

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VENTANA OWNERS ASSOCIATION, INC., a Florida corporation, filed on April 26, 1994, as shown by the records of this office.

The document number of this corporation is N94000002129.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-ninth day of April, 1994



CR2EO22 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
VENTANA OWNERS ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
OF
VENTANA OWNERS ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
OF
VENTANA OWNERS ASSOCIATION, INC.

In compliance with the provisions of Chapter 617, Florida Statutes, the undersigned, for the purpose of forming a corporation not-for-profit does hereby make, subscribe, acknowledge and file in the Office of the Secretary of State of the State of Florida as the ARTICLES OF INCORPORATION OF VENTANA OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, the following, to wit:

ARTICLE I

DEFINITIONS

The definitions of terms set forth in the DECLARATION of VENTANA are hereby specifically incorporated into these ARTICLES OF INCORPORATION by reference thereto as if they were fully set forth herein verbatim and at length, and such defined terms shall have the same meanings in the context of the ARTICLES OF INCORPORATION as is ascribed to them in the context of the DECLARATION.

ARTICLE II

NAME OF ASSOCIATION

The name of the ASSOCIATION shall be:

VENTANA OWNERS ASSOCIATION, INC.

ARTICLE III

OBJECTS AND PURPOSES

The ASSOCIATION has been created and established for the objects and purposes of and shall have exclusive jurisdiction over and the sole responsibility for the ownership, administration, management, operation, regulation, care maintenance, repair restoration, replacement, preservation and protection of the COMMON PROPERTY; the establishment, levy, imposition, enforcement, and collection of all ASSESSMENTS for which provision is made in the DECLARATION; the payment of all COMMON EXPENSES as defined in the DECLARATION; and the promotion and advancement of the health, safety and general welfare of the members of the ASSOCIATION; all as more particularly provided in the DECLARATION and in these ARTICLES, the BY-LAWS and the RULES AND REGULATIONS of the ASSOCIATION, and all having to do with and being related to VENTANA.

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ARTICLE IV

DUTIES AND POWERS

- 4.1 Duties and Powers, Generally. Except as may be limited by these ARTICLES, the ASSOCIATION shall have all duties, powers, rights and privileges as are, respectively imposed and conferred upon, corporations not-for-profit pursuant to the provisions of Chapter 617 Florida Statutes, and shall also have such duties and powers as are, respectively, imposed and conferred upon it pursuant to the DECLARATION, including, without limitation, such duties and powers as may be reasonably implied from, necessary for and incidental to the accomplishment of the objects and purposes for which the ASSOCIATION has been created and established.
- 4.2 Duties of the ASSOCIATION. The ASSOCIATION, acting by and through its BOARD, shall, in addition to those general and specific duties, responsibilities and obligations imposed upon it by law and those specified in the DECLARATION and the BY-LAWS, have the following specific duties, responsibilities and obligations, to wit:
- 4.2.1 Ownership and Management of COMMON PROPERTY. To own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve and protect all COMMON PROPERTY, whether real, personal or mixed including, without limitation, all COMMON STREETS AND ROADS, the SURFACE WATER MANAGEMENT SYSTEM and all walkways, signs, landscaping, landscape irrigation systems, street lighting systems, central security systems (including guard gates and guard houses), central cable television systems (if any), and all other common improvements, recreation facilities, and other facilities and appurtenances; subject, at all times, however, to the terms and provisions of any document or instrument pursuant to which the ASSOCIATION shall initially acquire title to and use any COMMON PROPERTY from DEVELOPER.
- 4.2.2 Payment of COMMON EXPENSES. To pay all COMMON EXPENSES associated with the ownership, administration, management, operation, regulation, care, maintenance, repair, replacement, restoration, preservation and protection of the COMMON PROPERTY, including, without limitation, the COMMON STREETS AND ROADS, and the SURFACE WATER MANAGEMENT SYSTEM, any recreational facilities, the management and administration of the business and affairs of the ASSOCIATION and all other COMMON EXPENSES for which provision is made in the DECLARATION.
- 4.2.3 Levy and Collection of ASSESSMENTS. To establish, make, levy, impose, enforce and collect all ASSESSMENTS for which provision is made in the DECLARATION or which shall otherwise be necessary to provide and assure the availability of such funds as may be reasonably necessary to pay all COMMON EXPENSES or otherwise conduct the business and affairs of the ASSOCIATION, including, without limitation, such funds as may be necessary to own, manage, administer, operate, care for, maintain, improve, repair, replace, restore, preserve and protect the COMMON STREETS AND ROADS, the SURFACE WATER MANAGEMENT SYSTEM, and all other COMMON PROPERTY.
- 4.2.4 Security Services. To protect the exclusivity of and provide internal protection and security services for and within VENTANA.
- 4.2.5 Recreational Services. To provide and perform such services as deemed necessary by the BOARD for the supervision, maintenance, operation, and staff requirements for the recreational facilities.

