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(Requestor's Name)

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(City/State/Zip/Phone #)

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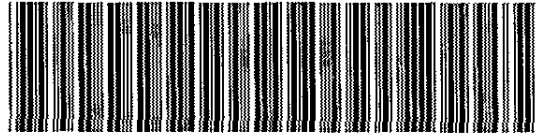
(Business Entity Name)

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DIVISION OF CORPORATIONS

06 SEP 28 01:11:42

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SEP 28 2006

ATTORNEYS' TITLE

Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, Fl 32308

850-222-2785

City/St/Zip

Phone #

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1- VENTURE PARK ASSOCIATION, INC.

2-

3-

4-

Walk-in

Pick-up time ASAP

Certified

Mail-out

Will wait

Photocopy

Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input checked="" type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

**ARTICLES OF INCORPORATION
OF
VENTURE PARK ASSOCIATION, INC.
a Florida not-for-profit corporation**

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The undersigned incorporator by these Articles in order to form a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation.

**ARTICLE ONE
DEFINITIONS**

These Articles of Incorporation are herein referred to as the "Articles" and the Bylaws of the Association are herein referred to as the "Bylaws". Unless defined in these Articles or the Bylaws all terms used in the Articles and the Bylaws shall have the same meanings as used in the Declaration of Protective Covenants, Conditions, Restrictions and Easements For Venture Park P.U.D. herein referred to as the "Declaration", which Declaration is to be recorded in the public records of Martin County, Florida and which will pertain to the following described property:

Tracts 1 through 12, and Tracts 55 and 56, Block B, Indiantown Farms, according to the Plat thereof, recorded in Plat Book 1, page 80, public records of Martin County, Florida; EXCEPTING THEREFROM, that portion of Lots 5, 6, 55 and 56, Block B, more particularly described in Right-of-Way Deed from Beach Brooks individually and as trustee under unrecorded agreement dated February 4, 1987, to Martin County, dated July 27, 2000, and recorded in Official Records Book 1497, page 731, public records of Martin County, Florida (less any portion thereof which may be conveyed to Martin County, Florida or any other governmental agency and which is not included as a part of the plat of Venture Park P.U.D.)

The above described property is to be platted in accordance with a plat to be known as Venture Park P.U.D.

**ARTICLE TWO
NAME**

The name and address of the corporation shall be **Venture Park Association, Inc.**, (herein referred to as the "Association"), of 5035 SE Federal Highway, Stuart, Florida 34997.

ARTICLE THREE
PURPOSE

The purpose for which the Association is organized is to be the Association for the industrial and agricultural real estate development known as Venture Park P.U.D., including the following:

- A. To operate as a corporation not for profit pursuant to Chapter 617, Florida Statutes.
- B. To administer, enforce and carry out the terms and provisions of the Development Documents as same may be amended or supplemented from time to time.
- C. To administer, enforce and carry out the terms and provisions of any other Declaration of Covenants and Restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the Association and accepted by the Board.
- D. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the South Florida Water Management District (SFWMD) Permit applicable to Venture Park P.U.D., as well as all requirements and applicable District rules, and shall assist in the enforcement of any Declaration of Covenants and Restrictions which relate to the Surface Water Management System, as well as to levy and collect adequate assessments against Members for the costs of maintenance and operation of the Surface Water Management System in a manner consistent with the SFWMD Permit requirements and applicable SFWMD rules.
- E. To administer, enforce and carry out the terms and provisions of any agreement between the Declarant or the Association and Martin County, Florida or the Department of Environmental Protection of the State of Florida, as such agreements may be amended or supplemented from time to time.

ARTICLE FOUR
POWERS

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

- A. **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida, specifically, Chapter 617, Florida Statutes, which are not in conflict with the terms of these Articles, the Declaration or the Bylaws.
- B. **The Act.** All mandatory provisions of Sections 617.301 - 617.312, Florida Statutes (the "Act"), as amended from time to time are incorporated herein by this reference thereto. All mandatory provisions of the Act shall govern and control all

conflicting provisions of the Articles or Bylaws.

