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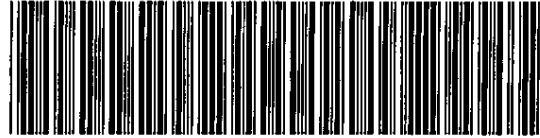
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TALLAHASSEE, FLORIDA

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NO7-7469

2/21/07

COVER LETTER

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: VENTURE PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☒ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: NEACE & ASSOCIATES, P.A.

Name (Printed or typed)

4209 BAYMEADOWS RD., SUITE #3

Address

JACKSONVILLE, FL 32217

City, State & Zip

904-854-6336 fax 904-854-6331

Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.



FLORIDA DEPARTMENT OF STATE
Division of Corporations

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

February 13, 2007

NEACE & ASSOCIATES, P.A.
4209 BAYMEADOWS ROAD
SUITE #3
JACKSONVILLE, FL 32217

SUBJECT: VENTURE PROFESSIONAL CENTER CONDOMINIUM
ASSOCIATION, INC.
Ref. Number: W07000007469

We have received your document for VENTURE PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must list at least one incorporator with a complete business street address.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6973.

Claretha Golden
Document Specialist
New Filing Section

Letter Number: 707A00010883

ARTICLES OF INCORPORATION
OF
VENTURE PROFESSIONAL CENTER
CONDOMINIUM ASSOCIATION, INC.

A Corporation Not For Profit

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under Chapter 617, Florida Statutes, the undersigned hereby incorporate the corporation for the purposes and with the powers herein specified, pursuant to the following Articles of Incorporation:

I. NAME

The name of the corporation (the "Association") is Venture Professional Center Condominium Association, Inc., a Florida corporation not for profit.

II. PRINCIPAL OFFICE

The initial principal place of business and mailing address of the Association is 10365 Hood Road, Jacksonville, FL 32257. The principal office of the Association will be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may be from time to time designated by the Board of Directors.

III. PURPOSE

The purpose for which the Association is organized is to administer the operation and management of Venture Professional Center, a Condominium (the "Condominium"), which may be established by recording the Declaration of Condominium therefor (the "Declaration") in the public records of Duval County, Florida, in accordance with the Condominium Act, Chapter 718, Florida Statutes (the "Act"), upon certain real property situated in Duval County, Florida (the "County"). The Association will perform the acts and duties incident to the operation and management of the Condominium, in accordance with the provisions of these Articles of Incorporation, the Bylaws of the Association to be adopted (the "Bylaws") pursuant hereto, and the Declaration, as amended from time to time, as and when the real property described in the Declaration together with the improvements situated thereon are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the said real property, the improvements thereon, and such other property, real and personal, as may be or become part of the Condominium ("Condominium Property"), to the extent necessary or convenient in the administration of the Condominium, as provided for in the Declaration. The Association will be conducted as a nonprofit organization for the benefit of its members. The powers of the Association to operate and administer the Condominium Property will not be effective as to any portion of real property unless and until such property has been submitted to the condominium form of

ownership by the Declaration or an amendment thereto. All terms contained herein will have the same meaning as contained in the Declaration.

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 42-031-97404-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system(s).

IV. POWERS

The Association will have all of the powers and privileges granted to corporations not for profit under the laws of Florida, subject to and to be exercised in accordance with the provisions hereof and the Declaration, the Bylaws, and the Act.

The Association shall levy and collect adequate assessments against members of the Association for costs of maintenance and operation of the surface water or stormwater management system.

V. MEMBERS

The qualifications of members, manner of their admission to the Association, and termination of membership and voting rights, will be as follows:

1. The owners of all Units in the Condominium will be "Members" of the Association, including the Developer, and no other persons or entities will be entitled to membership except as provided for in Paragraph 5 of this Article V.
2. Membership will be established by the acquisition of the fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein by voluntary conveyance or operation of law, and the membership of any person or entity will be automatically terminated when such person or entity is divested of all title or his or her entire fee ownership in such Unit; provided, however, that nothing herein contained will be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity will retain fee title to or a fee ownership interest in any Unit.
3. The interest 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 Unit(s) owned by such Member. The funds and assets of the Association will be expended, held, or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.
4. On all matters upon which the membership will be entitled to vote, as hereinafter provided, there will be one and only one vote for each Unit in the Condominium, which vote will have the weight provided for in the Declaration and may

be exercised or cast by the owner(s) of each Unit as provided for in the Bylaws. Should any Member own more than one Unit, such Member will be entitled to exercise or cast one vote having the weight provided for in the Declaration for each such Unit owned, in the manner provided for in the Bylaws.