- 4.2.6 Other Services. To provide and perform such other services and tasks, the responsibility for which has been expressly or impliedly delegated to the ASSOCIATION pursuant to the DECLARATION.
- 4.2.7 Insurance. To provide adequate insurance protection on and for the COMMON PROPERTY and, consistent with their respective duties, responsibilities and liabilities, provide adequate insurance protection on and for the ASSOCIATION itself and on and for its members, officers and directors, as well as for the members of the ARCHITECTURAL REVIEW BOARD established pursuant to the DECLARATION.
- 4.2.8 Preserve and Enhance Beauty of VENTANA. To preserve, protect, maintain and enhance the appearance and natural beauty of the COMMON PROPERTY and the VENTANA community generally.
- 4.2.9 Promotion of Health, Safety, and Welfare. To advance, promote, enhance and protect the health, safety and general welfare of the members of the ASSOCIATION, the residents of VENTANA and the VENTANA community generally; provided, however, that the ASSOCIATION shall be and hereby is specifically prohibited from engaging in any political activity or any other activity whereby its status as a corporation not-for-profit or its exemption from Federal or state income taxation, if any, shall be forfeited or jeopardized.
- 4.2.10 Enforcement of DECLARATION. To assure compliance with and adherence to and otherwise to enforce the provisions of the DECLARATION.
- 4.2.11 Establish and Enforce RULES AND REGULATIONS. To make, establish, promulgate, and publish, and to enforce such RULES AND REGULATIONS for the protection and governing the use of the COMMON PROPERTY as the BOARD of the ASSOCIATION deems to be in the best interest of the ASSOCIATION and its members.
- 4.2.12 Other Activities. To engage in any and all other activities permitted to be engaged in by a corporation not-for-profit under the laws of the State of Florida as may be necessary or appropriate for the achievement of the objects and purposes for which the ASSOCIATION has been created, formed, and established.
- 4.2.13 Operate Without Profit. To operate without profit for the sole and exclusive benefit of its members and the VENTANA community generally.
- 4.3 Powers of ASSOCIATION. The ASSOCIATION, acting by and through its BOARD, shall, in addition to those general and specific powers conferred upon it by law and those powers specified in the DECLARATION and the BY-LAWS, have the following specific powers, to wit:
- 4.3.1 Own and Deal With COMMON PROPERTY. Except as may be limited by the terms of the DECLARATION, these ARTICLES and the BY-LAWS of the ASSOCIATION, to acquire, own, hold, control, administer, manage, operate, care for, maintain, repair, replace, restore, preserve, protect, buy, sell, lease, transfer, convey, encumber, or otherwise deal in or with real or personal property (or any interest therein, including easements) which is, or upon its acquisition by the ASSOCIATION shall thereupon become, COMMON PROPERTY as defined in these ARTICLES and in the DECLARATION.
- 4.3.2 Grant and Modify Easements. To grant and modify easements and to dedicate property owned by, or easements of, the ASSOCIATION to any governmental agency or quasi-public agency, authority, or utility company for public utilities, drainage, cable television, or telephone purposes.

- 4.3.3 Levy and Collect ASSESSMENTS. To establish, make, levy, impose, enforce and collect all ASSESSMENTS and impose, foreclose and otherwise enforce all liens for ASSESSMENTS for which provision is made in the DECLARATION in accordance with the terms and provisions of the DECLARATION, these ARTICLES and the BY-LAWS of the ASSOCIATION.
- 4.3.4 Establish Reserves. To create, establish, maintain and administer such capital expenditure and other reserve funds or accounts as shall, in the discretion of the BOARD, be reasonably necessary to provide and assure the availability of the funds necessary for the care, maintenance, repair, replacement, restoration, preservation and protection of all COMMON STREETS AND ROADS, the SURFACE WATER MANAGEMENT SYSTEM and all other COMMON PROPERTY and for such other purposes as its BOARD, in its reasonable discretion, shall deem necessary or appropriate.
- 4.3.5 Sue and Be Sued. To sue and be sued and to defend any suit.
- 4.3.6 Borrow Money. Subject to the limitations specified in Section 4.4 of these ARTICLES, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the ASSOCIATION pursuant to the DECLARATION and these ARTICLES.
- 4.3.7 Employ and Contract. To employ such PERSONS or to contract with such independent contractors or managing agents as shall be reasonably required in order for the ASSOCIATION to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the DECLARATION and these ARTICLES; provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable:
- (i) for cause at any time on not more than sixty (60) days written notice by the ASSOCIATION; and
 - (ii) without cause at any time after one (1) year on not more than sixty (60) days written notice by either party; and, provided further, that any such contracts shall otherwise be subject to the provisions of Section 4.4 of these ARTICLES.
- 4.3.8 Provide Insurance. To provide and contract for such insurance protection on and for the ASSOCIATION and the COMMON PROPERTY and, consistent with their respective duties, responsibilities and liabilities on and for the members, officers and directors of the ASSOCIATION as well as on and for the members of the ARCHITECTURAL REVIEW BOARD established pursuant to the DECLARATION.
- 4.3.9 Provide Security Services. To provide such equipment, facilities and personnel, or to contract with an independent contractor therefore, as may be reasonably necessary to provide internal protection, security services for and within VENTANA.

