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5/06/98

FLORIDA DIVISION OF CORPORATIONS  
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9:07 AM

((H98000008568 1))

TO: DIVISION OF CORPORATIONS FAX #: (850)922-4000  
FROM: O'BRIEN, RIEMENSCHNEIDER, KANCILIA & LEMONID ACCT#: 105204000476  
CONTACT: JAMES M O'BRIEN PHONE: (407)728-2800 FAX #: (407)728-0002

NAME: PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.  
AUDIT NUMBER.....H98000008568  
DOC TYPE.....BASIC AMENDMENT  
CERT. OF STATUS..0 PAGES..... 21 (including cover) 2  
CERT. COPIES.....1 DEL.METHOD.. FAX  
EST.CHARGE.. \$87.50

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AUDIT NUMBER ON THE TOP AND BOTTOM OF ALL PAGES OF THE DOCUMENT

\*\* ENTER 'M' FOR MENU. \*\*

5/11/98

DARLENE-

Following is a corrected page one of the Amended and Restated Articles which  
has the attorney's name above his bar number.

Also enclosed is the written consent, which gives the date of adoption of the  
Amended and Restated Articles, together with EXHIBIT "A", which is the exhibit  
for both the Written Consent and the Certificate. Please note that the  
Exhibit "A" is not signed, as it had not yet been adopted at the time it was  
made an exhibit!

Again, I'm sorry for the confusion and thank you very much for your patience  
and your help.

JODY RANK,  
LEGAL ASSISTANT  
(407) 728-2800

RECEIVED

98 MAY 12 AM 9:55

DIVISION OF CORPORATIONS

Darlene -  
Here it is.  
Thank again

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

98 MAY 12 PM 1:32

FILED

S:\CORP\JODY\SAUNDRY.LOG

AMENDED AND  
RESTATED ARTICLES  
05-12-98 DC

Jody

5/06/98

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JODY RANK,  
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(407)728-2800

RECEIVED

98 MAY 11 PM 4:03

DIVISION OF CORPORATIONS

5/06/98

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9:07 AM

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\*\* ENTER 'M' FOR MENU. \*\*

DARLENE-

PER OUR CONVERSATION, THE AMENDED AND RESTATED ARTICLES OF INCORPORATION ARE  
ALSO EXHIBIT 'A' TO THE CERTIFICATE. PLEASE CALL ME IF YOU NEED ANYTHING  
ELSE. THANKS FOR YOUR HELP.

JODY RANK,  
LEGAL ASSISTANT  
(407)728-2800

RECEIVED  
98 MAY 11 AM 11:51  
DIVISION OF CORPORATIONS

S:\CORP\JODY\SAUNDRY.LOG

AUDIT NUMBER.....H98000008568

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.**  
(A Corporation Not for Profit Under the Laws of the State of Florida)

FILED  
98 MAY 12 PM 1:32  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Chapter 617, Florida Statutes, and its Articles of Incorporation, the undersigned corporation adopts the following Amended and Restated Articles of Incorporation, as originally filed with the Secretary of State of the State of Florida on January 20, 1998.

The name of the corporation is  
**PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.**

In order to form a corporation not for profit under and in accordance with the provisions of the laws of the State of Florida, the undersigned does hereby associate themselves into a corporation not for profit and to that end by these AMENDED AND RESTATED ARTICLES OF INCORPORATION state:

**1.0 DEFINITIONS.**

1.1 The following words and phrases when used in these Articles shall have the following meaning:

1.1.1 "ARTICLES" shall mean and refer to the Articles of Incorporation of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.

1.1.2 "ASSOCIATION OR MASTER ASSOCIATION" shall mean and refer to PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC., a Florida Corporation Not for Profit, its successor and assigns.

1.1.3 "BYLAWS" shall mean and refer to the Bylaws of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.

1.1.4 "BOARD OF DIRECTORS" shall mean and refer to the Board of Directors of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.

Robert W Wattwood, Esq.  
Florida Bar No.: 285641  
O'Brien, Riemenschneider, Kancilia & Lemonidis, P.A.  
1686 West Hibiscus Blvd.  
Melbourne, FL 32901  
(407)728-2800/(407)728-0002-FAX

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1.1.5 "COMMERCIAL TRACT" shall mean and refer to Commercial Tract 10 as shown on the Plat of PEBBLEBROOKE LAKES which has been included in the Project for the sole purpose of contributing to the Conservation Preserve and the surface water/stormwater management system and their maintenance and for no other purpose.

