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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
**Bay Lake Preserve Homeowners Association, Inc.**

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**FEB 10 2020**

**T. SCOTT**

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**ARTICLES OF INCORPORATION  
OF  
BAY LAKE PRESERVE HOMEOWNERS ASSOCIATION, INC.,  
A FLORIDA NOT FOR PROFIT CORPORATION**

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**ARTICLE I  
NAME**

The name of this corporation shall be BAY LAKE PRESERVE HOMEOWNERS ASSOCIATION, INC. ("Association").

**ARTICLE II  
DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation ("Articles") with the Florida Department of State Division of Corporations. The Association shall have perpetual existence.

**ARTICLE III  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in the "Governing Documents" (as that term is defined in that certain Declaration of Covenants, Conditions, Easements, and Restrictions Bay Lake Preserve, as same may from time to time be amended or supplemented (the "**Declaration**"), to be recorded in the Public Records of Orange County, Florida). Capitalized terms used above or herein without definition shall have the same meanings given or ascribed to such terms in the Governing Documents. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the Florida Statutes, subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents or the Association Act. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by the Association pursuant to the Governing Documents and/or the Association Act, including, but in no way limited to: (i) ownership, operation, management, administration, maintenance, repair, replacement, and insurance of the Common Areas, including but not limited to the Surface Water Management System and respective Common Area Tracts that shall be owned by the Association; (ii) the levy and collection of Assessments; and (iii) 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 as specified in the Governing Documents and/or under the Association Act, including but not limited to the adoption of Rules and Regulations.

**ARTICLE IV  
PRINCIPAL OFFICE**

The initial principal place of business and mailing address of the Association is c/o The Melrose Management Partnership, L.L.C. 1600 West Colonial Drive, Orlando, Florida 32804.

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**ARTICLE V**  
**REGISTERED OFFICE AND AGENT**

The Melrose Management Partnership, LLC, whose address is 1600 West Colonial Drive, Orlando, Florida 32804, is hereby appointed the registered agent of the Association and the registered office shall be at said address.

**ARTICLE VI**  
**DISSOLUTION OF THE ASSOCIATION**

Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order

6.1 As required by Florida law.

6.2 As set forth in the Declaration.

6.3 Any portion of the Property then owned by Declarant and that has not been theretofore conveyed or dedicated to the Association shall be automatically deemed withdrawn by Declarant, with Declarant thereafter authorized to further evidence the withdrawal of said Property by execution of a Supplemental Declaration describing the real property withdrawn, which Declarant may then record in the Public Records.

6.4 Except as otherwise set forth in the Declaration, conveyance to a not for profit corporation homeowners' association similar to the Association or conveyance or dedication to any applicable Governmental Authority determined by the Board to be appropriate for such conveyance or dedication, which Governmental Authority is willing to accept such conveyance or dedication, of any property, duties, and responsibilities of the Association, which association or Governmental Authority shall then be responsible for the operation and maintenance thereof. With respect to the Association's responsibility for the operation and maintenance of the Surface Water Management System and Conservation Easement Areas, such obligation must be transferred to and be accepted by an entity which satisfies the requirements of Rule 62-330.310 of the Florida Administrative Code, and Applicant's Handbook Volume 1, Section 12.3 and be approved by the District prior to such dissolution. If no other association or Governmental Authority will accept such property, duties, and responsibilities, then it will be conveyed to a trustee appointed by the Circuit Court of Orange County, Florida, which trustee shall sell such property free and clear of the limitations imposed by the Governing Documents upon terms established by the Circuit Court of Orange County, Florida. That portion of the Property consisting of the Surface Water Management System and Conservation Areas cannot be altered, changed or sold separate from the lands associated therewith. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on such property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of such property. The excess proceeds, if any, from the property shall be distributed among Members in a proportion that is equal to the proportionate share of such Members in the Common Expenses of the Association.

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**ARTICLE VII**  
**MEMBERSHIP**

Every person or entity which qualifies as a Member of the Association in accordance with the Declaration shall be a Member of the Association, and such membership shall carry all rights, restrictions, benefits, interests, and limitations granted pursuant to the Governing Documents, any Rules and Regulations, and the Association Act.

**ARTICLE VIII**  
**VOTING RIGHTS**

A Member's right to vote in Association matters shall vest as set forth in the Declaration. All voting rights of a Member shall be exercised in accordance with and subject to the terms, conditions, restrictions, and limitations provided in the Governing Documents.

