

11-13-96

CORP DIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: **TRACY SPEAR**

DATE: **11/09/06**

REF. #: **000973.59989**

CORP. NAME: **MYSTIC LAKES HOMEOWNERS ASSOCIATION, INC.**

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> (XX) ARTICLES OF INCORPORATION | <input type="checkbox"/> () ARTICLES OF AMENDMENT | <input type="checkbox"/> () ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> () ANNUAL REPORT | <input type="checkbox"/> () TRADEMARK/SERVICE MARK | <input type="checkbox"/> () FICTITIOUS NAME |
| <input type="checkbox"/> () FOREIGN QUALIFICATION | <input type="checkbox"/> () LIMITED PARTNERSHIP | <input type="checkbox"/> () LIMITED LIABILITY |
| <input type="checkbox"/> () REINSTATEMENT | <input type="checkbox"/> () MERGER | <input type="checkbox"/> () WITHDRAWAL |
| <input type="checkbox"/> () CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> () OTHER: | | |

STATE FEES PREPAID WITH CHECK# 5853 **FOR \$** 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ **COST LIMIT: \$** _____

PLEASE RETURN:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> (XX) CERTIFIED COPY | <input type="checkbox"/> () CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> () PLAIN STAMPED COPY |
| <input type="checkbox"/> () CERTIFICATE OF STATUS | | |

Examiner's Initials

ARTICLES OF INCORPORATION
OF
MYSTIC LAKES HOMEOWNERS' ASSOCIATION, INC.

FILED
2006 NOV -9 P 1:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions (these "Articles");

ARTICLE I

NAME

The name of the corporation shall be MYSTIC LAKES HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II

DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, all capitalized terms herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Mystic Lakes recorded or to be recorded in the Public Records of Brevard County, Florida, as it may be amended or supplemented from time to time (the "Declaration"), which pertains to the property described in Exhibit "A", attached hereto and incorporated herein by reference.

ARTICLE IV

PRINCIPAL OFFICE

The principal office and mailing address of the Association is located at 756 Autumn Glen Drive, Melbourne, Florida 32940.

ARTICLE V

REGISTERED OFFICE AND AGENT

Dean Mead Services, LLC, whose address is 800 N. Magnolia Avenue, Suite 1500, Orlando, Florida 32803-3276, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property, Areas of Common Responsibility and Common Areas. The duties and powers of the Association shall be exercised by the Board of Directors unless provided otherwise in the Declaration, these Articles of Incorporation or the Bylaws, and shall include, without limitation, the following:

(a) To fix, levy, collect and enforce payment of, by any lawful means, all charges, fines or Assessments pursuant to the terms of the Declaration, these Articles or the Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including without limitation all licenses, taxes or governmental charges levied or imposed against the property of the Association; and to provide adequate funding for the performance of any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and Area of Common Responsibility, including without limitation the maintenance and operation of the Property Drainage System;

(b) To acquire (by gift, purchase or otherwise), manage, control, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property subjected to the Declaration or any other property for which the Association by rule, regulation, Declaration or contract has a right or duty to provide such services;

(c) To borrow money, and as provided in the Declaration or Bylaws, mortgage,

pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility;

(e) To enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws;

(f) To engage in activities which will actively foster, promote, and advance the common interests of all owners of the Property;

(g) To enter into, make, perform, or enforce contracts of every kind and description, and to perform all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(h) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Declaration;

(i) To maintain, repair, replace and operate portions of the Property and Areas of Common Responsibility consistent with the obligations imposed upon or assumed by the Association for maintenance, repair, replacement and operation pursuant to the Declaration, these Articles, the Bylaws, or separate agreement, including without limitation the Property Drainage System in a manner consistent with all permits issued by the St. Johns River Water Management and applicable rules of the St. Johns River Water Management ;

(j) To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may become part of the Property or which may otherwise be subjected to the jurisdiction of the Association as provided in the Declaration. The Association shall accept as members all owners of property hereafter subjected to the jurisdiction of the Association as provided in the Declaration; and

(k) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

(l) The Association shall operate, maintain and manage the Surface Water or Stormwater Management System for the Property in a manner consistent with the St. Johns River Water Management District permit no. 4-009-90079-1 requirements and applicable District rules, and shall assist in the enforcement of the provision of Declaration which relate to the Surface Water or Stormwater Management System.

(m) 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.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article VI.

ARTICLE VII

MEMBERSHIP

7.1 Membership. Each Owner, including the Declarant, shall be a member of the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a member. The Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. The membership of an Owner shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in these Articles of Incorporation, the Declaration, the Bylaws and the rules and regulations of the Association.

7.2 Jurisdiction of Association. The Association and each member thereof must accept as members those owners subject to the jurisdiction of the Association as provided in the Declaration.

ARTICLE VIII

VOTING RIGHTS

8.1 Voting Rights. The voting rights of members in the Association shall be as set forth in the Declaration and Bylaws, as the same may be amended from time to time.

8.2 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE IX

BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall be comprised of three (3) directors, but may be enlarged (i) by the Declarant during the Class "B" Control Period or (ii) by the approval of a majority of the members after the Class "B" Control Period, provided that there shall always be an odd number of directorships created. The initial Board of Directors shall consist of three (3) directors appointed by the Declarant. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles and the Bylaws are:

<u>Name</u>	<u>Address</u>
Niranjan S. Patel	756 Autumn Glen Drive Melbourne, Florida 32940
Smita Patel	756 Autumn Glen Drive Melbourne, Florida 32940
Jitendra A. Patel	7300 S.W. 10 th Street Plantation, Florida 33317

Within thirty (30) days after termination of the Class B Control Period, the members shall elect all directors of the Board of Directors for staggered terms as provided in the Bylaws. The method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws.

