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FLORIDA PROFIT/NON PROFIT CORPORATION

TURTLEMOUND POINTE PROPERTY OWNERS ASSOCIATION, INC.

Certificate of Status	0
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TALLAHASSEE, FLORIDA

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6/26/08

**ARTICLES OF INCORPORATION
OF**

TURTLEMOUND POINTE PROPERTY OWNERS ASSOCIATION, INC.

(A Florida Corporation Not-For-Profit)

APPROVED
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08 JUL 25 AM 9:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not-for-profit, under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit, for the purpose, and with the powers, hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

NAME AND ADDRESS

Name and Address. The name of this corporation is TURTLEMOUND POINTE PROPERTY OWNERS ASSOCIATION, INC. (the "Association"). The mailing address and the street address of the initial principal office of the Association is 505 South Flagler Drive, Suite 1325, West Palm Beach, Florida 33401.

Definitions. The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Turtlemound Pointe, which Declaration, as amended, renewed, or extended from time to time, is hereinafter referred to as the "Declaration".

PURPOSE

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Association, to exercise all the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration which is to be recorded in the Public Records of Brevard County, Florida (the "County"), including, without limitation, the establishment and enforcement of the payment of assessments and other charges contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property.

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

Common Law and Statutory Powers. 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, the Declaration, or the By-Laws of the Association.

Necessary Powers. The Association shall have all of the powers and duties set forth in the Declaration, except as limited by these Articles, and all powers and duties pursuant to the Declaration, including but not limited to, the following:

To operate, maintain and manage the Surface Water or Stormwater Management System located at the Property in a manner consistent with the St. Johns River Water Management District Permit No. 4-009-108477-1 requirements and applicable District rules, and to assist in the enforcement of the provisions of the Declaration relating to such Surface Water or Stormwater Management System.

To levy and collect assessments against Members in order to defray the Association Expenses, including, without limitation, the costs of operating and maintaining the Surface Water or Stormwater Management System.

To use the proceeds of assessments in the exercise of its powers and duties.

To purchase, own, hold, lease, improve, maintain, repair, replace, operate and convey the property of the Association in accordance with the Declaration.

To purchase insurance upon the property of the Association and insurance for the protection of the Association and its Members, in the amounts required by the Declaration.

To dedicate or to transfer all or any part of the Association's property to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by the Board.

To reconstruct the improvements to the Association's property after casualty, and to further improve the Association's properties, as provided in the Declaration.

To make and amend reasonable Rules and Regulations regarding the use of the property of the Association in accordance with the requirements set forth in the By-Laws.

To contract for the management of the Association property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration to have the approval of the Board or the Membership.

To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association's powers and duties.

To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules and Regulations as same may be promulgated, modified, or amended from time to time by the Association.

To pay taxes and assessments which are liens against any part of the Association's property.

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 Lot Owners.

To grant such permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful to the Association.

To enter any Lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of Association Property.

To do such other things as may be necessary in order to perform the duties and to exercise the powers provided for the Association in the Declaration.

MEMBERS

Members. The Members (the "Members") of the Association shall consist of all of the record owners of the Lots in Turtle mound Pointe.

Change of Membership. Subject to the terms and conditions of the Declaration for conveyances, 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 in Turtle mound Pointe, and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner is terminated as of the effective date of such instrument.

Transfer of Membership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of title to its Lot.

Voting. The owner of each Lot shall be entitled to the number of votes assigned to that Lot as set forth in the Declaration. The exact number of votes to be cast by Members and the manner of exercising voting rights, shall be as set forth in the By-Laws; subject, however, to the terms and conditions of the Declaration.

TERM

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State of the State of Florida. The Association shall exist in perpetuity.

INCORPORATORS

The name and address of the Incorporator to these Articles are as follows:

NAME	ADDRESS
Paul B Hanna	505 South Flagler Drive Suite 1325 West Palm Beach, Florida 33401

OFFICERS

Officers. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board.

Election of Officers. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many Vice Presidents as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary.

Officers shall be elected by the Board at the first meeting of the Board following each annual meeting of the Members; provided, however, until the Transfer Date, the

Developer shall have the right to approve all of the officers elected. The following persons shall serve as the initial officers:

President	Paul B Hanna	505 South Flagler Drive Suite 1325 West Palm Beach, Florida 33401
Vice President	Frank E. Navarro	1475 Centrepark Boulevard Suite 100 West Palm Beach, Florida 33401
Secretary and Treasurer	Keith Spina	1401 Forum Way Suite 100 West Palm Beach, Florida 33401

BOARD OF DIRECTORS

Directors. The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) Directors. The composition of the Board, the manner of election to the Board, the term of office and other provisions regarding the Board shall be established by the Declaration and the By-Laws. The number of Directors on the Board until the Transfer Date shall be three (3). Thereafter, the number of Directors shall be five (5). After the Transfer Date, Directors must be Members of the Association, or in the case of Members which are corporations, partnerships, or other entities, the designated representative of such Member shall be eligible to serve as a Director, all as provided in the By-laws.

