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Sanctuary at Manatee Bay Homeowners Association, Inc

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ARTICLES OF INCORPORATION FOR
THE SANCTUARY AT MANATEE BAY HOMEOWNERS ASSOCIATION, INC.
a Florida corporation not for profit

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The undersigned incorporators by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

ARTICLE 1

NAME

The name of the corporation shall be THE SANCTUARY AT MANATEE BAY 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

PURPOSE

The purpose for which the Association is organized is to provide an entity for the purpose of administering a residential real estate project known as THE SANCTUARY AT MANATEE BAY (the "Project"), which is being developed by THE VENTURE GROUP OF JUPITER, INC., a Florida domestic corporation (the "Declarant"), and for any other lawful purpose.

ARTICLE 3

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Covenants, Restrictions and Easements for THE SANCTUARY AT MANATEE BAY as amended and modified from time to time, (the "Declaration") to be recorded in the Public Records of Martin County, Florida, and/or the Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4

POWERS

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

- 4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration or the Bylaws, together with such additional specific powers as are contained in the Declaration, the Bylaws and elsewhere in these Articles.
- 4.2 Enumeration. The Association shall have all of the powers reasonably necessary to operate the Project pursuant to the Declaration and as more particularly described in the Bylaws and these Articles, 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 Lot Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Project, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Common Properties and all portions of the Property, including Improvements thereon, under the jurisdiction of the Association, 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 Project and for the health, comfort, safety and welfare of the Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Lots as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Project, subject, however, to the limitation regarding assessing Lots owned by the Declarant for fees and expenses relating in any way to claims or potential claims against the Declarant as set forth in the Declaration and/or Bylaws.
- (h) To contract for the management and maintenance of the Project and to authorize a management agent (who may be an affiliate of the Declarant) 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 Properties 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 execution of contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Project.
- (j) To pay the cost of all power, water, sewer, waste collection, and other utility services rendered to the property of the Association, and not billed to the Owners.
- (k) To grant such permits, licenses, and easements over the Common Properties for utilities, roads and other purposes reasonably necessary or useful to the Association.
- (l) To do such other things as may be necessary in order to perform the duties and to exercise the powers provided to the Association in the Declaration.

- 4.3 Association Property. All funds and the 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.
- 4.4 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 a public agency, except in the event of a termination of the Declaration.
- 4.5 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 the Bylaws.

ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association ("Members") shall consist of the Declarant and all of the Owners of Lots in the Project from time to time, as further described in the Declaration.
- 5.2 Change of Membership. Subject to the terms and conditions of the Declaration, change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a record title to a Lot and the delivery to the Association of a copy of such instrument. The Owner designated by such instrument shall be deemed to become a Member of the Association, and the membership of the prior owner shall be deemed terminated on the date of execution of such instrument.
- 5.3 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.
- 5.4 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws; provided, however, the Declarant shall also have additional votes in accordance with its Class B membership, as provided in the Declaration. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.
- 5.5 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.

ARTICLE 6

TERM OF EXISTENCE

Unless otherwise terminated in accordance with these Articles, the Declaration or the laws of Florida, the Association shall have perpetual existence.

ARTICLE 7

INCORPORATOR(S)

The names and address of the Incorporator(s) to these Articles are as follows:

NAME
William J. Benak

Harvey H. McClintock

ADDRESS
4805 SE Capstan Ave. PO Box 589
Port Salerno, FL 34992
4805 SE Capstan Ave. PO Box 589
Port Salerno, FL 34992

ARTICLE 8

OFFICERS

Subject to the direction of the Board (described in Article 9 below) 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 at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers.

The names of the officers who shall serve until their successors are designated by the Board are as follows:

<u>President</u>	William J. Benak
<u>Vice President</u>	Harvey H. McClintock
<u>Vice President</u>	B.J. Benak
<u>Secretary</u>	Jonathan McClintock
<u>Treasurer</u>	Jonathan McClintock

ARTICLE 9

DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board (the "Board of Directors") consisting of the number of Directors determined in the manner provided by the Bylaws, but which, prior to the Declarant's turnover of control of the Association to Owners other than Declarant, as provided in the Bylaws, shall consist of not less than three (3) Directors, and after the Declarant's turnover of such control as aforesaid, shall consist of not less than three (3) Directors. Directors need not be members of the Association or Owners of Lots in the Project.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Lot Owners when such approval is specifically required and except as provided in the Declaration.
- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws. Notwithstanding the foregoing, until the Turnover Date, the Declarant shall have the exclusive right to elect and remove all of the Directors to the Board of Directors.
- 9.4 Initial Directors. The names of the members of the first board who shall hold office until their successors are elected and have qualified, as provided in the Bylaws are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Harvey H. McClintock	4805 SE Capstan Ave, PO Box 589 Port Salerno, FL 34992
Jonathan McClintock	4805 SE Capstan Ave, PO Box 589 Port Salerno, FL 34992
William J. Bonak	4805 SE Capstan Ave, PO Box 589 Port Salerno, FL 34992
B.J. Bonak	4805 SE Capstan Ave, PO Box 589 Port Salerno, FL 34992

ARTICLE 10

INDEMNIFICATION

- 10.1 **Indemnity.** The Association shall indemnify 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, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or 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, that he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding 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, or 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.
- 10.2 **Expenses.** To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 10.3 **Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article 10.

