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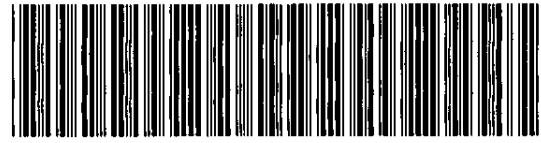
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ACCOUNT NO. : I20000000195

REFERENCE : 744613 3487A

AUTHORIZATION : *Lyndee Cleman*

COST LIMIT : \$ 70,000

ORDER DATE : August 12, 2015

ORDER TIME : 5:22 PM

ORDER NO. : 744613-005

CUSTOMER NO: 3487A

DOMESTIC FILING

NAME: WIREGRASS RANCH MASTER
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
 ARTICLES OF ORGANIZATION

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CONTACT PERSON: Courtney Williams - EXT. 62935

EXAMINER'S INITIALS: _____

ARTICLES OF INCORPORATION
OF
WIREGRASS RANCH MASTER ASSOCIATION, INC.,
A FLORIDA NOT-FOR-PROFIT CORPORATION

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The undersigned hereby incorporates for the purpose of becoming a not-for-profit corporation under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, immunities, liability, privileges, and rights of a not-for-profit corporation.

ARTICLE I
NAME, OFFICE, AND REGISTERED AGENT

1.1 **Name.** The name of this corporation shall be "Wiregrass Ranch Master Association, Inc.," a Florida not-for-profit corporation (hereinafter referred to as the "**Master Association**").

1.2 **Office.** The street address of the initial principal office and mailing address of the Master Association is: 201 North Franklin Street, Suite 2000, Tampa, Florida 33602.

1.3 **Initial Registered Agent.** The initial registered agent for the Master Association is: James W. Goodwin, Esq., 201 North Franklin Street, Suite 2000, Tampa, Florida 33602.

ARTICLE II
DEFINITIONS

2.1 The words used in these Articles of Incorporation ("**Articles**") shall be given their normal, commonly understood definitions. Unless defined in these Articles, capitalized terms shall have the same meanings as used in the "Master Declaration of Covenants, Conditions, Restrictions, and Easements for Portions of Wiregrass Ranch Located in Pasco County, Florida, and for the Wiregrass Ranch Master Association, Inc." ("**Master Declaration**"), as it may be amended or supplemented from time to time.

ARTICLE III
PURPOSE

3.1 The general nature of the business to be conducted by the Master Association shall be the operation and management of the affairs and property of the master homeowners' association for the portions of the Wiregrass Ranch DRI/MPUD located in Pasco County, Florida submitted to the Committed Property, and to perform all acts assigned to it in the Master Declaration and in Chapter 720, *Fla. Stat.*, including, but not limited to and without limitation:

3.1.1 To operate as a not-for-profit corporation pursuant to Chapter 617, *Fla. Stat.* The Master Association does not contemplate pecuniary gain or profit to the Members thereof.

3.1.2 To administer, enforce, and carry out the terms and provisions of the Master Declaration, as same may be amended or supplemented from time to time, and to exercise

such powers and perform such other duties and discharge such other responsibilities as may be imposed upon, or assigned, delegated, or granted to, or otherwise permitted to be exercised by, the Master Association pursuant to the Master Declaration.

3.1.3 To provide for Maintenance and preservation of such portions of the Committed Property, and any additions thereto as may hereafter be brought within the jurisdiction of the Master Association, pursuant to the Master Declaration and any amendment or supplement thereto.

3.1.4 To hold, manage, and own portions of the Committed Property as may be conveyed to the Master Association, pursuant to the Master Declaration and any amendment or supplement thereto.

ARTICLE IV
POWERS

4.1 **General Powers.** The Master Association shall have all of: the common law and statutory duties, powers, and privileges of a Florida not-for-profit corporation, and the duties, powers, and privileges set forth in the Master Declaration and in Chapter 720, *Fla. Stat.*, which are not in conflict with the terms of these Articles.