Term of Directors. After the Transfer Date, members of the Board shall serve for a term of two (2) years; provided, however, that not less than two (2) members of the Board elected on the Transfer Date shall serve for initial terms of one (1) year and the balance of the Board elected on the Transfer Date shall serve for initial terms of two (2) years. Thereafter, the terms of no more than three (3) Board members will end each year. After the Transfer Date, at each annual meeting, Directors shall be elected to take the Board positions of the members of the Board whose terms have expired.

Election of Directors. Directors of the Association shall be elected at the Annual Members' Meeting in the manner determined in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.

Transfer Date. Members other than the Developer shall be entitled to elect at least a majority of the members of the Board of Directors when the earliest of the following events occurs:

(A) when Developer has sold and conveyed all Lots to Members other than Developer; or

(B) when Developer has sold and conveyed some Lots to Members and Developer ceases to offer unsold Lots for sale in the ordinary course of business; or

(C) when the Developer elects to terminate control of the Association; or

(D) eighty-four (84) months from the date the Declaration is recorded in the Public Records of Brevard County, Florida, whichever first occurs.

The Directors named as the first Board, including any replacement members, shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

First Board. The names and addresses of the persons who are to serve as the first Board are as follows:

NAME	ADDRESS
Paul B Hanna	505 South Flagler Drive Suite 1325 West Palm Beach, Florida 33401
Frank E. Navarro	1475 Centrepark Boulevard Suite 100 West Palm Beach, Florida 33401
Kelth Spina	1401 Forum Way Suite 100 West Palm Beach, Florida 33401

INDEMNIFICATION

Every Director, committee member, and officer of the Association (and the Directors, committee members, and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director, committee member, or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director, committee member, or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply

only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as may be in the best interest of the Association. In instances where a Director, committee member, or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director, committee member, or officer may be entitled whether by statute or common law.

BY-LAWS

The By-Laws of the Association may be adopted, amended, altered, or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles or the Declaration, and provided further, that no amendment, alteration, or rescission may be made which adversely affects the rights and privileges of any Institutional Mortgagee, without the prior written consent of the Institutional Mortgagee so affected, and provided further that until the Transfer Date no amendments, alterations or rescissions of the By-Laws shall be effective unless the Developer shall have joined in and consented thereto in writing. Any attempt to amend, alter, or rescind the By-Laws contrary to these prohibitions shall be of no force or effect.

AMENDMENTS

Amendments Prior to Recording. Prior to the recording of the Declaration amongst the Public Records of the County, these Articles may be amended only by an instrument in writing signed by all of the Incorporators to these Articles and filed in the Office of the Secretary of State of the State of Florida.

Amendments After Recording. After the recording of the Declaration amongst the Public Records of the County, these Articles may be amended in the following manner:

Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and

A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted to and approved by the other of said bodies. Approval by the Membership must be by a vote of a majority of the voting interests of the Members present at a meeting of the Members at which a quorum is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present.

Amendment by Reference to Title. No Article shall be revised or amended by reference to its title or number only. Proposals to amend existing Articles shall contain the full text of the Articles to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of Article. See Article ____ for present text." Non-material errors or omissions in the Article amendment process shall not invalidate an otherwise properly promulgated amendment.

Institutional Mortgagees. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the priority of any mortgage held by any Institutional Mortgagee, or the validity of any mortgage held by any such Institutional Mortgagee without the prior written consent therefor by such Institutional Mortgagee.

Developer. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate, to select, or to approve the selection of the Directors as provided in the Declaration and By-Laws, without the prior written consent of the Developer.

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 must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. This paragraph may not be amended or terminated without the prior written consent of the St. Johns River Water Management District.

The City of Melbourne, Florida is not required to take title to or to operate any of the improvements in the Subdivision upon any dissolution of the Association. This paragraph cannot be amended or terminated without the prior written consent of the City of Melbourne, Florida.

JUN. 25. 2008 4:11PM

JONES FOSTER JOHNSTON & STUBBS

NO. 117 P. 10

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IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature,
this 25th day of June, 2008.


Paul B Hanna, Incorporator


STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 25th day of
June, 2008, by Paul B Hanna, who is personally known to me or who
has produced _____ as identification.



Annette Miller Devlin
Commission # DD532580
Expires March 23, 2010
Bonds Trust Insurance Inc. 888-265-7019


Notary Public
Name: Annette Miller Devlin
Commission # DD532580
Expiration date: March 23, 2010

JUN. 25. 2008 4:11PM

JONES FOSTER JOHNSTON & STUBBS

NO. 117 P. 11

H08000159992 3

**CERTIFICATE DESIGNATING A REGISTERED OFFICE AND
A REGISTERED AGENT FOR THE SERVICE OF PROCESS
WITHIN THE STATE OF FLORIDA**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

TURTLEMOUND POINTE PROPERTY OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office at 505 South Flagler Drive, Suite 1325, West Palm Beach, Florida 33401, has named JONES FOSTER SERVICE, LLC, a Florida limited liability company, located at 505 South Flagler Drive, Suite 1100, West Palm Beach, Florida 33401, as its agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT:

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

Jones Foster Service, LLC, a Florida
limited liability company

By: 

Larry B. Alexander, Manager

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APPROVED
AND
FILED
08 JUN 25 AM 9:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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