- 4.3.10 Provide Public or Quasi-Public Services. To itself provide equipment, facilities and personnel for, or to contract with an independent contractor or independent contractors, for such public or quasi-public services as may be deemed by the ASSOCIATION to be reasonably necessary or desirable for the common health, safety and general welfare of the residents of VENTANA and the VENTANA community generally, including, without limitation, internal security and protection services, garbage and trash pickup and disposal services, cable television services, street-lighting services, irrigation services, water and sewer services, grounds maintenance services, and social director services.
- 4.3.11 Enforce DECLARATION. To take such steps as may be necessary to enforce the provisions of the DECLARATION, including, without limitation the employment of counsel and the institution and prosecution of litigation to enforce the provisions of the DECLARATION, including, without limitation, such litigation as may be necessary to collect assessments and foreclose liens for which provisions are made in the DECLARATION.
- 4.3.12 Establish and Enforce RULES AND REGULATIONS. To make, establish, promulgate and publish, and to enforce such RULES AND REGULATIONS for the protection and governing the use of the COMMON PROPERTY as the BOARD deems to be in the best interest of the ASSOCIATION and its members.
- 4.3.13 Other Activities. To engage in any and all other activities permitted to be engaged in by a corporation not-for-profit under the laws of the State of Florida as may be necessary or appropriate for the achievement of the objects and purposes for which the ASSOCIATION has been created, formed and established.
- 4.4 Limitation on Powers. In addition to such other restrictions or limitations on the powers of the ASSOCIATION as may be imposed by law, elsewhere in these ARTICLES, in the BY-LAWS of the ASSOCIATION or in the DECLARATION, and without limiting the generality of any thereof, the ASSOCIATION shall be prohibited from taking any of the following actions without the prior approval of a majority of the total voting power of the ASSOCIATION, to wit:
- 4.4.1 Contracts for a Term in Excess of One Year. The entry into any employment contracts or other contracts for the delivery of services or materials to the ASSOCIATION having a term in excess of one (1) year, except in the case of prepaid insurance, casualty or liability contracts or policies for not more than three (3) years duration; provided that the applicable contract or policy provides for and permits short rate cancellation by the insured.
- 4.4.2 Pledge of ASSESSMENT Rights. The borrowing of any funds secured by a pledge, assignment or encumbrance of the right and duty of the ASSOCIATION to exercise its power to establish, make, levy, impose, enforce and collect any ASSESSMENTS for which provision is made in the DECLARATION whereby as a result of such pledge, assignment or encumbrance such right and power of assessment may be exercised by a party other than the ASSOCIATION or whereby the ASSOCIATION shall become obligated to establish, levy, enforce and collect any ASSESSMENT or ASSESSMENTS in a particular amount or within a particular time so as to effectively divest from the ASSOCIATION and its BOARD the right, duty and discretion to establish, make, levy, impose, enforce and collect ASSESSMENTS in such amounts and within such time periods as the BOARD of the ASSOCIATION, in its discretion, shall deem to be necessary and reasonable.

It is expressly provided, however, that the foregoing limitation and restriction upon the pledge, assignment or encumbrance of assessment rights herein contained shall not preclude the ASSOCIATION from pledging or making an assignment of or otherwise encumbering the proceeds of any ASSESSMENT which is then payable to or which will thereafter, in the ordinary course of the ASSOCIATION's business, become payable to the ASSOCIATION; provided that any such assignment, pledge or encumbrance, though then presently effective, shall allow and permit any such ASSESSMENTS to continue to be paid to and used by the ASSOCIATION as set forth in the DECLARATION unless and until the ASSOCIATION shall default on the repayment of the debt which is secured by such pledge, assignment or encumbrance.