1.1.6 "CONSERVATION AREA" means a right or interest in real property which is appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition, retaining such areas as suitable habitat for fish, plants, or wildlife, retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

1.1.7 "CONSERVATION ASSESSMENTS" shall be defined as set forth in paragraph 1.1.7 of the MASTER DECLARATION.

1.1.8 "CONSERVATION PRESERVE" shall mean and refer to that portion of MASTER ASSOCIATION property which is to be maintained in its natural or permitted state and is designated on the Plat of PEBBLEBROOKE LAKES as Tracts 7 and 8.

1.1.9 "DECLARANT OR DEVELOPER" shall mean and refer to Kenneth P. Saundry, Sr., Kenneth P. Saundry, Jr., Pebblebrooke Lakes Limited Partnership, a Florida Limited Partnership, PEBBLEBROOKE PLAZA LIMITED PARTNERSHIP, a Florida limited partnership ("PEBBLEBROOKE PLAZA LIMITED PARTNERSHIP"), their successor's and/or assigns, or any other person, firm or corporation who currently owns or subsequently acquires any portion of Pebblebrooke Lakes with the intent to develop same. This shall not include any person, firm or corporation who acquires a homesite within a completed subdivision or phase thereof. Notwithstanding anything which may appear to the contrary in this Declaration, the rights, obligations and liabilities of PEBBLEBROOKE PLAZA LIMITED PARTNERSHIP, its successors and/or assigns, as "Declarant" or "Developer" hereunder shall be strictly limited to only those matters pertaining to the Commercial Tract, the Pebblebrooke Plaza Conservation Area, and the Conservation Assessments.

1.1.10 "LAND, SUBDIVISION OR PROJECT" shall mean and refer to PEBBLEBROOKE LAKES according to the Plat thereof as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Collier County, Florida and such other property as may be brought within the jurisdiction of the MASTER ASSOCIATION and as may be submitted to these covenants.

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1.1.11 "LAND USE DOCUMENTS" shall mean and refer to the Pebblebrooke Lakes Master Declaration of Covenants and Restrictions, the Articles of Incorporation, the Bylaws of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC., and the Rules and Regulations adopted from time to time by PEBBLEBROOKE LAKES MASTER ASSOCIATION. The Land Use Documents shall also include the Articles of Incorporation and Bylaws of PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC. and the Declaration of Covenants, Conditions and Restrictions for PEBBLEBROOKE LAKES, Phase 1 , as the same may now exist or may hereafter be amended and the Rules and Regulations adopted from time to time by PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC.. The Land Use Documents shall also include the Articles of incorporation, Bylaws and Declaration of Covenants and Restrictions, which may be imposed upon or created in connection with the development of Residential Tracts 4, 5, 6 and 9 , all as shown on the Plat of PEBBLEBROOKE LAKES.

1.1.12 "LOT" shall be defined as set forth in Paragraph 1.1.12 of the MASTER DECLARATION.

1.1.13 "MAINTENANCE ASSESSMENT" shall mean and refer to the Annual Assessment levied against the Residential Tracts for all maintenance management and operation of the MASTER ASSOCIATION and its property, both real and personal, except those assessments levied under Conservation Assessments as defined above.

1.1.14 "MASTER ASSOCIATION DOCUMENTS" shall mean and refer to the PEBBLEBROOKE LAKES MASTER DECLARATION OF COVENANTS AND RESTRICTIONS, the Articles of Incorporation and Bylaws of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC., as the same may now exist or may hereafter be amended and the Rules and Regulations adopted from time to time by the MASTER ASSOCIATION.

1.1.15 "MASTER ASSOCIATION PROPERTY OR COMMON AREA" shall include but not necessarily be limited to those Tracts of land shown on the plat of PEBBLEBROOKE LAKES and designated as follows:

<u>Description</u>	<u>Tract Identification</u>
Landscape Tracts	Tracts C-1 Through C-25 and Tracts C-20 Through C-25
Roads and Rights of Way Lakes	Tract R Tracts L-1 and L-2

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Conservation Tracts  
Recreation Tracts

Tracts 7 and 8  
Tracts 2 and 3

1.1.16 "MASTER DECLARATION" shall mean and refer to the PEBBLEBROOKE LAKES MASTER DECLARATION OF COVENANTS AND RESTRICTIONS.

