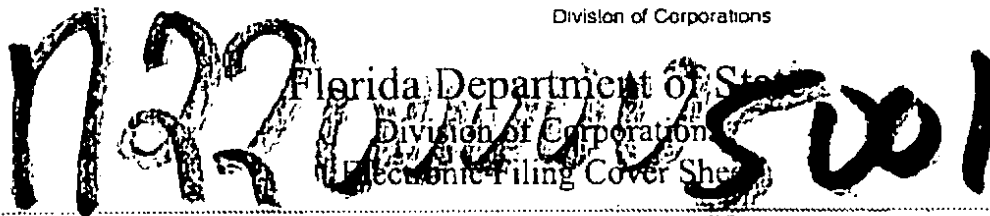


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ARTICLES OF INCORPORATION
OF

THE VUE AT SATELLITE BEACH HOMEOWNERS ASSOCIATION, INC.

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, as amended, and certify as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation shall be THE VUE AT SATELLITE BEACH HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation formed hereby shall be referred to in this instrument as the "Association" and shall have as its initial principal and mailing address, 5055 Babcock St. N.E. Suite 4, Palm Bay, Florida 32905, or such other address as the board of directors may designate at some future time.

ARTICLE II

PURPOSE

2.1 The purpose for which the Association is organized is to promote the recreation, health, safety, and welfare of the residents and owners of the lots (the "Lots") within THE VUE AT SATELLITE BEACH SUBDIVISION (the "Subdivision"), as shown on the plat thereof recorded in the Public Records of Brevard County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article VIII herein.

2.2 The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members and the Association shall make no distributions of income to its members, directors or officers.

2.3 Surface water or stormwater management system means a system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, or use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

2.4 The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water shortage, conveyance or other surface water or stormwater management capabilities as permitted. The Association shall be responsible for such maintenance, operation and repair. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the applicable governmental agency.

ARTICLE III

POWERS

3.1 The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Declaration of Covenants and Restrictions to be recorded in the Public Records of Brevard County, Florida, as it may be amended from time to time (the "Declaration"), and all of the powers and duties reasonably necessary to operate and maintain the Subdivision, including but not limited to those set forth below.

3.3 The Association shall have the power to fix and levy assessments against the Lots, which assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision, and in particular for the improvement, repair and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Property (as defined in the Declaration) and of the homes situated upon the Lots, including, but not limited to:

- a. Payment of operating expenses of the Association;
- b. Maintenance, repair and replacement of security lighting, street lighting, landscaping, roadways, and all improvements on the Common Property.
- c. Doing any other thing necessary or desirable, in the judgment of the Association, to keep the Subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the owners or occupants of lands included in the Subdivision;

- d. Repayment of funds and interest thereon, borrowed by the Association.
- e. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system, including, but not limited to, the amounts payable to the Montecito Community Development District under that certain Utility Development and Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded at Official Records Book 7450, Page 2195.
- f. The assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.
- g. Maintain comprehensive general liability insurance coverage covering all of the Common Property as defined in the Declaration. Coverage limits shall be at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of person in connection with the operation, maintenance or use of the Common Property and legal liability arising out of lawsuits or related to employment contracts of the Association, if available at a reasonable cost. Such policies shall provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage on any Lot. In addition, the Association shall obtain and maintain for the benefit of the officers and directors of the Association a policy or policies of insurance insuring the Association, its officers and directors against liability resulting from the errors and/or omissions of the officers and/or directors in the amount of no less than \$1,000,000.00. Said policy shall also contain an extended reporting period endorsement (a tail) for a two (2) year period. The comprehensive general liability insurance coverage shall name the officers and directors of the Association as insureds.
- h. The Association shall obtain, maintain, and pay the premiums upon, as a common expense, property insurance covering all of the Common Property, (except land, foundation and excavation

costs) including fixtures and other common personal property belonging to the Association.

- i. If any Common Property is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon, as a common expense, a policy of flood insurance on the buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Association.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by this Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person.

ARTICLE V

VOTING RIGHTS

Except as may otherwise be provided in the Declaration or the Bylaws, each owner of a Lot shall be entitled to one vote for each Lot owned in the Subdivision. The Declarant (as defined in the Declaration) shall exercise total control of the Association until the Declarant transfers control of the Association to Lot owners other than the Declarant which shall be the earlier of three (3) months after ninety (90%) percent of the Lots have been conveyed to owners by the Declarant or five (5) years from the date of the closing of the first sale of a Lot to a third party, whichever occurs first.