- 4.4.3 Capital Expenditures in Excess of Fifteen Percent (15%) of COMMON EXPENSES. The expenditure in any single calendar year of an amount for capital acquisitions or capital improvements to the COMMON PROPERTY in excess of fifteen percent (15%) of the estimated total of COMMON EXPENSES for the calendar year, except such capital improvements as may be paid for by application of funds in a reserve account specifically established for that purpose.
- 4.4.4 Sale or Transfer of Real Property. The sale, transfer or other disposition, whether or not for consideration, of any real property owned by the ASSOCIATION as COMMON PROPERTY provided, however, in no event shall the ASSOCIATION be entitled or empowered to sell, convey or transfer and real property constituting COMMON PROPERTY transferred and conveyed by the DEVELOPER to the ASSOCIATION pursuant to the provisions of Section 8.1 of the DECLARATION without first receiving the prior written consent of the DEVELOPER.
- 4.4.5 Payment of Compensation to Officers or Directors. The payment to the elected directors or to officers of the ASSOCIATION for services performed in the conduct of their duties as such director or officer of the ASSOCIATION; provided, however, that nothing herein contained shall preclude the ASSOCIATION from reimbursing any such elected director or officer for reasonable expenses actually incurred and paid by any such elected director or officer in the conduct of the business and affairs of the ASSOCIATION; and provided, further, that nothing herein contained shall preclude the employment by the ASSOCIATION and payment of compensation to a manager, executive director, or management corporation of the ASSOCIATION who shall not be an elected director or officer of the ASSOCIATION.

ARTICLE V

MEMBERSHIP

- 5.1 Membership. Every OWNER shall automatically and mandatorily be a member of the ASSOCIATION upon becoming an OWNER. Additionally, the DEVELOPER shall automatically and mandatorily be a member of the ASSOCIATION. The DEVELOPER's membership shall not require approval of the ASSOCIATION. Membership may not be refused, waived or surrendered, but a member's voting rights and use and enjoyment of the COMMON PROPERTY may be regulated or suspended as provided in the DECLARATION, these ARTICLES, the BY-LAWS and the RULES AND REGULATIONS of the ASSOCIATION.

- 5.2 Transfer of Membership. Membership in the ASSOCIATION shall be appurtenant to and may not be separated from the ownership interest of an OWNER in the LOT, piece, parcel or tract of land within the SUBJECT PROPERTY owned by such OWNER. The membership of an OWNER in the ASSOCIATION shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred and assigned to a transferee upon the transfer of the ownership interest required for membership in the ASSOCIATION. The ASSOCIATION shall have the right to record any such automatic transfer upon the books and records of the ASSOCIATION without any further action or consent by the transferring OWNER or any transferee OWNER. Any attempt to make a prohibited transfer of membership, however, shall be void and of no force and effect and will not be reflected upon the books and records of the ASSOCIATION.
- 5.3 Members' Rights. The rights of every member of the ASSOCIATION shall be subject to and governed by the terms and provisions not only of the DECLARATION and these ARTICLES, but, in addition, shall at all times be subject to the terms and provisions of the BY-LAWS and RULES AND REGULATIONS of the ASSOCIATION.

ARTICLE VI

VOTING RIGHTS

- 6.1 Vesting of Voting Rights. An OWNER's right to vote shall vest immediately upon such OWNER's qualification for membership as provided in these ARTICLES, the BY-LAWS and the DECLARATION. All voting rights of a member shall be exercised in accordance with and subject to the restrictions and limitations provided in the DECLARATION, these ARTICLES, the BY-LAWS and the RULES AND REGULATIONS of the ASSOCIATION.
- 6.2 Membership; Number of Votes. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each LOT. Provided, however, that in the event that two (2) or more contiguous LOTS or one LOT and a portion of another LOT are owned in common by the same OWNER and combined, developed, and improved by such OWNER as a single unified residential homesite, the OWNER of any such combination of LOTS shall only be entitled to one vote for each such combination of LOTS so owned, upon acceptance by the ASSOCIATION as one LOT and one ASSESSMENT, as set forth in Section 9.8.2.A and B of the DECLARATION.

The OWNER shall be eligible for one vote and no fraction thereof. During such time as ASSESSMENTS are paid for more than one LOT and prior to the acceptance of the ASSOCIATION of the combination of whole or fractional LOTS into single LOTS, the voting rights shall be divided in that same direct proportion as the ASSESSMENTS are made relative to the ownership proportion.

