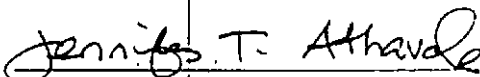
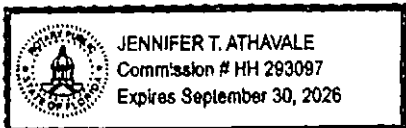


Jon C. Lasserre, Shareholder
Rogers Towers, P.A.

STATE OF FLORIDA

COUNTY OF NASSAU

SWORN AND SUBSCRIBED before me this 25th day of October 2024.



Notary Public, State of Florida

My Commission No.: HH 293097My Commission Expires: 09/30/2026

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