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SUMMERFIELD SQUARE MASTER ASSOCIATION, INC.

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DEPT. OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
SUMMERFIELD SQUARE MASTER ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

In order to form a corporation under the provisions of Chapter 617 of the Laws of the State of Florida for the formation of Corporations Not For Profit, we, the undersigned, hereby associate ourselves into a corporation not for profit for the purpose and with the powers hereinafter mentioned.

ARTICLE I

The name of the corporation shall be:

SUMMERFIELD SQUARE MASTER ASSOCIATION, INC.

(hereinafter referred to as the "Master Association").

ARTICLE II

The purposes and objects of the Master Association shall be as follows:

1. To promote the health, safety, and general welfare of the Members of all office, professional, retail and other commercial developments that may now or hereafter be created or established by CED SUMMERFIELD SQUARE, LLC, a Florida limited liability company, its successors or designated assigns (collectively, the "Declarant"), within all or any portion of that certain development in Hillsborough County, Florida known as "Summerfield Square." Summerfield Square is or will be comprised of the lands described in Exhibit "A" attached hereto and incorporated by reference herein and any lands subsequently annexed thereto.

2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the "Master Association" arising from or set forth in the "Master Declaration of Covenants, Conditions, Restrictions and Easements for Summerfield Square" (the "Master Declaration"), as amended and supplemented from time to time, now or hereafter recorded in the Public Records of Hillsborough County, Florida. The definitions contained in the Master Declaration are incorporated by reference herein. In the event of any conflict between the terms of the Master Declaration and these Articles, the provisions of the Master Declaration shall control.

3. To acquire, own, control, operate, manage, maintain, insure, and repair any portion or portions of the lands from time to time comprising Summerfield Square, and any personal property appurtenant thereto, as Common Areas for the common use and benefit of all Members of Summerfield Square, and certain other persons entitled to use the Common Areas as more particularly provided in the Master Declaration.

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4. To perform all Lakes and Ponds Maintenance and Road Maintenance for Summerfield Square as set forth in the Master Declaration, and any amendments or supplements thereto that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida.

5. To perform all of the duties and obligations of the Master Association as set forth in and in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation and the Master Declaration, and any amendments or supplements thereto with respect to all or any portion of the Property that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida.

The Master Association shall be conducted as a non-profit organization for the benefit of its Members, and the Master Association shall make no distributions of income to its Members, directors, or officers.

ARTICLE III

The Master Association shall have the following powers.

1. The Master Association shall have all of the powers and privileges granted to Corporations Not For Profit under the law pursuant to which this corporation is chartered and not in conflict with these Articles of Incorporation or the Master Declaration.

2. The Master Association shall have all of the powers and duties set forth in the Master Declaration and any amendments or supplements thereto that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida.

3. The Master Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Master Association, including, but not limited to, the following:

(a) To acquire (by gift, purchase, or otherwise), own, control, operate, manage, maintain, and repair real property and improvements, specifically including the Common Areas of Summerfield Square.

(b) To operate and maintain, and to contract for the operation, maintenance and management of the Common Areas (including without limitation to contract for the operation and management of the Surface Water Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas) and to delegate to the party with whom such contract has been entered into the appropriate powers and duties of the Master Association, except those requiring specific action by or approval of the Board of Directors or the Members of the Master Association.

(c) To fix, collect, levy, and enforce payment by any lawful means of all charges and assessments against Class A Members of the Master Association to defray all costs and

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expenses incident to the conduct of the business of the Master Association and the operation of the Common Areas including, without limitation, all licenses, taxes, assessments or other governmental charges levied or imposed against the Common Areas, and all fees and charges for Lakes and Ponds Maintenance and Road Maintenance.

(d) To adopt, alter, amend, and rescind By-Laws for the operation of the Master Association not inconsistent with the law pursuant to which the Master Association is chartered and these Articles of Incorporation, and to adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Common Areas.

(e) To enforce in its own name the provisions of these Articles of Incorporation, the By-Laws of the Master Association that may now or hereafter be adopted, any rules or regulations that may now or hereafter be adopted by the Master Association, and the provisions of the Master Declaration, and any amendments or supplements thereto that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida.

(f) To participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation is approved by the Members entitled to cast two-thirds (2/3) of the aggregate number of votes entitled to be cast by all Members present or represented by proxy at a duly noticed and convened annual or special meeting of the Members.