4.2 **Specific Powers.** In addition to the aforementioned general powers the Master Association shall have all of the powers and duties reasonably necessary to maintain, manage, and operate the master homeowners' association, including but not limited to and without limitation, the following:

4.2.1 To enter into, establish, and enforce agreements, bylaws, covenants, restrictions, and/or rules and regulations appropriate and/or necessary to carry out the purposes of the Master Association, and as may be otherwise contemplated, permitted, and/or required by the Master Association.

4.2.2 To make and collect Assessments against Members to defray the costs, expenses, losses, and/or reserves incurred in the management, Maintenance, operation, repair, and replacement of the property and facilities serving the Committed Property, and any additions thereto as may hereafter be brought within the jurisdiction of the Master Association, pursuant to the Master Declaration and any amendment or supplement thereto.

4.2.3 To make and collect Assessments against Members to defray the costs, expenses, losses, and/or reserves incurred in the management, Maintenance, operation, repair, and replacement of the Surface Water Management System.

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

4.2.5 If provided in the Master Declaration, the Bylaws, and/or Use Restrictions, Rules, and Regulations, to charge interest and late charges on delinquent or past-due Assessments,

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and to accelerate the Assessments of a Member who is delinquent in payment of any installment of Assessments.

4.2.6 To hold funds for the exclusive benefit of the Members of the Master Association, as set forth in these Articles and as provided in the Master Declaration and/or the Bylaws.

4.2.7 To purchase insurance upon the Common Areas, and insurance for the protection of the Master Association, its Board (directors, officers, committee members, and/or members of boards appointed by the Board), Members, and such other parties as the Master Association may determine to be in the best interests of the Master Association.

4.2.8 To administer, convey, improve, lease, own, Maintain, manage, mortgage, operate, purchase, repair, replace, and/or sell real and/or personal property on behalf of the Master Association; including, but not limited to and without limitation, Parcels and/or Property Units, and regardless of whether such property is contained with the Committed Property.

4.2.9 To administer, install, Maintain, manage, operate, replace and/or replace all Common Areas and such other portions of the Committed Property as may be determined appropriate and/or necessary by the Board from time to time, in accordance with, or as may be otherwise contemplated, permitted, and/or required by the Master Declaration.

4.2.10 To make, amend, and enforce reasonable Bylaws and/or Use Restrictions, Rules, and Regulations respecting the use and occupancy of the Common Areas, for the health, comfort, safety, and welfare of the Members. All such Bylaws and/or Use Restrictions, Rules, and Regulations, and amendments or supplements thereto, shall be approved by the Board in accordance with the Master Declaration and the Bylaws.

4.2.11 To enforce by legal means the provisions of Chapter 720, *Fla. Stat.*, the Master Declaration, these Articles, the Bylaws, the Use Restrictions, Rules, and Regulations, and/or the Design Review Manual.

4.2.12 To perform all acts necessary to comply with the provisions of Chapter 720, *Fla. Stat.*, the Master Declaration, these Articles, the Bylaws, the Use Restrictions, Rules, and Regulations, the Voting and Assessment Formula, and/or the Design Review Manual, and to act with all powers enumerated therein.

4.2.13 To exercise when assigned or designated by the Declarant, the design review over all buildings, Improvements, and/or structures to be placed or constructed upon any portion of the Committed Property which is subject to the Declarant's and/or the Master Association's design review. Such control shall be exercised pursuant to the Master Declaration.

4.2.14 To provide for such services within the Committed Property as the Board in its discretion determines appropriate and/or necessary.

4.2.15 To contract for the Maintenance, management, and/or operation of the Common Areas, and to delegate to such contractor(s) all powers and duties of the Master

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Association, except to the extent as such are specifically required by Chapter 720, *Fla. Stat.* or the Master Declaration to have the approval of the Board and/or Members.

4.2.16 To contract with and authorize a management agent to assist the Master Association in carrying out its powers and duties by performing such functions which may include but shall not be limited to: enforcing the Bylaws and/or the Use Restrictions, Rules, and Regulations, collecting Assessments, preparing records, procuring bids, and/or Maintaining, repairing, and/or replacing the Common Areas, with such funds as shall be made available by the Master Association for such purposes.