1.1.17 "MEMBER" shall mean and refer to those persons or entities entitled to membership in the MASTER ASSOCIATION as provided in these Articles of Incorporation and the Bylaws of the Association.

1.1.18 "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, or Tract including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

1.1.19 "PEBBLEBROOKE LAKES" shall mean and refer to the planned residential community developed or to be developed upon the residential Tracts herein defined and to be established in accordance with the laws, ordinances, rules and regulations of all governmental agencies having jurisdiction thereof.

1.1.20 "PEBBLEBROOKE PLAZA CONSERVATION AREA" shall mean and refer to that portion of Conservation Tract 8 currently owned by PEBBLEBROOKE PLAZA LIMITED PARTNERSHIP, as legally described in Exhibit "A" to the Declaration.

1.1.21 "RESIDENTIAL TRACTS" shall mean and refer to PEBBLEBROOKE LAKES, PHASE 1, which contains the initial Lots to be platted, which lots are identified as lots 1 through 41 inclusive and lots 127 through 197 inclusive, and Residential Tracts 4, 5, 6 and 9 all as shown on the Plat of PEBBLEBROOKE LAKES. Residential Tracts 5, 6 and 9 are being held for future development. Residential Tract 4 is intended to be developed in conjunction with Residential Tract 5 and shall hereafter be considered a part of Residential Tract 5 for all purposes herein, including assessments, consents and approvals. There are no votes or director appointment rights allocated to Tract 4 and no separate approvals or consents required of the Tract 4 Owner. Furthermore, the Tract 4 Owner will not be a separate Member of the MASTER ASSOCIATION, its membership rights being vested in and allocated to the Owner of Tract 5.

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1.1.22 "RULES" shall mean and refer to any and all rules and regulations duly enacted and established by the Board of Directors of the MASTER ASSOCIATION.

1.1.23 "SURFACE WATER STORMWATER MANAGEMENT SYSTEM" Means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 F.A.C.

1.1.24 "TRACTS" shall mean and refer to both the Commercial and Residential Tracts shown on the Plat of PEBBLEBROOKE LAKES, and Phase 1 of Pebblebrooke Lakes.

**2.0 NAME.**

2.1 The name of this corporation shall be:

PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.  
(hereinafter referred to as the "MASTER ASSOCIATION").

**3.0 PURPOSE.**

3.1 The purposes and object of the MASTER ASSOCIATION shall be as follows:

3.1.1 To own and hold title to certain real and personal property for the use and benefit of its members.

3.1.2 To maintain, repair, reconstruct and operate all of the real property and improvements located thereon, recreation facilities, roadways, streets and rights of way, and other property, both real and personal, owned by the MASTER ASSOCIATION.

3.1.3 To preserve and maintain the value, character and conditions of all of the property of the MASTER ASSOCIATION both real and personal and all improvements thereto

3.1.4 To enforce the provisions of the LAND USE DOCUMENTS and Member Homeowner Association documents.

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3.1.5 To provide such services to the Members of the MASTER ASSOCIATION as the Board of Directors of the MASTER ASSOCIATION shall deem appropriate.

3.1.6 To preserve and maintain the Conservation Preserve in accordance with the South Florida Water Management District, Surface Water Management, or Wetland Resource Permit.

3.1.7 To undertake the performance of all acts and duties incident to the fulfillment of all of the purposes and objects of the MASTER ASSOCIATION, as well as those which may be directed by the terms, provisions, conditions and authorization of the documents affecting the MASTER ASSOCIATION, its members or its property, both real and personal.

#### **4.0 POWERS.**

4.1 The MASTER ASSOCIATION shall have the following powers:

4.1.1 The MASTER ASSOCIATION shall own, administer, manage and operate the MASTER ASSOCIATION property and maintain, repair and replace the MASTER ASSOCIATION property and the improvements and personal property located thereon pursuant to the provisions of the MASTER ASSOCIATION DOCUMENTS.

4.1.2 To exercise all of the powers and privileges and to perform all of the duties and obligations of the MASTER ASSOCIATION as set forth in the LAND USE DOCUMENTS.