The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

ARTICLE X

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of 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>Office</u>	<u>Name</u>	<u>Address</u>
President	Niranjan S. Patel	756 Autumn Glen Drive Melbourne, Florida 32940
Vice President and Secretary	Smith Patel	756 Autumn Glen Drive Melbourne, Florida 32940
Treasurer	Jitendra A. Patel	7300 S.W. 10 th Street Plantation, FL 33317

ARTICLE XI

INDEMNIFICATION

The Association shall indemnify every officer, director, committee member and employee of the Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent they may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XII

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIII

AMENDMENTS

These Articles may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least two-thirds of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until filed with the office of the Secretary of State of Florida. A certified copy of each amendment shall be recorded in the Public Records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, the Declarant may unilaterally amend these Articles at any time to include any provisions which may be required by the Federal National Mortgage Association, the

Federal Home Loan Mortgage Corporation, the Veterans Administration, and the Department of Housing and Urban Development.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" member without the written consent of Declarant or the Class "B" member as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

ARTICLE XIV

INCORPORATOR

The name and address of the Incorporator of the Association is as follows:

Name

Address

R. Mason Blake, Esq.

8240 Devereux Drive, Suite 100
Viera, Florida 32940

ARTICLE XV

NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

ARTICLE XVI

DISSOLUTION

In the event the Association is intentionally dissolved for the purpose of winding up its affairs, then after the claims of creditors of the Association have been satisfied from the assets of the Association or otherwise, the remaining assets of the Association shall be dedicated to a public body or conveyed to a not-for-profit corporation, as defined in Chapter 617, Florida Statutes, as amended, with similar purposes, as the Board of Directors of the Association shall determine in their sole discretion.

Notwithstanding anything contained in the preceding grammatical paragraph to the contrary, 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 meets the requirements of section 40C-42.027, Florida Administrative Code, and which is approved by the St. Johns River Water Management prior to such termination, dissolution or liquidation.

ARTICLE XVII

ADDITIONAL PROPERTY

Additional property may be added from time to time to the Property in accordance with the Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Association to such additional property as may be contemplated by the Declaration.

The Association and each member must accept as members the Owners of all Units in the Property where the instrument hereafter annexing additional property to the jurisdiction of the Association provides that the Owners of Units in the property annexed to the Property are intended to be members of the Association and that the Association is intended to have jurisdiction over them.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the 7th day of November, 2006.

WITNESSES

Marlaire B. Mattox
MARLAIRE B. MATTOX
(Print Name)

R. Mason Blake
R. Mason Blake

Laura H. Segura
Laura H. Segura
(Print Name)

Address: 8240 Devereux Drive., Ste. 100
Melbourne, Florida 32940

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 7th day of November, 2006
by R. Mason Blake, Esq. Said person is ^{personally} known to me.

LAURA H. SEGUNA
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD134400
EXPIRES 10/3/2008
BONDED THRU 1-888-NOTARY1

Laura H. Seguna
Signature of Person Taking Acknowledgement
Print Name: Laura H. Seguna
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

2006 11-19 P 1:23
CLERK OF STATE
TREASURY
FLORIDA

FILED

**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in
compliance with said Acts.

MYSTIC LAKES HOMEOWNERS' ASSOCIATION, INC., desiring to organize as a
corporation under the laws of the State of Florida, with its registered office at 800 North
Magnolia Avenue, Suite 1500, Orlando, Florida 3283-3276, has named Dean Mead Services,
LLC located at the above registered office, as its Registered Agent to accept service of process
within this State.

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE
OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE
DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS
REGISTERED AGENT AND AGREE TO ACT IN THIS 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 OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

DEAN MEAD SERVICES, LLC,

By: Dean, Mead, Egerton, Bloodworth,
Capouano, P.A., Managing Member

By: R. Mason Blake
R. Mason Blake, Vice President

Date: November 7, 2006

EXHIBIT "A"

PROPERTY

A parcel of land lying in Section 20, Township 25 South, Range 36 East, Brevard County, Florida, more particularly described as follows:

Commence at the Northwest Section corner of said Section 20, thence run N 89°12'24" E, a distance of 2530.85 feet along the North line of the said Section 20, thence run S 00°01'36" W a distance of 50.01 feet the South Right of Way line of Martin Road and the Northeast corner of TUCKAWAY LAKE ESTATES, a subdivision as recorded in Plat Book 39, pages 41 through 43, of the Public Records of Brevard County, Florida, which is the Point of Beginning of the herein described parcel; thence run N 89°12'24" E along said South Right of Way Line of Martin Road a distance of 115.04 feet to the West line of the Northeast One Quarter of said Section 20; thence S 01°22'49" E along said West line of the Northeast One Quarter of said Section 20, a distance of 20.00 feet; thence run N 89°12'24" E along said South Right of Way Line of Martin Road a distance of 794.63 feet to the Northwest corner of a parcel of land as described in Official Records Book 3067, at page 1488, of the Public Records of Brevard County, Florida; thence S 00°10'56" E along the West line and the West line extended of said parcel of land as described in Official Records Book 3067, at page 1488, a distance of 1087.89 feet to the North line of said TUCKAWAY LAKE ESTATES; thence S 88°56' 29" W along said North line of TUCKAWAY LAKE ESTATES, a distance of 914.20 feet to the East line of said TUCKAWAY LAKE ESTATES; thence N 00°01'36" E along said East line of TUCKAWAY LAKE ESTATES, a distance of 1112.17 feet to the Point of Beginning.