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**ST. LUCIE LANDS PROPERTY OWNER'S ASSOCIATION, INC.**

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FAX AUDIT # H08000146349

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF**

**ST. LUCIE LANDS PROPERTY OWNER'S ASSOCIATION, INC.  
(A Corporation Not For Profit)**

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Pursuant to the provisions of Section 617.007 of the Florida Business Corporation Act, the undersigned hereby adopts the following Amended and Restated Articles of Incorporation:

A. The name of the corporation is ST. LUCIE LANDS PROPERTY OWNER'S ASSOCIATION, INC. ("Master Association"). The date of filing the original Articles of Incorporation with the Secretary of State was March 31, 2008.

B. The Amended and Restated Articles of Incorporation were duly adopted by the Board of Directors and Members on June 1, 2008. The number of votes cast for the amendment was sufficient for approval.

The Articles of Incorporation are hereby amended and restated in their entirety as follows:

1. **Name of Corporation.** The name of the corporation is ST. LUCIE LANDS PROPERTY OWNER'S ASSOCIATION, INC. ("Master Association").

2. **Principal Office.** The principal office of the Master Association is 450 E. Las Olas Boulevard, Suite 1500, Ft. Lauderdale, FL 33301.

3. **Registered Office -Registered Agent.** The street address of the Registered Office of the Master Association is 515 East Park Avenue, Tallahassee, Florida 32301. The name of the Registered Agent of the Master Association is: CorpDirect Agents, Inc.,

4. **Definitions.** The declaration entitled Master Declaration of Easements, Covenants, and Restrictions for St. Lucie Land Holdings (the "Master Covenants") will be recorded in the Public Records of St. Lucie County, Florida, and shall govern certain operations of the development known as St. Lucie Land Holdings. All initially capitalized terms not defined herein shall have the meanings set forth in the Master Covenants.

5. **Purpose of the Master Association.** The Master Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to the Master Association in the Master Covenants; (c) administer the interests of the Master Association and the Owners; and (d) promote the health, safety and welfare of the Owners.

6. **Not for Profit.** The Master Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

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7. **Powers of the Master Association.** The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Master Covenants. The Association shall also have all of the powers necessary to exercise all of the Association's rights and privileges, to perform all of its duties and obligations and to otherwise implement the purposes of the Association as set forth in the Master Covenants, including, but not limited to, the following:

7.1. All of the powers set forth under Florida Law.

7.2. To perform all the duties and obligations of the Master Association set forth in the Master Covenants and Bylaws, as herein provided.

7.3. To enforce by legal action or otherwise, the provisions of the Master Covenants and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Master Association.

7.4. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Master Covenants, these Articles and Bylaws.

7.5. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Master Association.

7.6. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Master Association except as limited by the Master Covenants.

7.7. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.8. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Master Association property to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Master Covenants.

7.9. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.10. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Master Association, the Common Areas, and Lots as provided in the Master Covenants and to effectuate all of the purposes for which the Master Association is organized.

7.11. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.12. To employ personnel and retain independent contractors to contract for management of the Master Association.

7.13. To contract for services to be provided to, or for the benefit of, the Master Association.

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7.14. To establish committees and delegate certain of its functions to those committees.

7.15. The Master Association shall also have the powers and the obligation to perpetually own, operate, maintain, replace, if necessary, the surface water management system in accordance with the SFWMD Permit (the "Permit"), as described in the Master Covenants, issued by the South Florida Water Management District, and to take all actions necessary to comply with and enforce the conditions of the Permit.

7.16. In addition, the Master Association shall have the power to accept plat dedications, deeds of conveyance or grants of easements, licenses and other use and access rights over lands lying within the St. Lucie Land Holdings Project for the purpose of maintaining, repairing and operating certain roads, canal rights of way, drainage structures, easements, lake parcels and similar community infrastructure and/or municipal improvements benefiting the ownership, development, use and enjoyment of real property lying within the St. Lucie Land Holdings Project.

