

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H190003391123)))



H190003391123ABCS

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6381

From:

Account Name : CARVER DARDEN
Account Number : 129870000115
Phone : (850)266-2390
Fax Number : (850)266-2301

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: rushing@carverdarden.com

FLORIDA PROFIT/NON PROFIT CORPORATION

The Preserve Homeowners Association of Milton, Inc.

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 0 |
| Page Count | 09 |
| Estimated Charge | \$70.00 |

Electronic Filing Menu

Corporate Filing Menu

Help

NOV 20 2019

T. SCOTT

2019 NOV 19 AM 8:49
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

((H19000339112 3)))

FILED
2019 NOV 19 AM 8:48
CLERK OF DISTRICT COURT
TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION
OF
THE PRESERVE HOMEOWNERS ASSOCIATION OF MILTON, INC.

A NONPROFIT CORPORATION
UNDER THE LAWS OF THE STATE OF FLORIDA

BE IT KNOWN that the undersigned, acting as incorporator of a nonprofit corporation under the laws of the State of Florida, and in particular, Title XXXVI, *Florida Statutes* does hereby adopt the following Articles of Incorporation for such nonprofit corporation (these "Articles").

ARTICLE I
NAME

The name of the nonprofit corporation shall be The Preserve Homeowners Association of Milton, Inc. (hereinafter referred to as the "Association").

ARTICLE II
PERIOD OF DURATION

The period of duration of the Association shall be perpetual unless terminated according to the terms of these Articles.

ARTICLE III
PURPOSE AND POWERS

The specific primary purpose for which the Association is organized is to create an entity which can provide for maintenance, preservation and architectural control of the residential lots (the "Units") and common areas within The Preserve in Santa Rosa County, Florida (hereinafter referred to as the "Subdivision"), including that certain tract of real property described as follows, to-wit:

See Exhibit "A".

((H19000339112 3)))

((H19000339112 3)))

Together with any and all other property added to the control of the Association by amendment to the Declaration of Conditions, Covenants, Restrictions, and Easements (hereinafter referred to as the "Declaration") affecting the above-described property, and to promote the health, safety and welfare of the residents within the Subdivision and to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the property and recorded in the Public Records of Santa Rosa County, Florida, as same may be amended from time to time as therein provided, with said Declaration being incorporated herein as if set forth at length;

(b) Affix, levy, and collect all charges and assessments pursuant to the terms of the Declaration (which shall include without limitation, the costs for maintain the Common Areas and Stormwater Management System), and enforce payment thereof by any lawful means; and 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) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) With the assent of two-thirds (2/3) of members, borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the Common Area, roads or easements to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of the total membership, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional property and Common Area, provided that any merger, consolidation, or annexation shall have the consent of two-thirds (2/3) of the total membership;

(g) Have and exercise any and all powers, rights, and privileges that a corporation not for profit and homeowner's association organized under Florida law may now or hereafter have or exercise by law.

((H19000339112 3)))

((H19000339112 3)))

ARTICLE IV
QUALIFICATION AND MANNER OF ADMISSION OF MEMBERS

Every person or entity who is a record owner of a Lot, either individually or jointly with others which is subject by covenants of record to assessment by the Association, including a contract seller, 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 Unit which is subject to assessment by the Association.

A member, unless acting in the capacity of a duly elected officer of the Association, does not have the authority to act for the Association solely by virtue of being a member.

ARTICLE V
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator herein are as follows:

Hallelujah SPE, LLC
17 Southeast Eglin Parkway
Fort Walton Beach, Florida 32548

ARTICLE VI
NAME AND ADDRESS OF INITIAL PRINCIPAL OFFICE

The name and address of the initial principal office are as follows:

Hallelujah SPE, LLC
17 Southeast Eglin Parkway
Fort Walton Beach, Florida 32548

ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS

Members shall be all Lot owners and shall be entitled to one (1) vote for each Lot owned. When there shall exist multiple ownership of a given Lot, all such persons shall be members and the vote from such Lot shall be exercised as they may determine among themselves, or as may hereinafter be determined by the Bylaws.

ARTICLE VIII
NONPROFIT CORPORATION

The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its members. The members of the Association

((H19000339112 3)))

(((H19000339112 3)))

shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to members of the Association under these Articles, the Bylaws of the Association or the Declaration. The purposes of the Association shall be served without pecuniary profit to any director or member of the Association.

ARTICLE IX
NAME AND ADDRESS OF INITIAL REGISTERED AGENT

The name of the initial registered agent of the Association, and the address of the initial registered office of the Association are as follows:

Robert S. Rushing
801 West Romana Street, Suite A
Pensacola, Florida 32502

The initial registered agent's written acceptance of appointment as a registered agent as required by s. 617.0501 of the Florida Statutes is attached hereto as Exhibit "B".