(g) To dedicate, release, alienate, sell, or transfer all or any portion of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as are agreed to by the Members of the Master Association; provided, however, no such dedication, sale, or transfer shall be effective until and unless the same shall have been approved by Members entitled to cast two-thirds (2/3) of the aggregate number of votes entitled to be cast by all Members. No action authorized hereunder shall be taken without the prior written consent of Declarant as long as Declarant holds any Unit, Lot, or other portion of the Property for sale in the ordinary course of Declarant's business.

(h) To pay all costs, expenses, and obligations lawfully incurred in connection with the Master Association's affairs including, without limitation, all licenses, taxes, assessments, or other governmental charges levied or imposed against the Common Areas and all charges for Lakes and Ponds Maintenance and Road Maintenance.

(i) To own, buy, sell, lease, mortgage, or otherwise deal with any and all property, whether real or personal.

(j) To perform all of the Lakes and Ponds Maintenance and Road Maintenance functions set forth in the Master Declaration.

(k) To operate and maintain the Surface Water Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

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(l) To sue or be sued and to defend any suits brought against it.

(m) To take any other action necessary for the purposes for which the Master Association is organized.

ARTICLE IV

1. Membership. There shall be two classes of Members in the Master Association:

(a) Class A Members. Each Owner of a Lot, or a tract, piece, or parcel that is a part of a Lot, shall be a Class A Member of the Master Association. Regardless of the foregoing, however, if a Member Lot Owners' Association or Member Condominium Association is formed that is responsible for operation and administration of any such tract, piece, parcel, Unit or Lot, then such Member Lot Owners' Association or Member Condominium Association shall be the member of the Master Association with respect to such portion of the Unit, Lot, tract, piece or parcel.

(b) Class B Member. The sole Class B Member of the Master Association shall be Declarant. The Class B Membership shall cease, terminate and convert to Class A Membership upon the happening of any one of the following events, whichever occurs first:

(i) Three (3) months have elapsed after ninety percent (90%) of the Lots in the Property expected by Declarant to be developed or improved have been conveyed to a person or entity other than Declarant; or

(ii) Declarant elects to terminate the Class B membership, provided Declarant has obtained the prior written consent of Declarant's Mortgagee; or

(iii) Ten (10) years from the date this Master Declaration is recorded in the Public Records of Hillsborough County, Florida.

The end of the period marked by the first to occur of the above dates is hereinafter referred to as the "Class B Control Period." Upon termination of the Class B Membership, all provisions of these Articles of Incorporation and the By-Laws of the Master Association referring to special rights of Class B Membership shall be void and without further force or effect. Regardless of any provision of this these Articles to the contrary, Declarant shall be entitled to elect at least one member of the Board of Directors of the Master Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. Subsequent to the date that Declarant relinquishes control of the Master Association, Declarant may exercise the right to vote the Class A Membership which it then holds in the Master Association in the same manner as any other Class A Member, except for purposes of reacquiring control of the Master Association or selecting a majority of members of the Board of Directors.

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The Class A Members and the Class B Members collectively are referred to as the Members. The interest of a Member in the funds and assets of the Master Association cannot be assigned, hypothecated, or transferred in any manner.

ARTICLE V

1. Voting Rights. Voting Rights in the Master Association shall be as follows:

(a) Class A. The Class A Members shall be entitled to one (1) equal vote per one thousand (1,000) square feet of gross area in the Lot either owned by the Owner or, in the case of a Member Lot Owners' Association or Member Condominium Association, administered by such Member Lot Owners' Association or Member Condominium Association.

(b) Class B. The right of the Class B Member, including the right to approve actions taken under the Declaration and the By- Laws, will also be specified in the By- Laws. The Class B Member shall be entitled to three (3) votes for each one (1) vote entitled to be cast by the Class A Members and shall be entitled to appoint a majority of the Members of the Board of Directors of the Master Association during the Class B Control Period. The Class B Membership shall terminate and become converted to Class A Membership no later than the end of the Class B Control Period, as provided above.

All Class A Members and Class B Members are required to cast all of the votes they are entitled to cast for or against any proposition that may come before the Master Association in the same way and may not split votes on both sides of a proposition. In the calculation of votes to which a member is entitled, any fractional votes will be rounded downward to the nearest whole vote.