4.1.3 Except as otherwise provided herein or in the LAND USE DOCUMENTS, to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicated for public use, or otherwise dispose of real or personal property in connection with the affairs of the MASTER ASSOCIATION;

4.1.4 Except as otherwise provided herein or in the MASTER ASSOCIATION documents to borrow money, and with the assent of Members holding seventy-five (75%) percent of the total Membership votes, mortgage, pledge, or hypothecated any or all of its real or personal property as security for money borrowed or debts incurred;

4.1.5 Except as otherwise provided herein or in the MASTER ASSOCIATION documents to dedicate, sell or transfer all or any part of the

lands owned by the MASTER ASSOCIATION to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by Members holding seventy-five (75%) percent of the total Membership votes, agreeing to such dedication, sale or transfer.

4.1.6 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional lands, provided that any such merger, consolidation or annexation shall have the assent of Members holding seventy-five (75%) percent of the total Membership votes;

4.1.7 To make and establish reasonable rules and regulations and amendments thereto governing the use of MASTER ASSOCIATION property, both real and personal.

4.1.8 To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Laws of the State of Florida, by law, may now or hereafter have or exercise.

4.1.9 To fix, levy against and collect assessments from the Owners and members of the MASTER ASSOCIATION to defray the common expenses of the MASTER ASSOCIATION as may be provided in the LAND USE DOCUMENTS, and for the maintenance, repair, replacement, management and operation of the property of the MASTER ASSOCIATION, including the right to fix, levy and collect assessments for the purpose of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal.

4.1.10 To levy and collect assessments from owners and members of the MASTER ASSOCIATION for the purpose of purchasing and maintaining insurance on the MASTER ASSOCIATION property, insurance for the protection of the MASTER ASSOCIATION, its officers, and directors and members, comprehensive general public liability and property damage insurance.

4.1.11 To maintain, repair, replace, operate and manage the property of the MASTER ASSOCIATION, including the right to reconstruct improvements after casualty and to make further improvement to the MASTER ASSOCIATION'S property and to grant easements, and rights of way to third parties.

4.1.12 To contract for the maintenance, repair, replacement, operation and management of the MASTER ASSOCIATION'S property and to delegate to such contractor all of the powers and duties of the MASTER ASSOCIATION except those which may be required by the MASTER ASSOCIATION documents to have approval of the Board of Directors or membership of the MASTER ASSOCIATION.

4.1.13 To enforce the provisions of the LAND USE DOCUMENTS as well as any rules and regulations adopted pursuant thereto, as the same may be hereafter established or amended.

4.1.14 To now or hereafter acquire and enter into leases and agreements of every nature, whereby the MASTER ASSOCIATION acquires leaseholds, memberships and other possessory or use interest in lands or facilities, including recreational and communal facilities, whether or not contiguous to lands comprising PEBBLEBROOKE LAKES to provide enjoyment, recreation, or other use or benefit to the members of the MASTER ASSOCIATION, all as may be deemed by the Board of Directors to be in the best interest of the MASTER ASSOCIATION.

4.1.15 To grant access to the platted lots in PEBBLEBROOKE LAKES, PHASE 1, and to Residential Tracts 4, 5, 6 and 9 as shown on the Plat of PEBBLEBROOKE LAKES as recorded in Plat Book \_\_\_\_\_ Page \_\_\_\_\_, Public Records of Collier County, Florida, and the Lots or Tracts contained therein, over the MASTER ASSOCIATION'S property, to such persons, firms, corporations or government bodies as the Board of Directors shall deem appropriate.

4.1.16 To employ personnel, retain independent contractors and professional personnel and enter into any supply, service, management or other agreements or contracts consistent with the purposes of the MASTER ASSOCIATION.

4.1.17 The MASTER ASSOCIATION shall have the irrevocable right of access to each Lot or Tract during reasonable hours, when necessary, for the maintenance, repair, or replacement of MASTER ASSOCIATION Property or for making emergency repairs necessary to prevent damage to the MASTER ASSOCIATION Property, or to any Lot or Tract.

4.1.18 To pay taxes and other charges, on or against property owned or accepted by the MASTER ASSOCIATION.

4.1.19 To charge recipients for services rendered by the MASTER ASSOCIATION and for use of MASTER ASSOCIATION Property where such is deemed appropriate by the Board of Directors of the MASTER ASSOCIATION and is permitted by law.

**5.0 MEMBERSHIP.**

5.1 The MASTER ASSOCIATION shall have five (5) members. The members shall be as follows:

5.1.1 PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION, NO. 1 INC., a Florida corporation Not for Profit, created for the purpose of operating and managing PEBBLEBROOKE LAKES, PHASE 1 and such other phases it shall deem appropriate.