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- 10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- 10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and insured 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 this Article.
- 10.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11

BYLAWS

The first Bylaws of the Association shall be adopted by the initial Board of Directors and thereafter may be altered, amended, modified or rescinded in the manner provided in the Bylaws and as permitted by law.

ARTICLE 12

AMENDMENTS

12.1 Prior to the Turnover Date, the Declarant may amend these Articles (consistent with the provisions of the Declaration allowing certain amendments to be effected by Declarant alone) without the consent of the Members or of the Board of Directors.

12.2 On or after the Turnover Date, amendments to these Articles shall be proposed and adopted in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Association, which may be either the annual or a special meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of at least seventy-five (75%) percent of the votes of each class of Members.

(d) Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.

(e) If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

12.3 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Bylaws. Prior to the closing of the sale of all Lots within the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment.

12.4 No amendment to these Articles shall be made which discriminates against any Owner(s), or affects less than all of the Owners within the Property, without the written approval of all of the Owners so discriminated against or affected.

12.5 Upon the approval of an amendment to these Articles, the 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 the County.

ARTICLE 13

ADDITIONAL PROVISIONS

13.1 No Officer, Director or Member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration.

13.2 The Association shall not be operated for profit. This corporation is organized under a non-stock basis, no dividend shall be paid, and no part of the income of the Association shall be distributed to its Members, Directors or officers. The Association may pay compensation in a reasonable amount to its Members, Directors or Officers for services rendered, and may confer benefits upon its Members as permitted by law. No such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

13.3 Any assessments of fees collected by the Association, or by any managing entity acting on behalf of the Association, are held for the benefit of Members of the Association and shall not be considered income of the Association.

13.4 Where the context of these Articles permits, the use of plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

13.5 Should any paragraph, sentence, phrase or portion thereof, of any provision of these Articles or of the Bylaws or rules and regulations promulgated thereunder be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts thereof or of the remaining instruments or the application of such provisions to different circumstances.

ARTICLE 14

PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be at, 4805 SE Capstan Ave, PO Box 589, Port Salerno, FL 34992 or such other place as may subsequently be designated by the Board.

ARTICLE 15

CONVEYANCE

The Association shall accept any and all deeds of conveyance delivered to it by the Declarant.

ARTICLE 16

REGISTERED AGENT

The name and address of the initial registered agent for service of process upon the Association shall be:

THE VENTURE GROUP OF JUPITER, INC.
4805 SE Capstan Ave, PO Box 589
Port Salerno, FL 34992

The above address is also the address of the registered office of the Association.

IN WITNESS WHEREOF, the Incorporator has affixed his signature and caused these Articles of Incorporation to be executed as of this 14th day of October, 2007.


Harvey H. McClintock

STATE OF FLORIDA)

COUNTY OF DALMBACH)

SS:

The foregoing instrument was acknowledged before me this 14th day of October, 2007, by Harvey H. McClintock, as Incorporator of THE SANCTUARY AT MANATEE BAY HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.




(SIGNATURE OF NOTARY)

Deborah Martz Lysaght
(Name of Notary, typed, printed or stamped)

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF
PROCESS WITHIN THIS STATE NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted: Desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at City of Port Salerno, Martin County, State of Florida, the corporation named in the said Articles has named THE VENTURE GROUP OF JUPITER, INC. a Florida domestic corporation, qualified to do business in Florida, as its statutory registered agent.

ACKNOWLEDGEMENT

Having been named the statutory registered agent for THE SANCTUARY AT MANATEE BAY HOMEOWNERS ASSOCIATION, INC., and named to accept service of process for said corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and acknowledge that I am familiar with and accept the obligations of my position as registered agent.

THE VENTURE GROUP OF JUPITER, INC.,
a Florida domestic corporation

By:

Print Name: HARVEY H. MacIntosh

Title: Vice President

Dated this 11th day of October, 2007

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

SS:

The foregoing instrument was acknowledged before me this 11th day of October, 2007, by Harvey H. MacIntosh as Vice President of THE VENTURE GROUP OF JUPITER, INC., a Florida domestic corporation, on behalf of the company. He/she is personally known to me or did produce _____ as identification.



(SIGNATURE OF NOTARY)

(Name of Notary, typed, printed or stamped)

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