4.2.17 To employ personnel necessary to perform the duties, obligations, and/or services required of, or to be performed by, the Master Association for the proper Maintenance, management, and operation of the Common Areas, and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever reasonable contractual arrangement the Board shall enter into.

4.2.18 To purchase and own Parcels and/or Property Units in the Committed Property, and to acquire and hold, lease, mortgage, and/or convey the same, subject however, to the provisions of the Master Declaration and the Bylaws.

4.2.19 To acquire, improve, Maintain, provide, purchase, repair, and/or replace such Improvements and other real and/or personal property, for the health, safety, and general welfare of the Members as the Board in its discretion determines appropriate or necessary, including but not limited to and without limitation: buildings, structures, streetlights (to the extent not provided and Maintained by Government Authorities and/or Neighborhood Associations), streets (to the extent not provided and Maintained by Government Authorities and/or Neighborhood Associations), pathways, and other equipment and facilities.

4.2.20 To Maintain, operate, and repair the Surface Water Management System in accordance with the Master Declaration and/or in a manner consistent with the requirements of any applicable SWFWMD permits and rules, and to assist with the enforcement of the restrictions and covenants contained therein.

4.2.21 To obtain loans to provide funds for improving, Maintaining, operating, repairing, and/or replacing the Common Areas, and to pledge the income of the Master Association from Assessments as security for such loans.

4.2.22 To honor and perform under all contracts and agreements entered between third-parties and the Master Association, or third-parties and the Declarant which are assigned to the Master Association.

4.2.23 To sue and be sued and to defend the same as provided for by Florida law and/or in the Master Declaration.

ARTICLE V
MEMBERS

5.1 The Master Association shall initially have two classes of membership, which shall be determined by and shall be subject to the following:

5.1.1 **Class "A" Members.** Every Owner (including, but not limited to and without limitation, the Declarant with respect to the Parcels or Property Units it owns) shall be a Member of the Master Association. There shall be only one (1) Member per Parcel or Property Unit. A Parcel which contains a Property Unit shall have only one (1) Member; the Owner does not receive separate memberships for the Parcel and Property Unit. If a Parcel or Property Unit is subdivided or otherwise divided into additional Parcels or Property Units in accordance with the terms of the Master Declaration, then each resulting Parcel or Property Unit shall have one (1) Member. If a Parcel or Property Unit is owned by more than one (1) Person, all co-Owners shall share the privilege of such membership as a single Member, subject to reasonable Board regulation and the restrictions on voting set forth in the Master Declaration, these Articles, and the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

The membership rights and privileges of an Owner who is a natural person may be exercised by the Owner or the Owner's lawful spouse. The membership rights of an Owner which is not a natural person may be exercised by any director, officer, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Master Association's Secretary. All voting rights of a Member shall be exercised by that Member's Neighborhood Voting Representative (except as otherwise expressly provided in the Master Association's Governing Documents).

5.1.2 **Class "B" Member.** The sole Class "B" Member shall be the Declarant. The Class "B" membership shall terminate upon the expiration or earlier termination of the Declarant's Control Period, or when in its discretion the Class "B" Member earlier so determines and declares such termination in an instrument recorded in the County's official public records. The Declarant may be both a Class "A" Member and the Class "B" Member at the same time. Upon termination of the Class "B" membership, the Declarant shall remain a Class "A" Member with respect to the Parcels and/or Property Units it owns (if any) and shall be entitled to Class "A" votes for all Parcels and/or Property Units which it owns (if any).

5.2 **Transfer of Class "A" Membership.** Transfer of Class "A" Membership in the Master Association shall be established by the recording in the County's official public records of a deed or other instrument establishing a transfer of record title to any Parcel or Property Unit for which membership has already been established. The Owner designated by such instrument of conveyance thereby becomes a Member, and the prior Member's membership thereby is terminated. In the event of death of a Member, her/his membership shall be automatically transferred to her/his heirs or successors in interest. Notwithstanding the foregoing, the Master Association shall not be obligated to recognize a transfer of membership until such time as the Master Association receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Parcel or Property Unit, and it shall be the responsibility and obligation of the former and the new Owner of the Parcel or Property Unit to provide such true copy of said recorded instrument to the Master Association.