ARTICLE VI

The Master Association shall have perpetual existence. However, in the event the Master Association is dissolved, the control or right of access to the Surface Water Management System shall be conveyed or dedicated to an appropriate governmental entity or public utility, and if such dedication or conveyance is not accepted, then the Surface Water Management System shall be conveyed to a not-for-profit corporation similar to the Master Association.

ARTICLE VII

The registered and principal office of the Master Association shall be located at 101 E. Kennedy Boulevard, Suite 2700, Tampa, FL 33602, but the Master Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. Furthermore, the Board of Directors may from time to time relocate the aforesaid registered and/or principal office of the Master Association.

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ARTICLE VIII

1. The affairs of the Master Association shall be managed by a Board of Directors. The Board of Directors initially shall be composed of three (3) directors, and there shall not be fewer than three (3) and not more than seven (7) directors. The term of office for all directors shall be one (1) year, and any director may succeed himself or herself in office. The number of such directors and the commencement and expiration of their term in office may be increased or decreased as provided in the By-Laws.

2. All directors shall be elected by secret written ballot at the annual meeting of the Members. Each Member shall be entitled to cast as many votes for each director's position as such Member has under the provisions of Article V hereof; and the person receiving the largest number of votes cast by all Members for each director's position shall be elected. Cumulative voting shall not be permitted.

3. The names and addresses of the members of the first Board of Directors of the Master Association who shall hold office until their successors have been duly elected and qualify, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
James A. Harkins, III	c/o 5055 Gulf of Mexico Drive, Unit #436 Long Boat Key, FL 34228
Michael J. O'Brien	c/o 5055 Gulf of Mexico Drive, Unit #436 Long Boat Key, FL 34228
Larry Willey	c/o 5055 Gulf of Mexico Drive, Unit #436 Long Boat Key, FL 34228

ARTICLE IX

The affairs of the Master Association shall be administered by the officers in accordance with the By-Laws. The President, Vice-President, Secretary, and Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time designate, shall constitute the officers of the Master Association. The officers of the Master Association shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the Members of the Master Association, and 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:

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Officer	Name	Address
President	James A. Harkins, III	c/o 5055 Gulf of Mexico Drive, Unit #436, Long Boat Key, FL 34228
Vice-President	Michael J. O'Brien	c/o 5055 Gulf of Mexico Drive, Unit #436, Long Boat Key, FL 34228
Secretary/Treasurer	Larry Willey	c/o 5055 Gulf of Mexico Drive, Unit #436, Long Boat Key, FL 34228

ARTICLE X

The first By-Laws of the Master 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

1. Every director and every officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities, including counsel fees, reasonably 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 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 herein the right of indemnification shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such directors or officers may be entitled.

2. The Board of Directors may, and shall if the same is reasonably available, purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Class A Members of the Master Association as a common expense of the Master Association.

ARTICLE XII

An amendment or amendments to these Articles of Incorporation may be proposed by the adoption by the Board of Directors, acting upon a vote of the majority of the directors, of a resolution setting forth the proposed amendment. The Members shall not amend these Articles without such a resolution by the Board of Directors. Written notice setting forth the proposed amendment or amendments shall be given to each Member within the time and in the manner required in the By-

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Laws for the giving of notice of meetings of the Members. If the meeting is an annual meeting, the proposed amendment or amendments may be included in the notice of such annual meeting. Each amendment must be approved by a majority of the votes entitled to be cast by the Members present or represented by proxy at a duly noticed and convened annual or special meeting of the Members. Thereupon, each such approved amendment shall be transcribed and executed in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida. Notwithstanding anything to the contrary contained herein, no amendment shall be effective without the prior written consent of Declarant, so long as Declarant holds any Unit, Lot, or other portion of the Property for sale in the ordinary course of business.

ARTICLE XIII

In the absence of fraud, no contract or other transaction between the Master Association and any other person, firm, corporation, or partnership shall be affected or invalidated by reason of the fact that any director or officer of the Master Association is pecuniarily or otherwise interested therein.

