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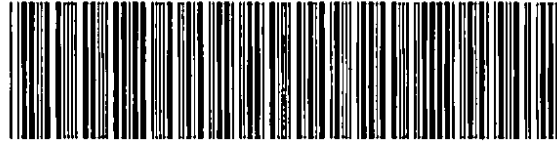
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## COVER LETTER

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

SUBJECT: Bella Oaks Homeowners 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: Glenn D. Storch, P.A.  
Name (Printed or typed)

420 S. Nova Road  
Address

Daytona Beach, FL 32114  
City, State & Zip

386-238-8383  
Daytime Telephone number

Joey@Storchlawfirm.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  
BELLA OAKS HOMEOWNERS ASSOCIATION, INC.,  
a Florida not-for-profit corporation**

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In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Bella Oaks recorded or to be recorded in the current public records of Volusia County, Florida, as it may be modified and supplemented from time to time ("Declaration").

**ARTICLE I  
NAME**

The name of the corporation is **BELLA OAKS HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association."

**ARTICLE II  
REGISTERED AGENT AND OFFICE**

The name and address of the Registered Agent of the Association is: Glenn D. Storch, Storch Law Firm, located at 420 South Nova Road, Daytona Beach, Florida 32114.

**ARTICLE III  
PRINCIPAL OFFICE**

The principal office of the Association shall be located at 444 Seabreeze Boulevard, Suite 805, Daytona Beach, Florida 32118. However, the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designed by the Board of Directors.

**ARTICLE IV  
PURPOSE AND POWERS**

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes and to provide for the maintenance, upkeep, preservation and architectural control of all improvements on the Property and the Common Property, all within that certain tract of land described in the Declaration ("Property"), as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Lots. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida and of a homeowners association under Florida law, except as expressly limited or modified by these Articles, the Declaration and the Bylaws; and it shall have all of the powers and duties reasonably necessary to operate, including but not limited to the following:

- A. To make, enforce and amend the provisions of the Declaration, these Articles, the Bylaws and any Rules and Regulations of the Association, as the same may be amended from time to time as wherein provided. The Declaration is incorporated herein by this reference as if set forth in detail.

- B. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and 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.
- C. To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property or any improvements thereon in connection with the affairs of the Association.
- D. To borrow money and to mortgage, pledge or hypothecate any and all of the Association's real or personal property as security for money borrowed or debts incurred subject to approval of at least two thirds of the Members present in person or by proxy at a duly constituted meeting of members or by written consent.
- E. To dedicate, grant, sell or transfer all or any of the common areas or association property to any public agency, authority or utility and subject to such conditions as may be approved by the Board of Directors.
- F. To participate in mergers and consolidations with other nonprofit corporations organized for the same purpose.
- G. To protect, maintain, repair, replace, manage and operate the common areas and association property and make improvements thereon, and to reconstruct improvements after casualty.
- H. To purchase insurance for the protection of the Association and the Members.
- I. To contract for the management and maintenance of the common areas, the Association property and certain improvements on Lots as specified in the Declaration, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the Members.
- J. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Association.
- K. To contract for services necessary to operate and maintain the Association, including but not limited to those improvements maintained by the Association as specified in the Declaration, and any easements dedicated to or for the benefit of the Association including any infrastructure.
- L. To exercise architectural control over all improvements within the Property pursuant to the rights granted to the Association in the Declaration.
- M. To have and to exercise any and all powers, rights and privileges which a corporation organized under the laws of the State of Florida may now or hereafter have or exercise.

- N. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. \_\_\_\_\_ 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.
- O. To 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.

All of the Association's assets and earnings shall be used exclusively for the purpose set forth herein and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by application provisions of the Internal Revenue Code, federal and state law. In addition, the Board of Directors shall also have the right to exercise the powers and duties set forth in the Bylaws.

## **ARTICLE V MEMBERSHIP**

A. Every person or entity who is record owner of a fee or undivided fee interest in any Lot, including the Developer and contract sellers, 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.