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ARTICLE VI
VOTING RIGHTS

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6.1 Number of Votes. Members' voting rights shall be determined based on the number of Assessment Units allocated to each Parcel and/or Property Unit owned by such Members as more specifically set forth in the Assessment and Voting Formula in Exhibit "G" to the Master Declaration, as it may be amended from time to time. No votes or voting rights shall be assigned to or exercised on account of any Parcel or Property Unit which does not hold any DRI Entitlements, or which is otherwise totally exempt from Assessments under the Master Declaration.

6.2 Voting by Co-Owners. If a Parcel or Property Unit is owned by more than one (1) Person, all co-Owners shall share the voting privileges of such membership as a single member, subject to reasonable Board regulation and the restrictions on voting set forth in these Articles in and in the Bylaws.

6.3 Proxies. Except as otherwise specifically set forth in the Master Declaration or these Articles, every Member of the Master Association that is entitled to vote at a meeting of the Members (e.g. at a meeting of the Members within a Neighborhood to elect a Neighborhood Voting Representative, if any) or to otherwise express consent or dissent without a meeting, may authorize another person to act on the Member's behalf by a proxy signed by such Member. Neighborhood Voting Representatives may not cast votes by proxy; they may only vote in person or through their designated alternative Neighborhood Voting Representative. Directors may not vote by proxy.

Any proxy shall: be in writing; be dated; specify the Parcel(s) and/or Property Unit(s) for which it is given; state the date, time, and place of the meeting for which it is given; be signed by the Member or her/his duly authorized attorney-in-fact; and be provided to the Master Association's Secretary, or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is only effective for the specific meeting and/or vote for which it was given, and as the meeting and/or vote may law fully be reconvened from time to time. However, a proxy automatically expires ninety (90) calendar days after the original date of the meeting and/or vote for which it was given; unless a shorter period is specified in the proxy. Unless otherwise specifically provided for in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast for the specified Parcel(s) and/or Property Unit(s), and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both proxies shall be deemed invalid.

Every proxy shall be freely revocable by the Member executing it at any time prior to the specific meeting and/or vote for which it was given, and shall automatically cease upon: (a) receipt by the Secretary of written notice of revocation of the proxy, (b) conveyance of any Parcel or Property Unit for which it was given, (c) the death of the Member giving the proxy, (d) the judicially declared incompetence of a Member who is a natural person, and/or (e) ninety (90) calendar days after the original date of the meeting and/or vote for which it was given.

6.4 Calculation of Votes. Any question concerning the number of votes which may be cast by a Member shall be decided by a majority of the Board.

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ARTICLE VII
BOARD OF DIRECTORS

7.1 **Members of the Board.** The Master Association's affairs shall be managed by a Board consisting of not less than three (3) members, but not more than nine (9) members, which shall always be an odd number. The number of Board seats shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) Board members. Board members shall be appointed, elected, or removed as follows:

7.1.1 **Appointed by the Declarant.** During the Declarant's Control Period, the Declarant shall initially have the right to appoint all Board members (in Declarant's sole and absolute discretion) and such Board members shall serve at the pleasure of the Declarant. During the Declarant's Control period, but after fifty percent (50%) of the total number of DRI Entitlements which may be developed on the Committed Property are owned by Class "A" Members other than the Declarant and Builders, the Class "A" Members shall be entitled to elect one (1) Board member pursuant to the procedures provided in the Bylaws. The total number of DRI Entitlements which may be developed on the Committed Property shall be consistent with the total DRI Entitlements provided in the Assessment and Voting Formula (as it may be amended in the future). After the Declarant's Control Period ends, so long as Declarant and/or its Affiliates holds for sale in the ordinary course of business at least five percent (5%) of the total DRI Entitlements which may be developed in the Committed Property - from any phases of development - Declarant shall have the right (in its sole and absolute discretion) to appoint the maximum number of director seat(s) that constitute a minority of the Board (i.e. half of the total Board seats then in existence, less one seat). Any directors appointed by the Declarant may, but need not, be Owners.