The foregoing statement of powers shall be construed as a statement both of purpose and of powers, and such purposes and powers shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause or statement, but shall be broadly construed as independent purposes and powers.

8. **Membership.** The Members of the Master Association shall be as follows:

8.1. **Residential Associations.** Each Residential Association shall be a Member of the Master Association.

8.2. **Independent Development Parcel Owner(s).** Any Owner of an Independent Development Parcel, which is not subject to the jurisdiction of a Residential Association, shall be a Member of the Master Association.

8.3. **Declarant.** The Declarant shall be a member of the Master Association so long as the Declarant owns any portion of the Development, including any Unit or other Parcel, or any of the Common Areas.

8.4. **Members' Voting-Rights.** Except as provided in subsection (c), below, on all matters upon which the Members shall be entitled or required to vote, each Member shall have the following number of votes:

1. Each Residential Association Member shall have one (1) vote. A Residential Association Member shall cast its votes in the manner provided by the By-Laws.

2. Each Independent Development Parcel Owner shall have one (1) vote for each Independent Development Parcel owned.

3. The Declarant shall have eight (8) votes for each vote of any other Member, so long as the Declarant is entitled to appoint a majority of the Directors of the Association as hereafter provided, and thereafter the Declarant shall have the lesser of (i) one (1) vote for each Unit and for each Independent Development Parcel owned by the Declarant; or (ii) one (1) vote less than the number of votes required to elect a majority of the Directors; or (iii) or any lesser number of votes permitted under applicable law.

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9. **Meeting of Members.** The By-Laws shall provide for an annual meeting of Members, and may provide for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if a majority of the total votes which may be cast by the Members in good standing shall be represented at the meeting by the respective members, unless otherwise specifically required by law, references herein and in the Master Covenants, By-Laws and other documents administered by or binding on the Master Association shall be deemed to refer to meetings and Votes of Members.

10. **Board of Directors.** The affairs of the Master Association shall be managed by a Board of odd number with not less than three (3) nor more than seven (7) members. The initial number of directors shall be three (3). A majority of the directors in office shall constitute a quorum for the transaction of business. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Alex Muxo	450 East Las Olas Boulevard Suite 1500 Fort Lauderdale, FL 33301
Cris Branden	450 East Las Olas Boulevard Suite 1500 Fort Lauderdale, FL 33301
Robert Henninger	450 East Las Olas Boulevard Suite 1500 Fort Lauderdale, FL 33301

10.1. **Appointment of Directors.** The Directors shall be appointed as follows:

1. The Declarant shall have the right to appoint all of the Directors of the Association until such time as ninety percent (90%) of the Parcels in the Development have been conveyed to Owners other than the Declarant, at which time the Board shall be expanded to five (5) Directors and the Members other than the Declarant shall have the right to elect a majority of the Directors; provided, however, the Declarant shall have the right to appoint all other Directors, so long as the Declarant holds for sale in the ordinary course of business at least one Parcel in the Development.

2. After the Declarant relinquishes control of the Master Association, the Declarant may also exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board.

3. For purposes of this section, the term "Members other than the Declarant" shall not include builders, contractors, or others who purchase a Parcel for the purpose of constructing improvements thereon for resale.

10.2. **Election of Board of Directors.** Unless otherwise provided in these Articles of Incorporation, directors elected by the Members shall be elected at the annual meeting of the Members as provided in the By-Laws. The By-Laws may provide for the method of voting for the election and for the removal from office of directors.

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10.3. Duration of Office. Directors elected by the Members shall hold office until the next succeeding annual meeting of the Members, and thereafter until qualified successors are duly elected and have taken office.

10.4. Vacancies. If a director elected by the Members shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term. However, any director appointed by the Declarant may only be removed by the Declarant, and any vacancy on the Board shall be appointed by the Declarant if, at the time such vacancy is to be filled, the number of remaining Directors appointed by the Declarant is less than the maximum number of directors which may, at that time, be appointed by the Declarant as set forth above.