5. Until the first Unit is conveyed to an Owner other than the Developer, the membership of the Association will be comprised of the directors as set forth in Article VI, each of whom will be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

VI. DIRECTORS

1. The number of members of the first Board of Directors will be three (3). The number of members of succeeding Board of Directors will be as provided in the Bylaws.

2. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that ultimately will be operated by the Association, the Unit Owners other than the Developer will be entitled to elect, in a manner to be provided in the Bylaws, not less than one-third of the members of the Board of Directors of the Association. Unit Owners other than the Developer will be entitled to elect, in a manner to be provided in the Bylaws, not less than a majority of the members of the Board of Directors, as follows: (i) three years after fifty percent (50%) but less than ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or (ii) three (3) months after ninety percent (90%) of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or (iii) when all of the Units that ultimately will be operated by the Association have been completed, and some of the units have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or (iv) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; Or (v) seven (7) years after recordation of the Declaration, whichever occurs first. The Developer will be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, Developer will be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit Owner Member of the Association, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. After Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer will, within a reasonable time and in a manner to be provided in the Bylaws, relinquish control of the Association and will deliver to the Association all property of the Unit Owners and the Association held or controlled by the Developer.

3. Within seventy five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association will call, and give not less than sixty (60) days notice of, an election for the member of the Board of Directors as provided in Section 718.301(2) of the Florida Statutes.

VII. OFFICERS

The Board of Directors will appoint at the annual meeting of Members each year, a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors will deem advisable from time to time, The President will be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President will not be held by the same person, nor will the office of President and Secretary or Assistant Secretary be held by the same person. The officers will have such powers and duties as may be prescribed by the Bylaws or as may be determined from time to time by the Board of Directors subject to the Bylaws.

VIII. INITIAL DIRECTORS AND OFFICERS

The name and addresses of the members of the first Board of Directors and the officers who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the Bylaws, will hold office for the first year of the Association's corporate existence, and thereafter until their successors are selected and have qualified, are as follows:

<u>Name</u>	<u>Address</u>	<u>Position</u>
Michael Bagdonas	11497 Columbia Park Drive West Jacksonville, Fl 32258	Director, President
Newman Stanley	11497 Columbia Park Drive West Jacksonville, Fl 32258	Vice-President
Moises Solano	11497 Columbia Park Drive West Jacksonville, Fl 32258	Secretary- Treasurer

X. BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the following specific provisions are made for the regulation of the business and the conduct of the affairs of the Association:

1. Subject to such restrictions, if any, as are herein expressed and such further restrictions, if any, as may be set forth in the Bylaws, the Board of Directors will have the general management and control of the Association and may exercise all of the powers of the Association except such as may be by statute, or by the Bylaws as constituted from time to time, expressly conferred upon or reserved by the members.

2. Subject always to such Bylaws as may be adopted from time to time by the Members, the Board of Directors is expressly authorized to adopt, alter and amend the Bylaws of the Association, but any Bylaw adopted, altered, or amended by the Directors may be altered, amended, or repealed by the Members.

3. No Director or officer of the Association will, in the absence of fraud, be disqualified by his or her office from dealing or contracting with the Association either as vendor, purchaser, or otherwise; nor, in the absence of fraud, will any contract, transaction, or act of the Association be void or voidable or affected by reason of the fact that any such Director or officer, or any firm of which any such Director or officer is a member or any employee, or any entity of which any such Director or officer is an officer, principal, or employee, has any interest in such contract, transaction, or act, whether or not adverse to the interest of the Association, even though the vote of the Director or Directors or officer or officers having such interest will have been necessary to obligate the Association upon such contract, transaction, or act; and no Director or Directors or officer or officers having such interest will be liable to the Association or to any Member or creditor thereof, or to any other person for any loss incurred by it under or by reason of any such contract, transaction, or act; nor will any such Director or Directors or officer or officers be accountable for any gains or profits realized thereon.