When more than one PERSON or entity holds the ownership interest required for membership in the ASSOCIATION, each such PERSON or entity shall be a member, but the single vote of such members with respect to the LOT owned by them shall be exercised as they, among themselves, determine. However, in no event shall more than one vote be cast with respect to any LOT which is owned by more than one PERSON or entity. The ASSOCIATION may, but shall not be obligated to, recognize the vote or written assent of particular co-owner who or which is designated by all co-owners entitled to cast the vote attributable to the LOT owned by such co-owners, provided that such written designation shall be delivered to the ASSOCIATION not less than twenty-four (24) hours prior to the taking of the particular vote in question.

ARTICLE VII

BOARD OF DIRECTORS

- 7.1 Purpose. The property, business, and affairs of the ASSOCIATION shall be managed and governed by a BOARD OF DIRECTORS of the ASSOCIATION.
- 7.2 Number. The number of directors on the BOARD OF DIRECTORS from time to time shall never be less than three (3) nor more than nine (9), but shall always be an odd number. The number of directors shall be determined from time to time by the BOARD and may be increased or decreased by the BOARD from time to time, but shall never be less than three (3).
- 7.3 Qualification. Except for the initial directors designated in Section 7.6 of these ARTICLES and any directors thereafter from time to time appointed or elected by the DEVELOPER, all directors of the ASSOCIATION must be members of the ASSOCIATION in good standing.
- 7.4 Term of Office. The directors shall serve for a period of one year ending on the date of the annual meeting, or until such director's resignation or removal, pursuant to the DECLARATION, these ARTICLES, and the BY-LAWS.
- 7.5 Election of Directors. Subject to the terms and provisions of Sections 7.7 and 7.8 of these ARTICLES, the directors of the ASSOCIATION shall be elected by majority vote of the members of the ASSOCIATION in accordance with these ARTICLES and the BY-LAWS of the ASSOCIATION at the regular annual meeting of the members of the ASSOCIATION or at a special meeting of the members of the ASSOCIATION duly called for such purpose.
- 7.6 Initial Board of Directors. The Board of Directors shall initially consist of three (3) directors. The names and address of the members of the initial BOARD who shall hold office and serve until their successors are elected or appointed or until they are removed in accordance with these ARTICLES and the BY-LAWS of the ASSOCIATION are as follows:

<u>NAME</u>	<u>ADDRESS</u>
TIMOTHY F. MCWILLIAMS	492 E. EAU GALLIE BLVD. INDIAN HARBOUR BEACH, FL 32937
JOSEPH DIPRIMA	1199 SOUTH PATRICK DRIVE SATELLITE BEACH FL, 32937
ROSEANN DIPRIMA-MCWILLIAMS	1199 SOUTH PATRICK DRIVE SATELLITE BEACH, FL 32937

- 7.7 Directors Appointed by the DEVELOPER. The DEVELOPER shall have the right to appoint a majority of the Directors until the DEVELOPER has conveyed at least eighty-five percent (85%) of the planned LOTS within VENTANA or until ten (10) years after the DECLARATION is recorded in the Public Records of the COUNTY, whichever occurs first, and thereafter shall have the right to appoint one Director so long as the DEVELOPER owns any LOT. The DEVELOPER may waive its right to elect one or more Directors by written notice to the ASSOCIATION and, thereafter, such Directors shall be elected by the members. When the DEVELOPER no longer owns any LOT within VENTANA, all of the Directors shall be elected by the members in the manner provided in the BY-LAWS.

- 7.8 Directors Elected by the Members. The members shall have the right to elect one member to the BOARD when the DEVELOPER has conveyed fifty percent (50%) of the planned LOTS within VENTANA. The Director shall be elected by the members in the manner as provided in the BY-LAWS.
- 7.9 Duties and Powers. All of the duties and powers of the ASSOCIATION existing under and pursuant to Chapter 617 Florida Statutes, the DECLARATION, these ARTICLES and the BY-LAWS shall be exercised exclusively by the BOARD, subject to approval by the members of the ASSOCIATION only when specifically required.
- 7.10 Removal. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided for by the BY-LAWS. However, any Director appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD shall be appointed by the DEVELOPER, if, at the time such vacancy is to be filled, the DEVELOPER is entitled to appoint the Directors.
- 7.11 Federal Income Tax Election. The BOARD of the ASSOCIATION shall have the power and the authority to cause the ASSOCIATION to make the annual election with respect to the ASSOCIATION's federal income tax treatment under Section 528 of the Internal Revenue Code of 1954, as amended from time to time.