11. Dissolution. In the event of the dissolution of the Master Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Master Association and to manage the Common Areas, in the place and stead of the Master Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Master Association and its properties. Notwithstanding the foregoing, if the Master Association is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government. In the event the conveyance is not accepted by local government, the surface water management system must be conveyed to a non-profit corporation similar to the dissolved Master Association.

In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with 40C-42.027, F.A.C., and be approved in writing by the South Florida Water Management District prior to such termination, dissolution or liquidation.

12. Duration. Existence of the Master Association shall commence with the filing of the Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Master Association shall exist in perpetuity.

13. Amendments.

13.1. Approval of Amendments. Amendments to these Articles shall be proposed and approved by the Board and thereafter submitted to a meeting of the Members for adoption or rejection by affirmative vote of 75% of the votes of the Members. In the case of such a vote, and notwithstanding anything contained in these Articles or the By-Laws to the contrary, a Residential Association Member must vote against any amendment to these Articles unless it is authorized to vote in favor of such amendment by a vote of seventy-five percent (75%) of the voting interests of all Unit Owners within the Condominium subject to the jurisdiction of such Residential Association Member. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

13.2. Declarant's Right to Amend. Anything to the contrary herein notwithstanding, during the period in which the Declarant is entitled to elect a majority of the Directors of the Association, the Declarant shall have the absolute right to amend these Articles without the consent of the Members of the Board, and no amendment to these Articles shall be made or shall be effective without the written

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consent and joinder of the Declarant, which consent the Declarant may withhold in its sole and exclusive discretion.

13.3. SFWMD. Notwithstanding the foregoing, any amendment proposed to these Articles of Incorporation and/or the By-Laws or the Master Covenants which would affect the Surface Water Management System, including environmental conservation areas, if any, shall be submitted to the SFWMD for review prior to finalization of the amendment. The SFWMD shall determine if the proposed amendment will require a modification of the Surface Water Management Permit and if a modification is necessary, the District shall advise the Association. If a permit modification is necessary, the modification must be approved by the SFWMD prior to the amendment of these Articles of Incorporation, the By-Laws, and/or the Master Covenants.

13.4. Notice. Notice of a proposed amendment shall be included in the notice of the meeting at which such amendment is to be considered and shall otherwise be given in the time and manner provided in Chapter 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.5. Conflicting Provisions. In case of any conflict between these Articles and the By-Laws, these Articles shall control; and in case of any conflict between these Articles and the Master Covenants, the Master Covenants shall control.

14. Limitations.

14.1. Master Covenants Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Master Covenants.

14.2. Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

15. Incorporator. The name and address of the Incorporator of this corporation is:

The name of the Incorporator is Janice Russell and the address of the Incorporator of this corporation is One S.E. 3rd Avenue, 25<sup>th</sup> Floor, Miami, FL 33131-1714.

16. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. One person may hold more than one office, subject to the limitations set forth in the By-Laws. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President: Robert Henninger

Vice President: Alex Muxo

Vice President and Treasurer: Cris Branden

Secretary: Richard Handley

450 E. Las Olas Blvd., 15th Floor, Ft. Lauderdale, FL 33301.

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17. **Indemnification of Officers and Directors.** The Master Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Master Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17.1. **Attorneys' Fees.** To the extent that a director, officer employee or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 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 incurred by him in connection therewith.

17.2. **Expenses.** 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 through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, committee member, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Article.

17.3. **Non-exclusive.** 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 by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

17.4. **Power to Purchase Insurance.** The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Master Association, or is or was serving at the request of the Master 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 incurred by him in any such capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the provisions of this Article.

17.5. **No Amendment.** The provisions of this Section 17 shall not be amended.

18. **Transactions in which Directors or Officers are Interested.** No contract or transaction between the Master Association and one (1) or more of its Directors or Officers or the Declarant, or between the Master Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Master Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.



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IN WITNESS WHEREOF, the President and Secretary have affixed their signatures on behalf of the Master Association this 41 day of June, 2008.

  
Robert Henninger, President

Attest:

  
Richard Handley, Secretary  
[SEAL]