- C. **Enumeration.** The Association shall have all of the powers reasonably necessary to carry out its functions as set forth in the Development Documents, in accordance with the Act and as more particularly described in the Declaration, the Bylaws and these Articles, as they may be amended from time to time, including but not limited to the following:
1. To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
 2. To enter into, make, establish, amend and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the Association.
 3. To make and collect Assessments from Members to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties.
 4. To own, purchase, sell, convey, mortgage, lease, administer, manage, operate, trade, maintain, improve, repair and/or replace real and personal property.
 5. To hold funds for the exclusive benefit of the Members of the Association as set forth in these Articles and as provided in the Declaration and the Bylaws.
 6. To purchase insurance upon the Common Areas and all portions of the Property, including Improvements thereon, under the jurisdiction of the Association and for the protection of the Association, its officers, directors and Members, and such other parties as the Association may determine to be in the best interests of the Association.
 7. To operate, maintain, repair, replace, reconstruct, add to and improve all Common Areas and such other portions of Venture Park P.U.D. as may be determined by the Board from time to time and any other property acquired or leased by the Association.
 8. To honor and perform under all contracts and agreements entered between third parties and the Association or third parties and the Developer which are assigned to the Association.
 9. To exercise architectural control, either directly or through appointed committees, over all building's, structures and improvements to be placed or constructed upon any portion of Venture Park P.U.D.. Such control shall be exercised pursuant to the provisions set forth in the Declaration.

10. To provide for private security, fire safety and protection, and similar functions and services within Venture Park P.U.D. as the Board in its discretion determines necessary or appropriate.
11. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, streets (to the extent not maintained by Martin County), pathways, and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the Members of the Association and the owners of any portion of Venture Park P.U.D. as the Board in its discretion determines necessary or appropriate.
12. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever contractual arrangement the Board shall enter.
13. To operate, maintain and manage the Surface Water Management System including all lakes, preserves, retention areas, culverts and related appurtenances, as permitted by the South Florida Water Management District Permit applicable to Venture Park P.U.D., as well as all requirements and applicable SFWMD rules.
14. To assist in the enforcement of any Declaration of Covenants and Restrictions which relate to the Surface Water Management System.
15. To levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the surface water and/or storm water management system(s) in a manner consistent with the SFWMD Permit requirements and applicable SFWMD rules.
16. To make, establish and enforce reasonable Rules and Regulations pertaining to the use of Lots and Common Areas.
17. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations.
18. To contract for the management, maintenance and operation of the Common Areas and to authorize a management agent 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 Common Areas with funds as shall be made available by the Association for such purposes. The Association and its officers and

Directors shall, however, retain at all times the powers, and duties granted by the Declaration, including, but not limited to the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

19. To borrow money, and to mortgage Common Areas for their improvement (including the repair, maintenance and expansion thereof).
20. To select depositories for funds and accounts to be maintained by the Association.
21. To appoint such committees as the Board may deem appropriate in order to fulfill certain delegable duties of the Board.
22. To adopt, alter, amend and repeal the Bylaws as may be desirable or necessary for the proper management of the Association, in accordance with the procedures set forth in the Bylaws.
23. To pay all taxes and assessments levied against the Common Areas.
24. To provide any supplemental municipal or utilities services as appropriate or necessary.
25. To establish and maintain, in the Board's sole discretion, a reserve fund for capital improvements, repairs and replacements.
26. To appoint persons who shall sign all checks and drafts on behalf of the Board.
27. To exercise all other authority granted to it under the terms of the Declaration.
28. To suspend the voting rights of a Member for any period during which a violation of any provision of the Development Documents should continue, such as but not limited to, any period during which Assessments against a Lot remain unpaid.
29. To discharge all obligations specified as being the obligation of the Association as shown on the Plat.
30. To maintain all Preserve Areas within the Property in accordance with the Preserve Area Management Plan as approved by Martin County, Florida.
31. To provide any wetland mitigation monitoring which may be required by any governmental permit for the Property, which monitoring shall be in accordance with the terms of the applicable permits so that the

requirements are completed successfully, including all conditions associated with mitigation maintenance and monitoring.

32. To adopt and amend Budgets.
 33. To grant easements over Common Property.
 34. To maintain project signage.
- D. **Association Property.** All funds and titles 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.
- E. **Distribution of Income; Dissolution.** The Association 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 public agency, except in the event of a termination of the Declaration.
- F. **Limitation.** The powers of the Association shall be subject to, and shall be exercised in accordance with, the provisions hereof and of the Declaration and Bylaws.