5.1.2 PEBBLEBROOKE LAKES LIMITED PARTNERSHIP, a Florida limited partnership, it's successors and assigns as the Owner of Residential Tract 9 as shown on the Plat of PEBBLEBROOKE LAKES as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Collier Country, Florida. It is anticipated and planned, although not required, that this Parcel will be developed as PEBBLEBROOKE LAKES, PHASE 2, and at the time of its development PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION, NO. 1 will operate and manage said subdivision. In the event such development of Tract 9 as Phase 2 occurs, PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION, NO. 1 shall succeed PEBBLEBROOKE LAKES LIMITED PARTNERSHIP and/or it's successors and assigns as the member of the MASTER ASSOCIATION for this tract, and shall require its voting rights.

5.1.3 Kenneth P. Saundry, Sr., and Kenneth P. Saundry, Jr., their successors and assigns as the Owner of Residential Tract 5 as shown on the Plat of PEBBLEBROOKE LAKES as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Collier Country, Florida. It is anticipated, although not required, that this Parcel will be developed as PEBBLEBROOKE LAKES, PHASE 3, and at the time of its development a Homeowners Association will be created to operate and manage said subdivision. At the time Residential Tract 5 is developed and a Homeowners Association is created or the operation and management of this subdivision is undertaken by an existing Homeowners Association within PEBBLEBROOKE LAKES, then said Association shall succeed Kenneth P. Saundry, Sr. and Kenneth P. Saundry, Jr. and/or their successors and assigns as the member of the MASTER ASSOCIATION for this tract, and shall acquire their voting rights.

5.1.4 Kenneth P. Saundry, Sr., and Kenneth P. Saundry, Jr., their successors and assigns as the Owner of Residential Tract 6 as shown on the Plat of PEBBLEBROOKE LAKES as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Collier County, Florida. It is anticipated, although not required, that this Parcel will be developed as PEBBLEBROOKE LAKES, PHASE 4, and at the time of its development a Homeowners Association will be created to operate and manage said subdivision. At the time Residential Tract 6 is developed and a Homeowners Association is created or the operation and management of this subdivision is undertaken by an existing Homeowners Association within PEBBLEBROOKE LAKES then said Association shall succeed Kenneth P. Saundry, Sr. and Kenneth P. Saundry, Jr., and/or their successors and assigns as the member of the MASTER ASSOCIATION for this tract, and shall acquire its voting rights.

5.1.5 Pebblebrooke Plaza Limited Partnership, a Florida limited partnership, their successors and assigns as the owner of Commercial Tract 10 as shown on the Plat of PEBBLEBROOKE LAKES, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Collier County, Florida.

5.1.6 No other person, firm or corporation shall be or become a member of the MASTER ASSOCIATION unless said person, firm or corporation is a successor or assignee of an original member or their successor or assigns and has an ownership interest in some or all of the real property shown on the Plat of PEBBLEBROOKE LAKES, unless otherwise provided herein.

5.1.7 The interest of a member in the funds and assets of the MASTER ASSOCIATION cannot be assigned, hypothecated, or transferred in any manner whatsoever. The funds and assets of the MASTER ASSOCIATION shall belong solely to the MASTER ASSOCIATION, subject to the limitation that the same shall be expended, held or used for the benefit of the members and for the purposes authorized herein and in the other MASTER ASSOCIATION documents which may hereafter be adopted or amended.

## 6.0 VOTING RIGHTS.

6.1 On all matters on which the membership shall be entitled to vote, voting shall be as follows:

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6.1.1 PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION, NO. 1, INC., for PEBBLEBROOKE LAKES PHASE 1, shall be entitled to cast Five (5) votes. The votes for said member shall be cast by the representatives of said member appointed to the Board of Directors of the MASTER ASSOCIATION.

6.1.2 PEBBLEBROOKE LAKES LIMITED PARTNERSHIP for Residential Tract 9 shall be entitled to cast Three (3) votes. The votes for said member shall be cast by the representatives of said member appointed to the Board of Directors of the MASTER ASSOCIATION.

6.1.3 Kenneth P. Saundry, Sr. for Residential Tract 5 shall be entitled to cast four (4) votes. The votes for said member shall be cast by the representative of said member appointed to the Board of Directors of the MASTER ASSOCIATION. There will be no separate vote for Residential Tract 4.