ARTICLE XIV

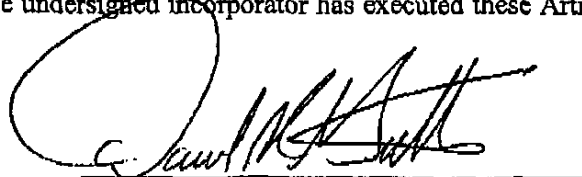
The names and addresses of the Incorporator of the Master Association are as follows:

<u>Name</u>	<u>Address</u>
David R. Brittain, Esq.	101 E. Kennedy Boulevard, Ste. 2700, Tampa, FL 33602

ARTICLE XV

The street address of the Master Association's initial registered office is 101 E. Kennedy Boulevard, Suite 2700, Tampa, FL 33602, and the name and address of its initial registered agent is David R. Brittain, Esq., 101 E. Kennedy Boulevard, Suite 2700, Tampa, FL 33602. The Master Association shall have the right to change such registered agent and registered office from time to time, as provided by law.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles this 31st day of October, 2006.



David R. Brittain, Incorporator

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OCT: 31. 2006 12:30PM

TRENAM, KEMKER

NO. 6213 P. 10

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ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 31st day of October, 2006, by David R. Brittain, as Incorporator of Summerfield Square Master Association, Inc., a Florida corporation not-for-profit, on behalf of such corporation. He is either [check applicable box] ☒ personally known to me, or ☐ has produced a valid drivers license of the State of Florida as identification.

(NOTARIAL SEAL)



Leslie Schilling
NOTARY PUBLIC
Print Name: Leslie Schilling
My Commission Expires:

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

Pursuant to the provisions of Section 607.0501, 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.

1. The name of the corporation is Summerfield Square Master Association, Inc.
2. The name and address of the registered agent and registered office are:

NameAddress

David R. Brittain, Esq.

101 E. Kennedy Boulevard, Ste. 2700, Tampa, FL 33602

Having been named as registered agent and agent 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 at 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 obligation of my position as registered agent.

Name: 

Print: David R. Brittain

Date: October 31, 2006**ACKNOWLEDGMENT**

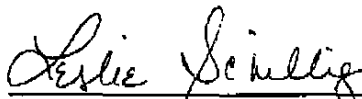
STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 31st day of October, 2006, by David R. Brittain, as registered agent of Summerfield Square Master Association, Inc., a Florida corporation not-for-profit, on behalf of such corporation. He is either [check applicable box] ☒ personally known to me, or ☐ has produced a valid driver's license of the State of Florida as identification.



(NOTARIAL SEAL)



NOTARY PUBLIC

Print Name: LESLIE SCHILLIG

My Commission Expires:

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Exhibit "A"

The Southeast one quarter of the Southeast one quarter of Section 7, Township 31 South, Range 20 East, Hillsborough County, Florida, LESS the West 514.00 feet thereof, ALSO LESS the East 416.00 feet of the West 930.00 feet of the South 315.00 feet of said Southeast one quarter of the Southeast one quarter of Section 7, ALSO LESS right of way of Big Bend Road; ALSO LESS Right of way for U.S. Highway No. 301.

LESS AND EXCEPT

A part of the Southeast one quarter of the Southeast one quarter of Section 7, Township 31 South, Range 20 East, Hillsborough County, Florida, LESS the West 514.00 feet thereof, ALSO LESS the East 416.00 feet of the West 930.00 feet of the South 315.00 feet of said Southeast one quarter of the Southeast one quarter of Section 7, ALSO LESS right of way of Big Bend Road; ALSO LESS Right of way for U.S. Highway No. 301; said part being more particularly described as follows:

Commence at the Southeast corner of Section 7, Township 31 South, Range 20 East, Hillsborough County, Florida; thence run N 00° 21' 05" E, along the East line of said Section 7, a distance of 118.48 feet; thence N 89° 38' 55" W, a distance of 50.00 feet to the Point of Intersection of the West right of way line of U.S. Highway 301 and the Northerly right of way line of Big Bend Road (County Road No. 672) for a Point of Beginning; thence S 57° 55' 27" W, along said Northerly right of way line, a distance of 70.74 feet; thence S 86° 53' 30" W, along said Northerly right of way line, a distance of 220.86 feet; thence departing said Northerly right of way line, N 00° 07' 48" W, a distance of 265.26 feet; thence N 89° 56' 35" E, a distance of 282.41 feet to a point on the aforesaid West right of way line of U.S. Highway 301; thence S 00° 21' 05" W, along said West right of way line a distance of 216.00 feet to the Point of Beginning.

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