**ARTICLE IX**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by the Board, who shall be appointed or elected pursuant to the provisions of the Declaration and the Bylaws. The number of Directors constituting the initial Board shall be three (3). The names and addresses of the persons who are to act in the capacity of initial Directors until the election and qualification of their successors as provided in the Declaration and the Bylaws are:

<u>Name:</u>	<u>Address:</u>
Michael Roche	1064 Greenwood Boulevard, Suite 124 Lake Mary, Florida 32746
David Robling	1064 Greenwood Boulevard, Suite 124 Lake Mary, Florida 32746
Ron Allen	1064 Greenwood Boulevard, Suite 124 Lake Mary, Florida 32746

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**ARTICLE X**  
**OFFICERS**

The affairs of the Association shall be administered by the Officers designated in the Declaration and the Bylaws. The names and addresses of the persons who are to act in the capacity of Officers until the appointment/election and qualification of their successors are:

Name/Office:

Address:

Michael Roche/President

1064 Greenwood Boulevard, Suite 124  
Lake Mary, Florida 32746

David Robling/Vice President

1064 Greenwood Boulevard, Suite 124  
Lake Mary, Florida 32746

Ron Allen  
Secretary/Treasurer

1064 Greenwood Boulevard, Suite 124  
Lake Mary, Florida 32746

**ARTICLE XI**  
**AMENDMENT**

These Articles may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented, and modified. So long as Brookfield Holdings (Bay Lake), LLC, a Delaware limited liability company, whose address is 12265 El Camino Real, Suite 180, San Diego, California 92130 ("**Brookfield**") owns any Lot or portion of the Property encumbered by the Declaration, any amendment of these Articles shall require the prior written consent of Brookfield, unless such amendment is required by any governmental agency including, but not limited to, Orange County, Florida, St. Johns River Water Management District, the U.S. Department of Housing and Urban Development (HUD), the Federal Housing Administration (FHA), Federal Emergency Management Agency (FEMA), or the U.S. Department of Veterans Affairs (VA), or any successor department or agency of any of the foregoing. Declarant, the Association, or the Board, as applicable, shall provide five (5) business days advance written notice to Brookfield of any required request for consent to amend, supplement or modify these Articles, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event Brookfield does not, within five (5) business days from receipt of such request, deliver written notice to Declarant, the Association, or the Board, as applicable, of Brookfield's approval or disapproval (including, without limitation, specific reasonable explanations for any such disapproval), then such request for consent shall be deemed approved.

**ARTICLE XII**  
**INDEMNIFICATION**

12.1 Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals'

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fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such 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, or having served at the Association's request as a director or officer of any other corporation, whether or not he so serves the Association at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for 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.

12.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by a majority of the Directors upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

12.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

### **ARTICLE XIII** **BYLAWS**

The initial Bylaws shall be adopted by the Board and may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented, and modified.

### **ARTICLE XIV** **INCORPORATOR**

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

**Name:**

Tina Lee

**Address:**

1064 Greenwood Boulevard  
Suite 124  
Lake Mary, Florida 32746

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**ARTICLE XV**  
**NON-STOCK CORPORATION**

The Association is organized on a non-stock 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.

IN WITNESS WHEREOF, the undersigned has signed these Articles this 24<sup>th</sup> day of January, 2020.

By: Christina M. Lee  
Name: Christina M. Lee  
Title: President

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

Pursuant to the provisions of Chapters 48 and 617 of the Florida Statutes, the corporation identified below hereby submits the following Certificate Designating Registered Agent for Service of Process ("Certificate") in designation of the registered office and registered agent in the State of Florida.

BAY LAKE PRESERVE HOMEOWNERS ASSOCIATION, INC., desiring to organize as a not for profit corporation under the laws of the State of Florida, with its registered office at 1600 West Colonial Drive, Orlando, Florida 32804, has named The Melrose Management Partnership, LLC, located at the above-registered office, as its registered agent to accept service of process within the State of Florida.

**ACKNOWLEDGMENT:**

Having been named as registered agent for the above-stated corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida, accept to act as registered agent for the above-stated corporation, and agree to comply with the provisions of all laws applicable to the performance of such office.

\_\_\_\_\_  
The Melrose Management Partnership, L.L.C.,  
a Florida limited liability company

By: William Powell  
Name: William Powell  
Its: President

Dated: January 23, 2020