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[\(return to home page\)](#)

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF FAIRFIELD PONTE VEDRA ASSOCIATION, INC.

ARTICLE I

The name of the corporation is FAIRFIELD PONTE VEDRA Association, INC. hereinafter called the "Association". All terms defined in the Declaration of Covenants and Restrictions for FAIRFIELD PONTE VEDRA have the same meanings when used herein.

ARTICLE II

The principal office of the Association is located at 10036 Sawgrass Drive #3, P. O. Box 1159, Ponte Vedra Beach, FL 32004

ARTICLE III

Donald J. Munch is the registered agent of this Association, The registered office of the Association is 10036 Sawgrass Drive # 3, P. O. Box 1159 Ponte Vedra Beach. FL 32004.

ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION

Section 4.1. This Association is a corporation not for profit. No part of its earnings shall inure to the benefit of any private shareholder or member.

Section 4.2 The objects and purposes Association for which this Association is organized are as follows:

4.2.1. To establish, maintain, operate and provide all community services of every kind and nature required or desired by the members including without limitation those services and functions described in the Declaration.

4.2.2. To provide for the enforcement of the Covenants.

4.2.3. To engage in such other activities as may be to the mutual benefit of the members and the owners of portions of the community.

4.2.4. To own, operate and manage properties conveyed to it in accordance with the Covenants.

4.2.5. To do such other things as may be necessary and proper to carry out and accomplish the above objects and purposes.

4.2.6 The Association shall operate, maintain and manage the surface water or stormwater management systems) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

Section 4.3. In furtherance of the aforesaid objects, purposes and powers, the Association shall have all the powers of a Corporation Not for Profit organized and existing under the laws of the State of Florida, which powers shall include, but are not limited to, the power:

4.3.1 To make, levy and collect Assessments from its members and to expend the proceeds of such Assessments for the benefit of its members. The assessments shall include the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements,.

4.3.2. To bring and defend suits on behalf of the Association.

4.3.3. To make and enforce reasonable rules and governing the use of the property owned by the Corporation

4.3.4. To maintain, repair, replace, operate, and insure those portions of the property that the Association has the duty or right to maintain, repair, replace, operate, and insure under these Articles and the By-Laws of the Corporation.

4.3.5. To contract for the management of its property and to delegate to such contractors all powers and duties of the Corporation.

4.3.6. To employ personnel to perform the services authorized by these Articles and by the By-Laws of the Association.

4.3.7. To purchase insurance upon its property for the protection of the Association and its members.

4,3.8. To reconstruct improvements constructed on its property after casualty or other loss.

4.3.9. To make additional improvements to its property.

4.3.10. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessor or use interests in lands or facilities including but not limited to marinas, lakes and other recreational facilities, whether or not contiguous.

4.3.11. 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 storm water management system.

## ARTICLE V MEMBERS

Section 5.1. The members of this Association shall consist of all owners of record title to Parcels in the community.

Section 5.2. Membership in this Association cannot be transferred in any manner except as may be provided in the By-Laws .

Section 5.3. Each Parcel shall be entitled to one (1) vote. When more than one (1) person holds an ownership interest in any Parcel, the vote for such Parcel shall be exercised as the owners of all such interests determine among themselves. but In no event shall more than one (1) vote be

cast with respect to each Parcel. In the event of a disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such Parcel, such vote shall not be recognized and the Parcel shall not be counted for any purpose until such dispute is resolved.

## ARTICLE VI TERM

The Association shall exist in perpetuity.

## ARTICLE VII BOARD OF DIRECTORS

Section; 1. The Board of Directors shall consist of not less than seven nor more than thirteen members. Each Director shall be a person who is a Member in good standing of the Association. The Directors shall be elected by the members of the Corporation.

## ARTICLE VIII OFFICERS

The officers of this Association shall be a president, vice-president, .secretary and a treasurer who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

## ARTICLE IX INDEMNIFICATION

Section 9.1. Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party of any threatened, pending or completed action, suit or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative or otherwise (other than any action by or in the right of the Association) by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or a partnership, joint venture, trust or other enterprise (including without imitation any affiliated association) partnership, joint venture, trust or other enterprise), against expenses (including attorney's fees), Judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 9.2. Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he or his testator or in testate is or was a director, officer or employee of the Association) or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another association or a partnership, joint venture, trust or other enterprise (including attorneys\* fees and amount paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no person shall be entitled to indemnification under this Section 9.2 in respect of anv claim. issue or matter as to which such

person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 9.3. Successful Defense. To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in section 9.1 or 9.2 of this Article IX, or in defense of any claim, issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorneys' fees) actually or reasonably incurred by him in connection therewith, and the president or a vice president of the Association shall direct the reimbursement of all such expenses to such person.

Section 9.4. Determination of Propriety of Indemnification. No person seeking indemnification under Section 9.1 or 9.2 of this Article IX shall be indemnified unless pursuant to a determination by a court or unless the board of directors or the shareholders in good faith by a majority vote of a quorum of directors or shareholders, as the case may be, who were not parties to such action, suit or proceeding determine that the standards set forth in such sections have been met in the circumstances. The Association may provide for additional indemnification and right to any person (including without limitation those persons referred to in Sections 9.1., and 9.2 of this Article IX), in each case except as otherwise ordered by a court or prohibited by law.

#### ARTICLE X DISPOSITION OF ASSETS UPON DISSOLUTION

No member, director or officer of the Association or other private individual shall be entitled to share in the distribution any of the corporate assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five percent (75%) of the Members, upon dissolution of the Association, the assets of the Association shall be granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one (1) or more of them or to any one (1) or more nonprofit associations, associations trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall divest or diminish any right or title of any member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such Covenants. 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 XI AMENDMENT OF ARTICLES

Amendment of these Articles shall require the assent of two thirds (2/3) of all the members entitled to vote.

#### BY-LAWS

Section 1. The Association shall adopt Bylaws governing the conduct of the affairs of the Association. The By-Laws may be amended as provided in the Bylaws.

Section 2. In the case of any future conflict between the Articles of Incorporation and the By-

Laws, the Articles of Incorporation shall control.

IN WITNESS WHEREOF) the Association has caused these Amended and Restated Articles of Incorporation to be duly executed under their seal this 17th day of November 1993.

Rodger W. Gibson, President  
Howard F. Renforth , Secretary

Donald Munch; Witness (name estimated from signature)  
Katie Buge;;Witness (name estimated from signature)

STATE OF FLORIDA

COUNTY OF ST JOHNS

The foregoing instrument acknowledged before me this 17 day of November 1993, by in person.

BEVERLY S. EDMONDS

Notary Public - State of Florida  
My Commission expires 10/05/96  
Commission No. CC233238