7.1.2 **Election of the Board.** Elections for Board members pursuant to the procedures provided in the Bylaws shall only occur for seats which the Class "A" Members are entitled to elect. Any seats which are subject to appointment by the Declarant shall remain subject to the Declarant's appointment unless and until the Declarant voluntarily releases (in Declarant's sole and absolute discretion) such seats to election by the Class "A" Members.

7.1.3 **Removal from the Board.** Removals and vacancy appointments of Board members pursuant to the procedures provided in the Bylaws shall only occur for seats which the Class "A" Members are entitled to elect. Any seats which are subject to appointment by the Declarant shall remain subject to the Declarant's removal and vacancy appointment unless and until the Declarant voluntarily releases (in Declarant's sole and absolute discretion) such seats to election by the Class "A" Members.

7.2 **Exercise of Duties and Powers.** All of the duties and powers of the Master Association existing under Chapters 617 & 720, *Fla. Stat.*, the Master Declaration, these Articles, the Bylaws, the Use Restrictions, Rules, and Regulations, and the Design Review Manual, shall be exercised exclusively by the Board (its directors, officers, committee members, and/or members of a board appointed by the Board) and shall only be subject to approval by the Members when expressly required.

7.3 Initial Board Members. The names and addresses of Board members who shall hold office until they are removed or their successors are elected are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
William H. Porter	Director	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544
Scott Sheridan	Director	4921 Memorial Highway Tampa, Florida 33634
Colby J. Chandler	Director	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544

ARTICLE VIII
OFFICERS

8.1 The Master Association's officers shall be a President, Vice President(s), Secretary, Assistant Secretary, Treasurer, and such other officers as the Board may from time to time create by resolution. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for their removal from office and for filling vacancies, and for the duties of the officers. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not, be selected from the members of the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. With the exception of offices held by Board members after the Declarant's Control Period ends, officers are not required to be Owners of Parcels and/or Property Units. The Master Association's officers shall each have such powers and duties as generally pertain to their respective offices under Applicable Law, as well as such powers and duties as may specifically be conferred or imposed by the Board. The names and addresses of the initial officers who shall serve until they are removed or their successors are designated by the Board are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Colby J. Chandler	President	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544
James D. Porter, Jr.	Vice President	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544
Scott Sheridan	Secretary	4921 Memorial Highway Tampa, Florida 33634
Quinn Miller	Assistant Secretary	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544
J. Michael Gramling	Treasurer	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544

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ARTICLE IX
INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.1 Indemnification and Defense of Directors, Officers, and other Agents of the Board. As limited in this §9.1, the Master Association shall indemnify, defend, and hold harmless any Person from and against any liability, when the Person was or is a party or is threatened to be made a party, to any contemplated, pending, or threatened action or proceeding (whether civil or criminal) by reason of the fact that such Person is or was the Master Association's: director, officer, committee member, member of a subordinate board, and/or direct employee (expressly meaning to exclude any agents hired by the Master Association to perform services and/or provide goods, e.g., a management company and its employees). Such Persons shall not be personally liable for any mistake of judgment - negligent or otherwise - or with respect to any contract or other commitment made or action taken, which was made in good faith on behalf of the Master Association, and the Master Association shall indemnify, defend, and hold harmless such Persons from any liability and reasonable expenses actually incurred which results from such conduct. This indemnity, defense, and hold harmless obligation includes all costs, expenses, and fees incurred by the Person incident to an action or proceeding, but not limited to and without limitation: (a) damages claimed against the Person; (b) fines levied against the Person; (c) judgments entered against the Person; (d) reasonable Attorneys' Fees and Costs; and (e) settlement amounts actually and reasonably incurred by the Person (provided the Master Association was given reasonable written notice of, an opportunity to participate in, the settlement). For any civil action or proceeding, this indemnity, defense, and hold harmless obligation only applies if the Person's alleged conduct was performed in good faith and in a manner the Person reasonably believed to be in, or not opposed to, the best interest of the Master Association. For any criminal action or proceeding, this indemnity, defense, and hold harmless obligation only applies if either: the Person is adjudicated not guilty; the Person had no reasonable cause to believe the alleged conduct was unlawful; or upon such Person being adjudicated guilty of gross negligence (or an equivalent or lesser *mens rea*) in the performance of the Person's duty to the Master Association, then only to the extent the Board determines that despite the guilty adjudication in view of all the circumstances of the case such Person should fairly and reasonably be indemnified (and in such cases only for such expenses which the Board shall deem proper). This indemnity, defense, and hold harmless obligation only applies to the extent the Person remains personally liable, and shall be deemed waived if the Person fails to participate in good faith in the defense of the liability (e.g. waiver will occur if the Person enters into any "Mary Carter" Agreements, "Snapp" Agreements, "Gallagher" Agreements, "High-Low" Agreements, "Litigation-Loan" Agreements, Claims Assignment Agreements, and/or any other agreement whereby the Person seeks to limit and/or avoid her/his own personal liability in a manner adverse to the Master Association's interests). This indemnity, defense, and hold harmless obligation shall not be construed to require the Master Association to reimburse any insurance company or surety claiming subrogation for any fees and/or costs incurred in defending the Person under an insurance policy or bond.