ARTICLE VIII

OFFICERS

- 8.1 Officers, Generally. The affairs of the ASSOCIATION shall be administered by a President, Vice President, Secretary, Assistant Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The offices of the Vice President, Secretary and Treasurer or any other offices may be combined from time to time by the BOARD in its discretion, except that the office of President shall not be combined with any other office.
- 8.2 Election. Except as hereinafter provided with respect to the initial officers of the ASSOCIATION, the officers of the ASSOCIATION shall be elected by the directors of the ASSOCIATION from among themselves at a meeting of the directors held immediately following the termination of the annual meeting of the members at which the directors are elected.
- 8.3 Term. All officers of the ASSOCIATION shall hold office for a term of one (1) year or until their successors are elected, but may be removed from office by the BOARD, with or without cause, at any time.
- 8.4 Duties of Officers. The duties of the officers shall be as set forth in the BY-LAWS of the ASSOCIATION.
- 8.5 Initial Officers. The names, titles and addresses of the initial officers of the ASSOCIATION who shall hold office and serve until their successors elected are as follows:

<u>OFFICE</u>	<u>NAME/ADDRESS</u>
PRESIDENT	TIMOTHY F. MCWILLIAMS 492 E. EAU GALLIE BLVD, INDIAN HARBOUR BEACH, FL 32937
VICE PRESIDENT/TRESURER	JOSEPH DIPRIMA 1199 SOUTH PATRICK DRIVE SATELLITE BEACH, FL 32937
SECRETARY	ROSEANN DIPRIMA-MCWILLIAMS 1199 SOUTH PATRICK DRIVE SATELLITE BEACH, FL 329347

- 8.6 Vacancy Before First Meeting. In the event of a vacancy in any office of the ASSOCIATION prior to the first annual meeting of the members of the ASSOCIATION, such vacancy shall be filled by an individual appointed by the DEVELOPER.

ARTICLE IX

TRANSACTIONS IN WHICH OFFICERS OR DIRECTORS ARE INTERESTED

- 9.1 Contracts Valid. All contracts or transactions between the ASSOCIATION and any other individual, corporation, partnership, association, or other organization or entity in which one or more of the officers or directors of the ASSOCIATION are officers or directors, or has a direct or indirect financial interest, including the DEVELOPER and any affiliate of the DEVELOPER, shall be as valid as if the same were engaged in or entered into by or with a disinterested party. No such contract or transaction shall be invalid, void, or voidable solely for this reason, or solely because the officer or director is present at or participates in the meeting of the BOARD which authorized the contract or transaction, or solely because the vote of said officer or director is counted for such purpose. No officer or director of the ASSOCIATION shall incur liability by reason of the fact that said officer or director may be interested in any such contract or transaction.
- 9.2 Interested Directors Counted in Quorum. Interested directors may be counted in determining the presence of a quorum at any meeting of the BOARD at which a contract or transaction in which such director may be interested is authorized.
- 9.3 Duty to Disclose. Notwithstanding the foregoing, any officer or director of the ASSOCIATION shall have a duty to disclose to the BOARD of the ASSOCIATION that such officer or director is also an officer or director of or otherwise has a financial interest, direct or indirect, in any individual or business organization or entity with which the ASSOCIATION proposes to contract or otherwise transact business. Such disclosure shall be reflected in the minutes of the meeting at which any vote is taken on a proposed contract or business transaction with any individual or business organization or entity in which an officer or director of the ASSOCIATION has any interest.

ARTICLE X

INDEMNIFICATION AND RELEASE OF OFFICERS AND DIRECTORS

- 10.1 Indemnification. Every officer and every director of the ASSOCIATION shall be indemnified by the ASSOCIATION against all expenses and liabilities, including reasonable attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or a director of the ASSOCIATION, or in connection with or on account of any settlement thereof, whether or not he is an officer or a director of the ASSOCIATION at the time that such expenses and liabilities are incurred, except in such cases wherein any such officer or director is judged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that any claim for reimbursement or indemnification hereunder may be settled with the approval of the BOARD in the best interest of the ASSOCIATION.
- 10.2 Right of Indemnification Cumulative, Not Exclusive. The right of Indemnification provided by this Article X shall be in addition to and not exclusive of and shall not be deemed to limit, in any way, the powers of the ASSOCIATION to indemnify any officer or director and the right of any officer or director to be indemnified by the ASSOCIATION by or under the common law or statutory laws or the State of Florida, the DECLARATION, the BY-LAWS or otherwise.
- 10.3 Release of Officers and Directors. The resignation or expiration of the term of office of, or the removal or replacement of, a director who has been elected or designated by the DEVELOPER, including those directors initially designated in these ARTICLES, and the resignation or expiration of the term of office of or the removal or replacement of an officer of the ASSOCIATION who has been appointed by the initial BOARD, including those officers initially designated in these ARTICLES, shall remise, release, acquit, satisfy and forever discharge such director or officer of and from all manner of action and actions, cause and causes of actions, suits, debts, covenants, contracts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the ASSOCIATION or any of its members, other than DEVELOPER, had, now have, or which any heir, personal representative, successor or assign of the ASSOCIATION or its members, other than DEVELOPER hereafter can, shall or may have against any such director or officer of the ASSOCIATION for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such director's or officer's resignation, removal or replacement or the expiration of such director's or officer's term of office.