ARTICLE VI

DIRECTORS

6.1 The affairs of the Association shall be managed by a board of directors consisting of no less than three (3) directors. The initial board of directors shall consist of three (3) directors who shall hold office until the election of their successors as specified in the By-Laws.

6.2 The names and addresses of the members of the first board of directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Rebecca Winemiller	6140 Dovecote Lane Memphis, TN 38102
Don Facciobene	5055 Babcock St. N.E. Suite 4 Palm Bay, Florida 32905
Adam Facciobene	5055 Babcock St. N.E. Suite 4 Palm Bay, Florida 32905

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers as designated in the By-Laws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

Adam Facciobene President/Treasurer	5055 Babcock St. N.E. Suite 4 Palm Bay, Florida 32905
Rebecca Winemiller Vice President/Secretary	6140 Dovecote Lane Memphis, TN 38102

ARTICLE VIII

ADDITION TO PROPERTIES AND MEMBERSHIP

Additions to the properties comprising the Subdivision as described in Article II may be made only in accordance with the provisions of the Declaration and applicable law. Such additions, when properly made, shall extend the jurisdiction, functions, duties and membership of the Association to such properties. Where the applicable covenants require that certain additions are approved by the Association, such approval must have the assent of a majority of the votes of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

ARTICLE IX

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified, held harmless and defended by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or Officer of the Association, whether or not he 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 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, indemnification herein shall only apply if the board of directors approves such settlement and reimbursement as being in the best interest of the Association. The policy shall contain an Extended Reporting Period Endorsement (a tail for a two (2) year period). The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. The intent of this indemnification is to afford protection to the directors and officers of the Association to the maximum extent allowed by law. The approval of eighty (80%) percent of the board of directors and eighty (80%) percent of the owners of Lots in the Subdivision shall be required to amend this article.

ARTICLE X

BY-LAWS

The first By-Laws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XI

AMENDMENTS

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

11.1 Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

11.2 A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by a majority of the members of the Association. Except for Article IX, a resolution adopting a proposed amendment must bear the approval of not less than a majority of the board of directors and not less than a majority of the members of the Association.

11.3 In the alternative, an amendment may be made by an agreement signed and acknowledged by all members of the Association.

11.4 No amendment shall make any changes in or be effective to impair or dilute any rights of members that are governed by the recorded covenants and restrictions applicable to The Properties as, for example, qualification for membership and voting rights of members, which are part of the property interests created thereby.

11.5 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Brevard County, Florida.

11.6 Any amendment to these Articles or to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

ARTICLE XII

DURATION

12.1 Existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Department of State, Division of Corporations. The Association shall exist in perpetuity. 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 62-330, F.A.C. and be approved the St Johns River Water Management District prior to such termination, dissolution or liquidation.

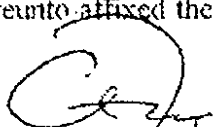
ARTICLE XIII

INCORPORATORS

The names and addresses of each incorporator of these Articles are as follows:

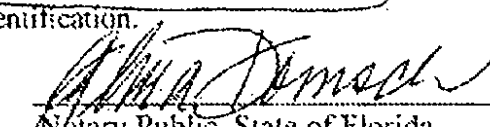
Adam L. Facciobene
5055 Babcock Street NE, Unit 4
Palm Bay, Florida 32905

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on the 17th day of May, 2022.


Adam L. Facciobene

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

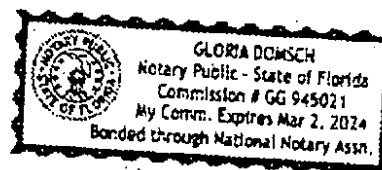
The foregoing instrument was acknowledged before me by means of [] physical presence or [] by remote online notarization this 17th day of May, 2022, by Adam L. Facciobene, the Incorporator of THE VUE AT SATELLITE BEACH HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of said corporation. He is personally known to me or has produced _____ as identification.


Notary Public, State of Florida

Printed Name: Gloria Domsch

My Commission Expires: 3/2/2024

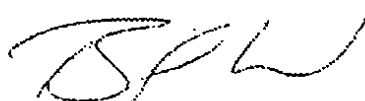
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CERTIFICATE OF REGISTERED AGENT

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act.

THE VUE AT SATELLITE BEACH HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, in the City of Palm Bay, County of Brevard, State of Florida, has named BRADLEY F. WHITE, ESQ., WHITEBIRD, PLLC. 2101 Waverly Place, Ste 100, Melbourne, FL 32901, as its agent to accept service of process for the above-stated corporation, at the place designated in this certificate, and he hereby accepts to act in this capacity and agrees to comply with the provisions of said Act relative to keeping open said office.



BRADLEY F. WHITE, ESQ.