9.2 Advances Under A Reservation of Rights. Any costs, expenses, and fees incurred pursuant to this Article IX in defending any Person in a civil or criminal action or proceeding which are expended by the Master Association under a reservation of rights and in advance of the final disposition of such action or proceeding, shall be reimbursed by the Person to the Master Association if a Court ultimately determines that the Person was not entitled to defense and/or indemnification of the subject action or proceeding pursuant this Article IX.

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9.3 Non-Exclusivity and Survival. The indemnification, defense, and hold harmless rights provided by this **Article IX** shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Applicable Law, Master Declaration, Bylaws, any agreement, any vote of Neighborhood Voting Representatives, or otherwise. The indemnification, defense, and hold harmless rights provided by this **Article IX** shall: (a) continue as to any Person who has ceased to hold the position, but only for claims, causes of action, and/or other such liabilities which accrued during the period in which s/he held the position; and (b) shall inure to the benefit of the administrators, executors, and/or heirs of such Person to the same extent as would otherwise be held by the Person if still alive.

9.4 Insurance. The Master Association shall have the power (but not the obligation) to purchase and maintain insurance on behalf of any Person who is or was a director, officer, committee member, member of a subordinate board, and/or agent or employee of the Master Association, or is or was serving at the request of the Master Association as a director, officer, committee member, member of a subordinate board, and/or agent or employee of another corporation, joint venture, partnership, trust, or other enterprise, against any liability asserted against the Person arising out of any such capacity – regardless of whether the Master Association would have the obligation or power to indemnify the Person against such liability under the provisions of this **Article IX**.

9.5 Amendments. Notwithstanding anything to the contrary in these Articles, the provisions of this **Article IX** may not be amended and/or supplemented without the prior written consent of all Members whose interest would be adversely affected by such amendment and/or supplement.

9.6 Indemnity, Defense, and Hold Harmless by Owners. Each Owner shall indemnify, defend, and hold harmless the Master Association (and its directors, officers, committee members, members of subordinate boards, and/or agents and employees) from and against any damages, expenses, and other liabilities which they may incur as a result of such Owner's (and its Permittees') failure to comply with the Master Association's Governing Documents, including but not limited to and without limitation: (a) any incurred costs and fees for third-parties to investigate and/or correct the violation, (b) reasonable Attorneys' Fees and Costs; and (c) reasonable administrative fees of the Declarant.

ARTICLE X
BYLAWS

10.1 The initial Bylaws of the Association shall be adopted by the Board and may be altered, amended, and/or rescinded in the manner provided by the Bylaws.

ARTICLE XI
INCOME DISTRIBUTION

11.1 No part of the income of the Master Association shall be distributable to its directors, Members, or officers, except as commercially reasonable compensation for services rendered.