ARTICLE XI

BY-LAWS

The initial BY-LAWS of the ASSOCIATION shall be adopted by the BOARD and may be altered, amended or rescinded in the manner provided by the BY-LAWS. No amendment to the BY-LAWS shall change the rights and privileges of the DEVELOPER without its approval. In the event of any conflict between the provisions of these of ARTICLES and the provisions of the BY-LAWS, the provisions of these ARTICLES will control.

ARTICLE XII

AMENDMENTS

12.1 Amendments, Generally. These ARTICLES may only be changed, amended, modified or rescinded in the following manner:

12.1.1 Resolution of Board of Directors. The BOARD shall initially propose any amendments to these ARTICLES. Any such proposal shall be by resolution duly adopted by the BOARD setting forth the specific terms and provisions of the proposed amendment and directing that the proposed amendment be submitted to a vote of the members of the ASSOCIATION at the next annual meeting or at a special meeting of the members of the ASSOCIATION duly called for such purpose.

12.1.2 Notice of Meeting. Written notice setting forth the date and time of the meeting at which the proposed amendment is to be voted upon and also setting forth the specific terms and provisions of proposed amendment, or a summary of the changes to be effected by the proposed amendment, shall be given in accordance with the provisions of the BY-LAWS to each member of the ASSOCIATION entitled to vote thereon. Such meeting may not occur less than fifteen (15) days nor more than sixty (60) days from the date of the giving of the notice of the meeting at which the proposed amendment is to be considered and voted upon.

12.1.3 Vote of Members. A vote of the members of the ASSOCIATION entitled to vote thereon, shall be taken on the proposed amendment at the meeting of which notice has been given as provided in Section 12.1.2 above. The proposed amendment shall be adopted upon receiving the affirmative vote of three-fourths (3/4ths) of the votes of the members of the ASSOCIATION cast at such meeting, whether in PERSON or by proxy.

Any number of amendments may be proposed by the BOARD and voted upon by the members of the ASSOCIATION at any one meeting.

12.2 Written Consent. Notwithstanding anything to the contrary set forth in this Article XII, if a majority of the directors and such number of the members of the ASSOCIATION as eligible to vote and cast two-thirds (2/3) of the total voting power of the ASSOCIATION sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted although the requirements of Section 12.1 of these ARTICLES had been satisfied.

12.3 ARTICLES of Amendment. Upon the approval of an amendment to these ARTICLES in accordance with the provisions of this Article XII, the officers of the ASSOCIATION shall cause ARTICLES of Amendment to be executed and delivered to the Office of the Secretary of State of the State of Florida as provided by law.

12.4 Limitations on Amendments.

12.4.1 Notwithstanding anything to the contrary set forth in the DECLARATION, these ARTICLES or the BY-LAWS of the ASSOCIATION, these ARTICLES may not be changed, amended, modified or rescinded in any fashion or respect which would result in any change, amendment, modification, diminution or elimination of or otherwise affected the rights, privileges of or benefits accruing hereunder to either the DEVELOPER, the CITY, INSTITUTIONAL LENDERS, the St. Johns Water Management District without first receiving the prior written consent and approval of the DEVELOPER and such other of these parties as may be or whose rights, privileges, benefit or interest may be adversely or otherwise affected by any such amendment to these ARTICLES.

- 12.4.2 No amendment to these ARTICLES shall be made which discriminates against any OWNERS or affects less than all of the OWNERS within VENTANA, without the written approval of all of the OWNERS so discriminated against or affected.

ARTICLE XIII

DURATION AND DISSOLUTION

- 13.1 Duration. The ASSOCIATION shall have perpetual existence, unless dissolved in accordance with the provisions of Chapter 617 Florida Statutes and as otherwise set forth in this Article XIII.
- 13.2 Dissolution. Upon dissolution of the ASSOCIATION, the property and assets of the ASSOCIATION remaining after payment of all creditors of the ASSOCIATION and the costs and expenses associated with such dissolution shall be distributed to any other corporation not-for-profit which is created and established for purposes similar to this ASSOCIATION or to the CITY, the COUNTY, or any other public agency for similar purposes; provided, however, that, notwithstanding the foregoing or following provisions of this Section 13.2 that portion of the COMMON PROPERTY comprising the SURFACE WATER MANAGEMENT SYSTEM shall be distributed only as provided in Section 13.3 of these ARTICLES.

