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FLORIDA PROFIT/NON PROFIT CORPORATION

THE CROSSINGS AT LAKE SPIER HOMEOWNER'S ASSOCIATION, INC

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ARTICLES OF INCORPORATION

OF

THE CROSSINGS AT LAKE SPIER HOMEOWNER'S ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, N. Dwayne Gray, Jr., as sole incorporator, with an address of 315 East Robinson Street, Suite 600, Orlando, Florida 32801, who is a resident of the State of Florida and who is of full age, has this day created these Articles of Incorporation, for the purpose of forming a corporation, not for profit, and does hereby certify:

ARTICLE I

NAME

The name of the corporation is **THE CROSSINGS AT LAKE SPIER HOMEOWNER'S ASSOCIATION, INC.** (hereafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE

The initial principal office and mailing address of the Association is located at 315 East Robinson Street, Suite 600, Orlando, Florida 32801.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

Unless otherwise provided herein to the contrary, all terms and words utilized herein shall be as defined in that certain Declaration of Covenants and Restrictions for Lake Spier Crossing, recorded, or to be recorded, in the Public Records of Orange County, Florida (the "Declaration"). This Association does not contemplate pecuniary gain or profit to the Members, officers, or Directors thereof. It is a corporation not for profit organized on a non-stock basis for the purposes of providing a residential homeowners' association. For the accomplishment of the specific purposes for which it is formed, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit, except as limited or modified by these Articles, the bylaws of this Association, and the Declaration. The specific purposes for which this Association is formed are to provide for the maintenance, preservation, and architectural control of the Lots, Units, and Common Area within that certain tract of land more particularly described in the Declaration, and to promote the health, safety, and welfare of the residents within the Property, and any additions thereto, as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) Exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association, as set forth in the Declaration, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments, pursuant to the terms of the Declaration; 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) 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 in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3rds) of the entire membership, 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 to any 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 (2/3rds) of the entire membership, agreeing to such dedication, sale, or transfer;

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

(g) 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.

ARTICLE IV **MEMBERSHIP AND VOTING**

Each Owner of a Lot which is subject to assessment by the Association, including any 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 Lot that is subject to assessment by the Association. Voting rights shall be as set forth in the bylaws of the Association.

ARTICLE V **DURATION**

The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Corporation shall have perpetual existence. Notwithstanding anything in the foregoing to the contrary, the Association may be terminated in accordance with the Declaration and the bylaws of the Association, subject, however, to any required prior governmental approval, and provided that upon such termination, proper written consent must be duly recorded in the Public Records of Orange County, Florida. In the event of dissolution, the assets owned by the Association, including, without limitation, the control and right of access to all surface water management system facilities, shall be conveyed or dedicated to an appropriate agency of local government, and if such agency refuses to accept such assets, then such assets shall be transferred to a non-profit corporation similar to the Association. The Association

may be terminated with the assent, given in writing and signed, by not less than two-thirds (2/3rds) of the entire membership.

ARTICLE VI
BYLAWS

The bylaws of the Association may be altered or amended in the manner provided therein.

ARTICLE VII

Amendment of these Articles shall require the assent of not less than two-thirds (2/3rds) of the entire membership. Amendment of these Articles may be proposed by the Board of Directors, and shall be voted on at a Special Meeting of the membership duly called for that purpose, or at an annual meeting of the membership; provided, however, the foregoing requirement as to a meeting of the membership shall not be construed to prevent the Members from waiving notice of a meeting; provided further, if Members (and/or persons holding valid proxies) with not less than two-thirds (2/3rds) of the votes of the entire membership sign a written consent manifesting their intent that an Amendment to these Articles be adopted, then such Amendment shall thereby be adopted as though proposed by the Board of Directors and voted on at a meeting of the membership as hereinabove provided.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association. The number of Directors may be changed by amendment of the bylaws of the Association. Directors shall be elected or removed by the Members in the manner determined by the bylaws of the Association. The business of the Association shall be conducted by the officers designated in the bylaws of the Association. The officers shall be elected by the Board of Directors at its first meeting, and shall serve at the pleasure of the Board of Directors.

ARTICLE IX
INITIAL DIRECTORS

The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Shane Acevedo	315 East Robinson Street, Ste 600, Orlando, FL 32801
N. Dwayne Gray, Jr.	315 East Robinson Street, Ste 600, Orlando, FL 32801
Andrew Russo	315 East Robinson Street, Ste 600, Orlando, FL 32801

At the first annual meeting, the Members shall elect the Directors in the manner prescribed in the bylaws of the Association.

ARTICLE X **REGISTERED AGENT**

ZKS REGISTERED AGENT SERVICES, LLC, whose address is 315 East Robinson Street, Orlando, FL 32801, is hereby appointed the initial registered agent of this Association.

ARTICLE XI **INDEMNIFICATION**

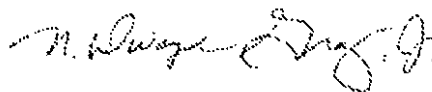
Subject to, and consistent with, the requirements and procedures for such indemnification under the applicable provisions of the Florida Statutes, the Association shall defend, indemnify, and hold harmless any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or contemplated action, suit, or proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, committee member, or agent of the Association, from and against any and all liabilities, expenses (including attorneys' and paralegals' fees and for all stages prior to and in connection with any such action, suit or proceeding, including all appellate proceedings), judgments, fines, and amounts paid in settlement, as long as actually and reasonably incurred by him in connection with such action, suit, or proceeding, including any appeal thereof, 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 this conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit, or proceedings by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in our not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

ARTICLE XII **INCORPORATOR**

The name and street address of the person signing these Articles as incorporator is:

N. DWAYNE GRAY, JR.
315 East Robinson Street, Suite 600
Orlando, Florida 32801

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 26th day of July, 2022.

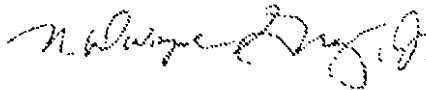


N. DWAYNE GRAY, JR., incorporator

**ACCEPTANCE OF APPOINTMENT
BY INITIAL REGISTERED AGENT**

THE UNDERSIGNED, a limited liability company of the State of Florida, having been named in Article X of the foregoing Articles of Incorporation as initial Registered Agent at the office designated therein, hereby accepts such appointment and agrees to act in such capacity. The undersigned hereby states that the undersigned is familiar with, and hereby accepts, the obligations set forth in Section 617.0503, Florida Statutes, and the undersigned will further comply with any other provisions of law made applicable to the undersigned as Registered Agent of the corporation.

DATED, this 26th day of July, 2022.



N. DWAYNE GRAY, JR, on behalf of
ZKS Registered Agent Services, LLC
Registered Agent