ARTICLE FIVE MEMBERS

- A. **Membership.** The membership of the Association shall be as established in the Bylaws.
- B. **Voting.** The voting rights of the Members shall be as established in the Bylaws.

ARTICLE SIX THE BOARD

- A. **Board.** The Association shall be managed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Bylaws.
- B. **Board Exercises Powers of The Association.** All of the duties and powers of the Association existing under Chapters 617 Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the Members only when specifically required.

- C. **Initial Board Members.** The names and addresses of the Board members who shall hold office until their successors are elected or appointed, or until removed, are as follows:

Paul Filipe, PO Box 1186, Palm City, Florida 34990
Jeffery D. Chamberlin, PO Box 3, Stuart, Florida 34995
Robert A. Burson, PO Box 1520, Stuart, Florida 34995

ARTICLE SEVEN BYLAWS

The initial Bylaws shall be adopted by the Board, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE EIGHT AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- A. **Initiation.** A resolution to amend these Articles may be proposed by a majority of the Board or by Members holding not less than ten percent (10%) of the votes of the entire membership of the Association.
- B. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- C. **Adoption of Amendments.**
1. A resolution for the adoption of the proposed amendment shall be adopted by Members having not less than a majority of the votes of the entire membership of the Association.
 2. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of Martin County, Florida, as an amendment to the Declaration.
 3. Any amendment to the Articles which would affect the Surface Water Management System (including environmental conservation areas, the Conservation Areas, and the water management portions of the Common Areas) must be submitted to the South Water Management District for a determination of whether the amendment necessitates a modification of the environmental resource or surface water management permit. If a

modification is necessary, then the amendment may not become effective until any necessary permit modification is approved by the South Florida Water Management District.

- D. Amendments By Declarant. Prior to the Turnover Date, Declarant may amend these Articles of Incorporation at any time without joinder of any Member or mortgagee.

ARTICLE NINE
TERM

The Association shall have perpetual existence. If, for whatever reason, the Association is dissolved, then any Common Area, expressly including the Surface Water Management System shall be conveyed to an appropriate agency of the local government for control and maintenance purposes. If no agency of the local government will accept such conveyance and responsibility, then such property must be conveyed to a not for profit corporation similar to the Association. Notwithstanding the above, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE TEN
INCORPORATOR

The name and street address of the Incorporator is:

Porto Properties, LLC
5035 SE Federal Highway
Stuart, Florida 34997

ARTICLE ELEVEN
INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF INITIAL REGISTERED AGENT

The street address of the initial registered office of the Association is 5035 SE Federal Highway, Stuart, Florida 34997. The initial Registered Agent of the Association at that address is Paul Filipe.

IN WITNESS WHEREOF, the Incorporator has executed these Articles on the date set forth below.

Porto Properties, LLC, a Florida limited liability company
(Document number L05000033051)

Paul Filipe

By: Paul Filipe, its managing member
September 27, 2006

STATE OF FLORIDA
COUNTY OF MARTIN

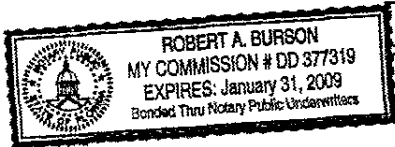
Subscribed and acknowledged before me on September 27, 2006 by Paul Filipe, as managing member of Porto Properties, LLC, who is personally known to me and who did not take an oath.

Robert A. Burson

(Signature of Notary Public)

ROBERT A. BURSON

(Notary Seal)

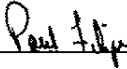


Print, type, or stamp commissioned name of Notary Public)

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

Pursuant to Chapter 48, Florida Statutes, the following is submitted in compliance with said Act:

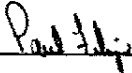
Venture Park Association, Inc., desiring to organize as a not-for-profit corporation under the laws of the State of Florida with its registered office at 5035 SE Federal Highway, Stuart, Florida 34997, hereby designates Paul Filipe, located at the above registered office, as its Registered Agent to accept service of process within this state.



Paul Filipe
Incorporator
Date: September 27, 2006

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby agree to act in this capacity, and further agree to comply with the provisions of said Act relative to keeping open said office.



Paul Filipe
Registered Agent
Date: September 27, 2006

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