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ARTICLE XII
AMENDMENTS

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12.1 Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

12.1.1 Initiation. A resolution to amend these Articles may be proposed by a majority of the members of the Board, or by Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing not less than ten percent (10%) of the total Class "A" votes in the Master Association.

12.1.2 Notice. Notice of the subject matter of a proposed amendment to these Articles shall be included in the notice for any meeting at which a proposed amendment is considered.

12.1.3 Adoption.

- (a) During the Declarant's Control Period, the Declarant shall have the right to unilaterally amend these Articles without the joinder or approval of any member of the Board or any Member. No amendment to these Articles shall be effective without the written approval of the Declarant during the Declarant's Control Period.
- (b) After the Declarant's Control Period expires or earlier terminates, a resolution by the Board for the adoption of a proposed amendment to these Articles shall be adopted by the affirmative vote and/or written consent of Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing greater than fifty-percent (50%) of the total Class "A" votes in the Master Association.
- (c) No amendment shall make any changes in the qualification for membership, in the voting rights and/or property rights of Members, or of this **Article XII**, without the approval of all Members affected by such amendment (and where required by the Florida Condominium Act, the joinder of all record owners of mortgages upon any portion of a Condominium).

12.1.4 Recording. Upon the approval of an amendment to these Articles, the amendment shall be executed and delivered to the Florida Secretary of State as provided by law, and a copy certified by the Secretary of State shall be recorded in the County's official public records as a Supplement to the Master Declaration.

ARTICLE XIII
TERM

13.1 The Master Association shall exist perpetually, unless voluntarily dissolved by the Members according to the Master Declaration and Applicable Law.

ARTICLE XIV
INCORPORATOR

14.1 The name and street address of the incorporator is:

William W. Merrill, III, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street - Suite 600
Sarasota, Florida 34237

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IN WITNESS WHEREOF, for the purpose of forming this not-for-profit corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Master Association, has executed these Articles of Incorporation this 12th of August, 2015.

[Signature]
By

William W. Merrill, III, Esq.
Printed Name

Incorporator
Title

Signed and delivered in the presence of:
[Signature]
Witness

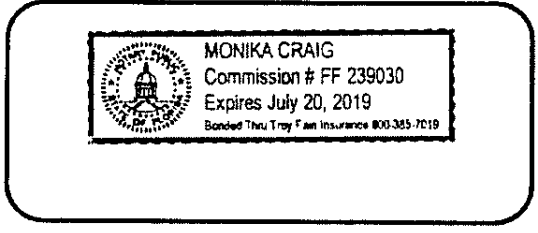
Bradley Ellis
Printed Name

[Signature]
Witness

MONIKA CRAIG
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of August, 2015, by William W. Merrill, III, Esq. He/She is personally known to me or has produced as identification, and did not take an oath.



Notary Stamp

[Signature]
Signature of Notary
MONIKA CRAIG


Print Name of Notary

My Commission Expires:

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

In pursuance of the Florida Not-for-Profit Corporation Act, the following is submitted, in compliance with said statute:

That Wiregrass Ranch Master Association, Inc., desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation, at 201 North Franklin Street, Suite 2000, City of Tampa, County of Pasco, Florida 33602, has named James W. Goodwin, Esq. at 201 North Franklin Street, Suite 2000, Tampa, Florida 33602, as its registered agent to accept service of process within Florida and to perform such duties as are required in the State of Florida.



By

SCOTT SHEEHAN

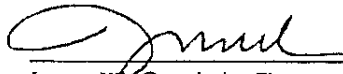
Printed Name:

Secretary of Wiregrass Ranch Master Association, Inc.

Dated: 8-4-15

ACKNOWLEDGMENT

Having been named to accept service of process and serve as registered agent for the above-stated corporation, at the place designated in this Certificate, the undersigned, hereby agrees to act in this capacity, and agrees to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and the undersigned is familiar with and accepts the obligations of its position of registered agent.



James W. Goodwin, Esq.

Dated: 8/4/15

{END OF ARTICLES DOCUMENT}

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
15 AUG 13 PM 12:19