X. INCORPORATOR

The name and address of the Incorporator of these Articles is: Mike Bagdonas c/o New Structures, LLC, 11497 Columbia Park Drive W., Jacksonville, FL 32258.

XI. REGISTERED OFFICE

The name and Florida street address of the Association's initial registered agent is: Michael Bagdonas c/o New Structures, LLC, 11497 Columbia Park Drive W., Jacksonville, FL 32258.

XII AMENDMENT

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of Directors, or by the Members of the Association owning ten percent (10%) of the voting interests in the Condominium, whether meeting as Members or acting by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or the Members, such proposed amendment or amendments will be transmitted to the President of the

Association, or the acting chief executive officer in the absence of the President, who will thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days or later than sixty (60) days from the receipt by him or her of the proposed amendment or amendments, and it will be the duty of the Secretary to give each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice will be mailed or presented personally to each Member not less than fourteen (14) days nor more than sixty (60) days before the date set for such meeting. If mailed, such notice will be deemed to be properly given when deposited in the United States mail, addressed to the Member at his or her Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, will be deemed equivalent to the giving of such notice to such Member. At such meeting or by written approval, the amendment or amendments proposed must be approved by an affirmative vote of the Members owning not less than two-thirds (34) of the voting interests in the Condominium in order for such amendment or amendments to become effective. The Members may signify their joinder and consent to an amendment by filing such joinder or consent prior to a duly convened meeting at which such amendment or amendments will be presented. Thereupon, such amendment or amendments of these Articles of Incorporation will be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of (lie State of Florida. A certified copy of each such amendment of these Articles of Incorporation will be recorded in the public records of the County within thirty (30) days from the date on which the same is filed in the office of the Secretary of State of the State of Florida. Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles of Incorporation which will abridge, amend, or alter the right of the Developer to designate and select members of the Board of Directors of the Association, as provided in Article VI hereof, may be adopted or become effective without the prior written consent of Developer, except as otherwise required by law.

XIII. INDEMNIFICATION

Every Director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which eh or she may be a party, or which he or she may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XIV. FIDELITY BONDING

In addition to the indemnification provisions hereof, the Association will obtain and maintain blanket fidelity bonds on each director, officer, and employee of the Association and of any management firm. The total amount of fidelity bond coverage will be based upon the best judgment of the Board of Directors and will not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or management firm, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the Condominium, including reserves.

The fidelity bond will name the Association as an obligee and will contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds will be paid by the Association as a common expense (except for the premiums on fidelity bonds maintained by the management firm, if any). The bonds will provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' written notice to the Association.

XV. EXISTENCE

The Association will have perpetual existence.

XVI. DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system(s) 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 St. Johns Water Management District prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, the Incorporator hereto has hereunto set his hand and seal this 19 day of February, 2007

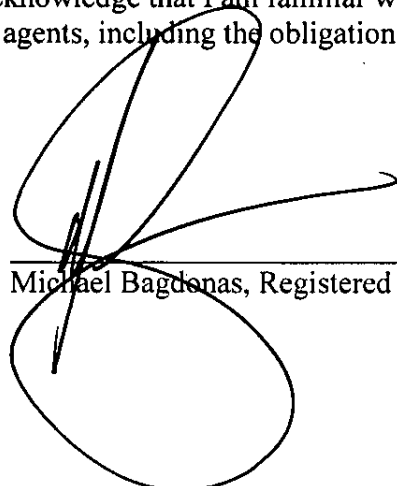


Michael Bagdonas, Incorporator

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for Venture Professional Center Condominium Association, Inc., a Florida not for profit corporation, at the place designated in the Articles of Incorporation of said corporation, I hereby accept such appointment and agree to act in this capacity, and agree to comply with the provisions of law relating to keeping said office open. I further acknowledge that I am familiar with and accept the obligations imposed upon registered agents, including the obligations imposed by Section 617.0505, Florida Statutes.

Dated: 2/19 2007



Michael Bagdonas, Registered Agent

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TALLAHASSEE, FLORIDA