ARTICLE X
BOARD OF DIRECTORS

Except as provided herein, the affairs of the Association shall be managed by a Board of Directors, which shall initially consist of three (3) members. The number of Directors may increase or decrease from time to time as provided in the Declaration and/or Bylaws but shall never be less than three (3) members. The initial three (3) members of the Board of Directors shall be: Scott McCormick; Courtney Falasca; and Tony Del Gallo.

ARTICLE XI
INDEMNIFICATION

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding, if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful 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 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 or director of the Association may be entitled.

(((H19000339112 3)))

((H19000339112 3)))

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE XII
ASSESSMENTS

1. To provide the total sum necessary for the insurance, reserve fund for replacements, maintenance and operation of the common areas and improvements within the Subdivision, each member for each Unit owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each member for each Unit owned shall be equal to a fraction, the numerator of which shall be the number of Units owned by such Unit owner and the denominator of which shall be the total number of Units in the Subdivision, and which the quotient of such fraction shall be multiplied by the total sum necessary for such purposes.

2. The amount of assessment against each member as provided under the paragraph immediately above, shall be assessed by the Association as a lien as provided in the Declaration.

3. In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments for the purposes and in the manner set forth in the Declaration, as the same may be amended from time to time.

4. Each assessment shall be assessed and shall be due and payable as provided in the Declaration and the Bylaws, and upon default or payment within such period of time, the assessment shall be a lien against each Unit owned by the defaulting member and against that undivided portion of the common area owned by the defaulting member, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Florida and to take any other actions for collection from the defaulting party or parties. Any such lien against a Unit or against the common area shall be subordinate to a recorded first mortgage covering such Unit.

5. Both annual and special assessments shall be collected in the time and manner specified in the Declaration or as otherwise directed by the Association's directors.

((H19000339112 3)))

((H19000339112 3)))

ARTICLE XIII
MISCELLANEOUS

1. Amendment. These Articles may be amended at any time and from time to time by Declarant, without the consent or approval of any of the other members of the Association as set forth in the Declaration. After the Declarant is released from its obligations under the Declaration, these Articles may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote or at least sixty-seven percent (67%) of the total voting interests of all members of the Association. All amendments to these Articles become effective only upon being placed of record in the Office of the Clerk of the Circuit Court of Santa Rosa County, Florida.

2. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the members. Upon dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such public agency refuses to accept such distribution, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization organized and operated for such similar purposes. In the event of a termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and the NFWFMD Applicant's Handbook Volume 1, Section 12.3, and be approved by the NFWFMD prior to such termination, dissolution or liquidation.

3. Incorporation by Reference. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Declaration, then the provisions of the Declaration shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Association Bylaws, then the provisions of these Articles shall at all times control.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Follow]

((H19000339112 3)))

(((H19000339112 3)))

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation, by and through its duly authorized representative, on this the 13 day of November, 2019.

Witness:

Print Name:

HALLELUJAH SPE,
a Florida limited liability company

By:

Name: Scott McCormick
Its: Manager

Witness:

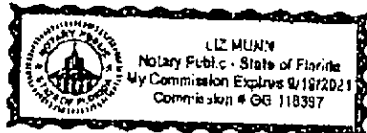
Print Name:

STATE OF FLORIDA

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 13 day of November, 2019 by Scott McCormick, as Manager of Hallelujah SPE, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or produced a _____ as identification.

[SEAL]



Notary Public Signature

Notary Public Printed Name

(((H19000339112 3)))

(((H19000339112 3)))

EXHIBIT "A"

Description Of Subdivision Property

All property within The Preserve Subdivision as shown on the plat recorded in Plat Book 11, Page 93, in the Office of the Clerk of the Circuit Court of Santa Rosa County, Florida.

(((H19000339112 3)))

((H19000339112 3)))

EXHIBIT "B"

Acceptance of Appointment as Registered Agent

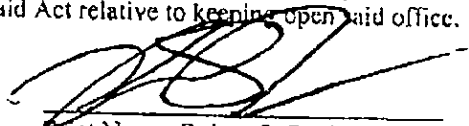
REGISTERED AGENT'S CERTIFICATE

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act.

The Preserve Homeowners Association of Milton, Inc., a Florida corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, in Fort Walton Beach, Okaloosa County, Florida has named Carver Darden et al., Attention: Robert S. Rushing, whose address is 801 West Romana Street, Suite A, Pensacola, Florida 32502, as its agent to accept service of process within this State.

Acknowledgment and Acceptance

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


Print Name: Robert S. Rushing

((H19000339112 3)))