B. The transfer of the membership of any Owner shall be established by recording in the public records of Volusia County a deed or other instrument establishing a transfer of record title to any Lots for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Lot. It shall be the responsibility and obligation of the former and new Owner of the Lot to provide such copy of the Association.

C. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot owned by such Member.

## **ARTICLE VI VOTING RIGHTS**

- A. The Association shall consist of two classes of voting Members:
  - a. Class "A" Members shall be all Owners, with the exception of Declarant while the Class B Membership exists. Each Class "A" Member shall have one (1) vote for each Lot which she/he owns; provided, there shall be only one (1) vote per Lot. If there is more than one (1) Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine amongst themselves and advise the Secretary of the Association in writing prior to the close of voting. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

- b. Class "B" Member shall be Declarant and shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):
- i. Three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Class "A" Members.
  - ii. Such earlier date as Declarant, in its sole discretion, may determine in writing.

After Turnover, the Class "A" Members may vote to elect the members of the Board. After Turnover, Declarant shall be a Class "A" Member with respect to the Lots that it owns and shall have all the right and obligation of the Class "A" Members.

B. Mergers.

- a. Developer shall have the right, but not the obligation, until Turnover, from time to time, within its sole discretion, to merge or consolidate this Association with any other property owners association. After Turnover, the Association may not be merged with another association.
- b. Upon a merge or consolidation of the Association with another property owners association, the Association's common property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the Property, rights and obligations of another property owners association may, by operation of law, be added to the common property, rights and obligations of the Association, as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated property owners association shall administer the covenants, conditions, easements and restrictions established by this Declaration within the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of Assessments to be levied upon the Property and the other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association.

**ARTICLE VII  
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. The number of Directors of the Association shall not be less than three (3) nor more than seven (7). The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualifications of their successors are:

Name and Address

Anand Jobalia

444 Seabreeze Boulevard, Suite 805  
Daytona Beach, Florida 32118

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Daytona Beach, Florida 32118

James W. Paytas, Jr.

794 Sanders Road  
Suite 1  
Port Orange, Florida 32127

Tom Mehegan

444 Seabreeze Boulevard  
Suite 805  
Daytona Beach, Florida 32118

Until Turnover, the Board shall consist of Directors appointed by the Class B Member who shall serve until the Class B Member no longer has the right to appoint any Directors in accordance with the Bylaws.

### **ARTICLE VIII OFFICERS**

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designed in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors. The names and addresses of the officers who shall serve until the first annual meeting of the Board of Directors are:

#### Name, Title and Address

President	Anand Jobalia	444 Seabreeze Boulevard Suite 805 Daytona Beach, Florida 32118
Vice President	James W. Paytas, Jr.	794 Sanders Road Suite 1 Port Orange, Florida 32127
Secretary	Tom Mehegan	444 Seabreeze Boulevard Suite 805 Daytona Beach, Florida 32118
Treasurer	Tom Mehegan	444 Seabreeze Boulevard Suite 805 Daytona Beach, Florida 32118

### **ARTICLE IX EXISTENCE, DURATION AND DISSOLUTION**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity; however, the Association may be dissolved with the approval of two thirds (2/3) of the Members, which must be present in person or by proxy at a duly constituted meeting of the Association or by written consent. In the event of termination, dissolution or final liquidation of the Association, 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 is created, or for the general welfare of the residents of the county in which the Property is located. 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 62-330, F.A.C., and be

approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. 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 similar purpose.

## **ARTICLE X BYLAWS**

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

## **ARTICLE XI AMENDMENTS**

Until turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Mortgagee. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles of any amendments hereto, provided, however, that any such amendment shall be approved by two thirds (2/3) of the Members, which shall be present in person or by proxy at a duly constituted meeting of the Association or by written consent. Further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any institutional mortgages shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles which affect the rights of the St. Johns River Water Management District, shall be subject to the approval of the St. Johns River Water Management District. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of Volusia County.

