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Bainbridge Estates Unit Two Homeowners' Association

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Holland & Knight LLP
50 North Laura Street
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Jacksonville, FL 32202
www.hklaw.com

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**ARTICLES OF INCORPORATION
FOR
BAINEBRIDGE ESTATES UNIT TWO HOMEOWNERS' ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1.
NAME**

The name of the corporation shall be BAINBRIDGE ESTATES UNIT TWO HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

**ARTICLE 2.
OFFICE**

The principal office and mailing address of the Association shall be c/o Lennar Homes, LLC, 9440 Philips Highway, Suite 7, Jacksonville, Florida 32256 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3.
PURPOSE**

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions and Easements for Bainebridge Estates Unit Two recorded (or to be recorded) in the Public Records of Duval County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain, repair and replace the Common Property thereof for the benefit of the Owners who become Members of the Association.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association may inure to the benefit of any individual Member or any other person. The Association may however, reimburse its Members for the 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 Section 528 of the Code or other applicable provisions of the Code and federal and state law.

#26760193_v2
Prepared by Barbara Cociolo
Florida Bar No. 76866
Holland & Knight LLP
50 N. Laura St., Suite 3900
Jacksonville, FL 32202
904-353-2000

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**ARTICLE 4.
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration which are incorporated herein, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 5.
POWERS**

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida (as determined as of the date of these Articles), except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the prior approval of Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds (2/3) of the total votes.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Common Property and insurance for the protection of the Association, its officers, directors and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property; provided however, all proposed rules and regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Association.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.

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(g) To contract for the management and maintenance of the Common Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.

(h) To employ personnel to perform the services required for the proper operation of the Common Property.

(i) To execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Lot, and each Mortgagee of an Owner, by acceptance of a lien on said Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To enter into necessary agreements with utility companies, community systems service providers, a community development district or governmental or quasi-governmental entities to provide services to or for the Association or the Members.

5.3 Powers Exercised by Board of Directors. All of the foregoing powers or duties shall be exercised by the Board of Directors subject to the approval of the required number of directors as may be set forth in the Declaration, Articles or Bylaws, provided however, the Board of Directors may not act on behalf of the Association to amend the Declaration or terminate the Association or the Declaration. The foregoing powers are subject to the approval of the Members holding the requisite number of votes of Members who are present at a duly constituted meeting at which a quorum is present in person or by proxy.

5.4 Property of the Association. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

5.5 Distribution of Income; Dissolution. The Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not-For-Profit Corporation Act (Chapter 617, Florida Statutes).

5.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws.

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**ARTICLE 6.
MEMBERS**

6.1 Membership. The Members of the Association shall consist of the Developer under the Declaration (Lennar Homes, LLC) and all of the record title owners of Lots within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot.

6.2 Assignment. The share 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 for which that share is held.

6.3 Classes of Members / Voting. The Association will have two (2) classes of voting membership:

(a) Classes of Members.

(i) Class A Members. Class A Members shall be all Owners of Lots subject to the Declaration, with the exception of the "Developer" (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one (1) vote for each Lot owned by such Member.

(ii) Class B Member. The Class B Member shall be the Developer, or a representative thereof. The Class B Membership shall exist until the occurrence of the earlier of the following events ("Turnover"):

(1) Three (3) months after ninety percent (90%) of the Lots in all phases of the Bainebridge Estates Unit Two that will ultimately be operated by the Association have been conveyed to members other than the Class B member.

(2) Such earlier date as Developer, in its sole discretion, may determine in writing.