In the event that, upon dissolution, another corporation not-for-profit shall not be created and established as hereinabove provided in this Section 13.2, or in the event that the CITY, the COUNTY, or any other public agency shall refuse to accept a proposed and distribution to it of the property and assets of the ASSOCIATION, any member of the ASSOCIATION or any other interested party shall be entitled to petition the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida for the establishment of a trust or the creation of a corporation not-for-profit or other legal entity for purposes similar to that of this ASSOCIATION. Any COMMON PROPERTY so distributed upon dissolution of the ASSOCIATION, as aforesaid, shall continue to be subject to and encumbered by the terms and provisions of the DECLARATION and such other restrictions and limitations as may have been imposed upon such COMMON PROPERTY in the instrument by which title thereto was originally conveyed by the DEVELOPER to the ASSOCIATION.

- 13.3 Disposition of SURFACE WATER MANAGEMENT SYSTEM on Dissolution. Notwithstanding the foregoing provisions of Section 13.2 of these ARTICLES, upon dissolution of the Association, that portion of the COMMON PROPERTY comprising the SURFACE WATER MANAGEMENT SYSTEM shall be granted, conveyed, assigned or dedicated by the ASSOCIATION to an appropriate governmental body, agency or utility to which such grant, conveyance, assignment or dedication is offered, the property comprising the SURFACE WATER MANAGEMENT SYSTEM shall be granted, conveyed, assigned or dedicated to a corporation not-for-profit, an association, trust or other legal organization or entity, approved by the St. Johns Water Management District and the City.

In the absence of any such grant, conveyance, assignment or dedication of the property comprising the SURFACE WATER MANAGEMENT SYSTEM in accordance with the foregoing provisions of this Section 13.3, any member of the ASSOCIATION, the COUNTY, the CITY or the St. John's Water Management District shall be entitled to petition the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida for the establishment of a trust or the creation of a corporation not-for-profit or other legal entity so created for such purpose.

ARTICLE XIV

NON-PROFIT STATUS

No part of the net earnings of the ASSOCIATION shall inure to the benefit of any of its members or any other individual. Accordingly, the ASSOCIATION shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary objects and purposes of the ASSOCIATION. The ASSOCIATION may however, provide a rebate, reimbursement or refund of excess membership dues, fees or ASSESSMENTS to its members. In determining whether there should be any such rebate, reimbursement or refund, the earnings of the ASSOCIATION are not to be taken into account in any manner.

ARTICLE XV

REGISTERED OFFICE AND AGENT

The street and mailing address of the initial registered office of the ASSOCIATION shall be 492 E. EAU GALLIE BLVD., INDIAN HARBOUR BEACH, FLORIDA 32937, and the initial registered agent of the ASSOCIATION at that address shall be Timothy F. McWilliams, subject at all times to the right of the ASSOCIATION to change either or both the registered office and the registered agent of the ASSOCIATION in the manner provided by the laws of the State of Florida from time to time. This is also the mailing address of the corporation.

ARTICLE XVI

INCORPORATOR

The name and address of the incorporator of the ASSOCIATION is:

Timothy F. McWilliams
492 E. EAU GALLIE BLVD.
INDIAN HARBOUR BEACH, FL 32937

IN WITNESS WHEREOF, the undersigned corporation has executed these Articles of Incorporation as of the 25 day of April, 1994.

VENTANA DEVELOPMENT COMPANY, INC.

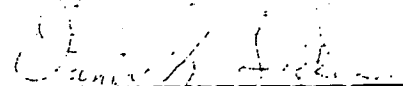
(CORPORATE SEAL)


BY: TIMOTHY F. MCWILLIAMS, PRESIDENT

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 25th day of April, 1994 by Timothy F. McWilliams, PRESIDENT of VENTANA DEVELOPMENT COMPANY, INC., a Florida corporation authorized to do business in the State of Florida, on behalf of said corporation.

MY COMMISSION EXPIRES: 10/1/97


NOTARY PUBLIC

**CERTIFICATE OF DESIGNATION OF REGISTERED
AGENT/REGISTERED OFFICE**

Pursuant to the provisions of section 607.0501 or 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.


The name of the Corporation is:

VENTANA OWNERS ASSOCIATION, INC.

The name and address of the registered agent and office is:

TIMOTHY F. MCWILLIAMS
492 E. EAU GALLIE BLVD.
INDIAN HARBOUR BEACH, FL 32937

Having been named as registered agent and to accept service of process for the above stated 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 relating to the proper and complete performance of my duties and I am familiar with and accept the obligations of my positions as registered agent.



Timothy F. McWilliams

April 25, 1994

Date

APR 26 PM 1:30