

**AMENDED & RESTATED ARTICLES OF INCORPORATION
OF
CREEKSIDE HOMEOWNERS' ASSOCIATION OF JACKSONVILLE, INC.**

A Florida Not-for-Profit Corporation

*(Substantial rewording of Articles of Incorporation. See current Articles of
Incorporation for present text)*

These are the Amended and Restated Articles of Incorporation (hereinafter "Articles") of Creekside Homeowners' Association of Jacksonville, Inc., originally filed with Florida Department of State on March 24, 1994, under Charter Number N94000001471. Amendments included have been added pursuant to the Florida Not for Profit Corporation Act, F.S. Chapter 617.

For historical reference, the street address of the initial principal office was 9000 Regency Square Blvd., #201, Jacksonville, Florida 32211, and the initial mailing address was 9000 Regency Square Blvd., #201, Jacksonville, Florida 32211. The names of the original incorporators, and their addresses at the time of incorporation, were Mitchell R. Montgomery, Kenneth J. LaPointe, and Patsy A. Hite, all at 9000 Regency Square Blvd., #201, Jacksonville, Florida 32211. The street address of the initial registered office was 9000 Regency Square Blvd., #201, Jacksonville, Florida 32211, and the name of the initial registered agent was Mitchell R. Montgomery. The name and address of the current registered agent is Freedom Community Management, LLC, 630 Kingsley Ave., Orange Park, FL 32073. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

ARTICLE I
NAME

The name of the corporation is CREEKSIDE HOMEOWNERS' ASSOCIATION OF JACKSONVILLE, INC., hereinafter called the "Association."

ARTICLE II
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof ("Members"). The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots, Surface Water Drainage System and Common Areas, to include entrance right-of-way, area along fence that is contiguous along Julington Creek Road, and entrance median located within that certain tract of property in Duval County, Florida, more particularly described in Exhibit "A" attached hereto ("Property"), and the right-of-way along Julington Creek Road that abuts Creekside, and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose. The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association for the purposes for which it was formed including, but not limited to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions for Creekside, hereafter called the "Declaration," applicable to the Property and recorded in the Current Public Records of Duval County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as it set forth at length with all definitions of terms set forth therein being applicable to such terms in these Articles;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water drainage system. Said assessments

will be used for the maintenance and repair of the surface water drainage systems including but not limited to work within retention areas, drainage structures and drainage easements;

(c) have and exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not for Profit Law of the State of Florida by law may now or hereafter have or exercise and not in conflict with these Articles;

(d) maintain, repair, replace and operate the Common Areas;

(e) maintain and manage the surface water drainage system(s) in a manner consistent with the St. Johns River Water Management District requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein;

(f) purchase insurance upon the Common Areas and insurance for the protection of the Association and its Members;

(g) reconstruct improvements to the Common Areas after casualty and further improve the Common Areas;

(h) make and amend reasonable rules and relations respecting the maintenance, upkeep, and use of the Common Areas and Lots.

(i) employ personnel to perform the services required for the proper operation, maintenance and upkeep of the Common Areas and the operation of the Association; and

(j) contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

ARTICLE III

QUALIFICATIONS OF MEMBERS

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IV

VOTING RIGHTS

Members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any Lot. In the event that a member owns more than one Lot which is combined into a single building plot and one single family dwelling is constructed thereupon, then the Owner shall have one (1) vote per combined Lot.

ARTICLE V

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) Directors, the exact number to be determined by resolution by the Board of Directors prior to the time of election. Directors shall be elected in accordance with the By-Laws at such time and location as shall be designated by the Board of Directors. Except as to vacancies created by removal of Directors by members, vacancies in the

Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

ARTICLE VI **OFFICERS**

The Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members and shall serve at the pleasure of the Board.

ARTICLE VII **INDEMNIFICATION**

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him, in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer of the Association at the time such expenses are incurred, but the provisions of this Article shall not apply if a Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification provided herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE VIII **DISSOLUTION**

The Association may be dissolved in the manner provided by the laws of Florida. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets 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 such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water drainage 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 IX **TERM**

The Association shall exist in perpetuity.

ARTICLE X **AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

(b) A resolution for the adoption of the proposed amendment may be proposed by either the Board or the Members. Directors and Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Association at or prior to the meeting. Amendment of these Articles shall require the assent of a majority of members.

(c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Duval County, Florida.

IN WITNESS WHEREOF, the undersigned officers certify these Amended and Restated Articles of Incorporation were approved by a vote of a majority of the members at a membership meeting held on 27 March, 2023, as provided for in Article XII of the previous Articles of Incorporation, and execute these Amended and Restated Articles of Incorporation on this 27 day of March, 2023.

Witnesses

Creekside Homeowners’ Association of Jacksonville, Inc.

Signature of Witness 1

Lisa J. Sullivan
Printed

Signature of President

H. F. Molyneux
Printed

Signature of Witness 2

Kathleen O. Brown
Printed

Signature of Secretary

Gloria Griffin
Printed

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27th day of March, 2023, by H.F. Molyneux as President, and Gloria Griffin, as Secretary, of Creekside Homeowners’ Association of Jacksonville, Inc., on behalf of the corporation.

Julie Davis

(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

☒ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____.

(Notary Stamp)