## **ARTICLE XII INDEMNIFICATION**

This Association shall indemnify any and all of its director, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not limited to, the expenses, including the cost of any judgements, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reasons of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

## **ARTICLE XIII SUBSCRIBER**

The name and address of the Subscribers of the corporation are:

Anand Jobalia

444 Seabreeze Boulevard  
Suite 805  
Daytona Beach, Florida 32118

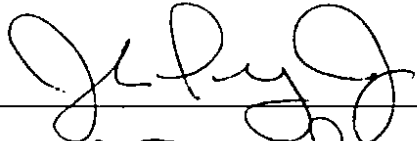



James W. Paytas, Jr.


794 Sanders Road  
Suite 1  
Port Orange, Florida 32127

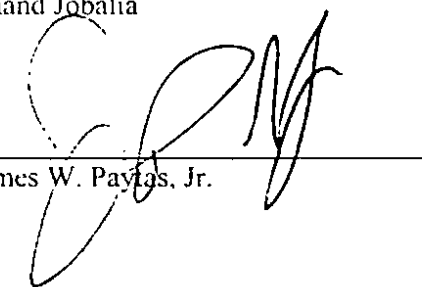
IN WITNESS WHEREOF, for the purposes of forming this Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this 14 day of December, 2018.

WITNESS:

  
Name: A. Joseph Posey

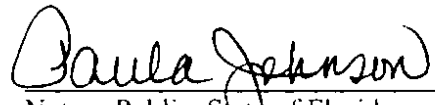
  
Name: Robin C. Schmidt

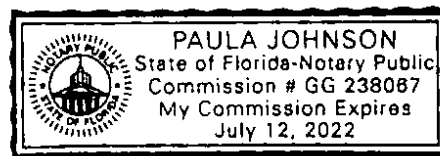
By:   
Anand Jobalia

By:   
James W. Paytas, Jr.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2018, by Anand Jobalia and James W. Paytas, Jr., who are ☒ personally known to me or ☐ who have produced \_\_\_\_\_ as identification.

  
Notary Public, State of Florida  
My Commission Expires: 7-12-~~20~~22

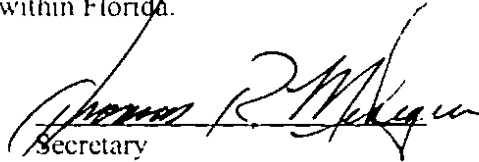


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**CERTIFICATE DESIGNATING REGISTERED AGENT**  
**FOR THE SERVICE OF PROCESS IN THIS STATE**

In compliance with Chapters 48 and 617, Florida Statutes, the following is submitted:

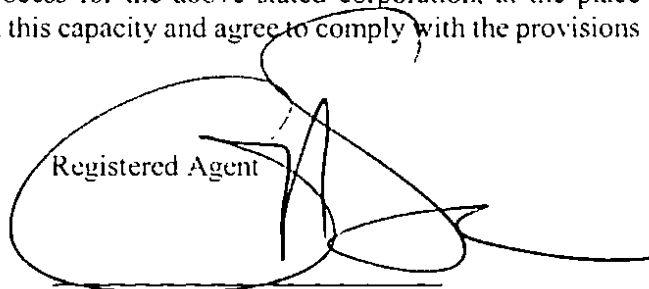
**BELLA OAKS HOMEOWNERS ASSOCIATION, INC.**, desiring to organize under the laws of the State of Florida, with its principal office in the City of Daytona Beach, County of Volusia, State of Florida, has named Glenn D. Storch, Storch Law Firm located at 420 South Nova Road, Daytona Beach, Florida 32114, as its agent to accept service of process within Florida.

  
Secretary

Date: 12-13-18

**ACKNOWLEDGMENT**

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.

  
Registered Agent  
Glenn D. Storch,  
Storch Law Firm

Date: 12-13-18