(3) Such other percentage of the parcels has been conveyed to Members, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

(4) Upon the Developer abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents;

(5) Upon the Developer filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(6) Upon the Developer losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has

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accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(7) Upon a receiver for the Developer being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that Turnover would be detrimental to the Association or its Members. For purposes of this section, the term "members other than the developer" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

(b) After Turnover, the Developer will be a Class A Member with respect to the Lots which it owns and shall have all rights and obligations of that Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

(c) Voting.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Until Turnover, the Class B Member shall appoint the Directors, provided however Members other than the Developer are entitled to elect at least one member of the Board of Director if 50% of the Lots in all phases of Bainebridge Estates Unit Two which will ultimately be operated by the Association have been conveyed to the Members. After Turnover, the Directors will be elected in accordance with Article 4 of the Bylaws.

6.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of members other than the annual meeting.

6.5 Proviso. At Turnover, the Developer shall transfer control of the Association to Owners other than the Developer by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association; provided at least thirty (30) days notice of Developer's decision to cause its appointees to resign is given to Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Developer refuse or fail to assume control.

ARTICLE 7. INCORPORATOR

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

NAME
Zenzi Rogers

ADDRESS
9440 Philips Highway, Suite 7
Jacksonville, Florida 32256

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**ARTICLE 8.
TERM OF EXISTENCE**

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. The Association may only be terminated by the approval of the Members holding two thirds (2/3) of the votes, voting in person or by proxy at duly called meeting at which a quorum is present or by the approval of members holding two thirds (2/3) of all the votes; provided however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose.

**ARTICLE 9.
OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Zenzi Rogers President	9440 Philips Highway, Suite 7 Jacksonville, FL 32256
Michael Della Penta Vice President	9440 Philips Highway, Suite 7 Jacksonville, FL 32256
Glenn Miller Secretary/Treasurer	9440 Philips Highway, Suite 7 Jacksonville, FL 32256

**ARTICLE 10.
DIRECTORS**

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

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10.3 Election and Removal. The provisions relating to the election and removal of the Board of Directors are set forth in Article 4 of the Bylaws.

10.4 Term of Developer's Directors. The Developer shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Zenzi Rogers	9440 Philips Highway, Suite 7 Jacksonville, FL 32256
Glenn Miller	9440 Philips Highway, Suite 7 Jacksonville, FL 32256
Michael Della Penta	9440 Philips Highway, Suite 7 Jacksonville, FL 32256

10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a committee of which the Director is not a member if the Director reasonably believes the committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

**ARTICLE 11.
INDEMNIFICATION PROVISIONS**

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, 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 reason 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

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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 12.
BYLAWS**

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

**ARTICLE 13.
AMENDMENTS**


Until Turnover and subject to the reasonableness standard set forth in Section 720.3075(5), Florida Statutes, 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 other Member or Institutional Mortgagee. After turnover, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of Owners of seventy-five percent (75%) of the Lots, or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required to the extent such amendment adversely affects the priority of the Institutional Mortgagee's lien or the Institutional Mortgagee's rights to foreclosure its lien or otherwise materially affects the rights and interests of the Institutional Mortgagee. Notices to Institutional Mortgagees are to be sent in accordance with the requirements of 720.306(1) Florida Statutes. 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 the County. Within thirty (30) days after recording an amendment, the Association shall provide a copy of the amendment to each Low Owner.

**ARTICLE 14.
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The name and address of the Registered Agent of the Association is:

Zenzi Rogers
9440 Philips Highway, Suite 7
Jacksonville, Florida 32256

The Incorporator has affixed his signature the day and year set forth below.



Zenzi Rogers, Incorporator

Dated this 12th day of December, 2013.

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**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Bainebridge Estates Unit Two Homeowners' Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, has named Zenzi Rogers, with an address of 9440 Philips Highway, Suite 7, Jacksonville, Florida 32256 as its agent to accept service of process within Florida.

**BAINEBRIDGE ESTATES UNIT TWO
HOMEOWNERS' ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: [Signature]
Print Name: Zenzi Rogers
Its: President
Date: 12/12/13

Having been named to accept service of process for the above-stated corporation, at the place designated in the certificate, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

By: [Signature]
Name: Zenzi Rogers
Date: 12/12/13