6.1.4 Kenneth P Saundry, Sr. for Residential Tract 6 shall be entitled to cast two (2) votes. The votes for said member shall be cast by the representative of said member appointed to the Board of Directors of the MASTER ASSOCIATION.

6.1.5 Pebblebrooke Plaza Limited Partnership, a Florida limited partnership, for the Commercial Tract shall be entitled to cast one (1) vote. The vote for said member shall be cast by the representative of said member appointed to the Board of Directors of the MASTER ASSOCIATION.

6.2 The representative of each member appointed to the Board of Directors shall be the representative of the member who shall attend membership meetings and cast the vote of the member.

## **7.0 EXISTENCE AND DURATION.**

7.1 Existence of the MASTER ASSOCIATION shall commence with the filing of these Articles of Incorporation with the Secretary of State, for the State of Florida. The MASTER ASSOCIATION shall have perpetual existence.

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**8.0 INITIAL PRINCIPAL OFFICE.**

8.1 The initial principal office of the MASTER ASSOCIATION shall be located at 255 East Drive, Suite D, Melbourne, Florida 32904. 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.

**9.0 DIRECTORS.**

9.1 The affairs of the MASTER ASSOCIATION shall be administered by the Officers of the MASTER ASSOCIATION under the direction of the Board of Directors. The Board of Directors, at the time of the annual meeting and after their election by the members, shall convene and thereupon elect such Officers as the Board of Directors may deem appropriate. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent or such other managerial and supervisory personnel or entities to administer or assist in the maintenance, management and operation of the MASTER ASSOCIATION property and the affairs of the MASTER ASSOCIATION, and any such person or entity may be so employed without regard to whether such person or entity is a member of the MASTER ASSOCIATION or a Director or Officer of the MASTER ASSOCIATION, as the case may be.

9.2 The number of members of the Board of Directors of the MASTER ASSOCIATION shall be five (5). The number of members of a succeeding Board shall be as provided from time to time by the Bylaws of the MASTER ASSOCIATION. The members of the Board of Directors shall be appointed by the members of the MASTER ASSOCIATION as provided by the Bylaws of the MASTER ASSOCIATION. The members of the Board of Directors need not be members of the MASTER ASSOCIATION, nor need they be members of any member ASSOCIATION.

9.3 The names and post office addresses of the Board of Directors who, subject to the provisions of these Articles of Incorporation, the Bylaws, and the laws of the State of Florida, shall hold office until their successors are elected and have qualified, are as follows:

<u>Name</u>	<u>Address</u>
Kenneth P. Saundry, Sr.	255 East Drive, Suite D, Melbourne, Florida 32904

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Kenneth P. Saundry, Jr.

255 East Drive, Suite D,  
Melbourne, Florida 32904

Karen Pacyga

255 East Drive, Suite D.  
Melbourne, Florida 32904

Janice M. Saundry

255 East Drive, Suite D  
Melbourne, Florida 32904

George Vukobratovich

c/o Welsh Companies S.E., Inc.  
2400 9th Street N, Suite 101  
Naples, Florida 34103

9.4 The Officers of the MASTER ASSOCIATION who shall serve until their successors are elected and have qualified shall be the following:

PRESIDENT	Kenneth P. Saundry, Sr.
VICE PRESIDENT	George Vukobratovich
SECRETARY	Kenneth P. Saundry, Jr.
TREASURER	Kenneth P. Saundry, Jr.

**10.0 TAX ELECTION.**

10.1 The MASTER ASSOCIATION through its Board of Directors and Officers shall file the necessary annual election to become a "Homeowners Association" as defined in the Internal Revenue Code or similar provisions of corresponding law subsequently enacted. The MASTER ASSOCIATION shall be operated at all times in such a manner as to maintain its eligibility for tax-exempt status.

**11.0 PARAGRAPH 11.0 IS HEREBY DELETED IN ITS ENTIRETY**

**12.0 BYLAWS.**

12.1 The original Bylaws of the MASTER ASSOCIATION shall be adopted by a majority vote of the Board of Directors of the MASTER ASSOCIATION present at a meeting of the Board of Directors at which a quorum is present and, thereafter, such Bylaws may be altered, amended, or rescinded only as provided in the Bylaws.



**13.0 INDEMNIFICATION.**

13.1 Indemnity. The MASTER ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the MASTER ASSOCIATION) by reason of the fact that such person is or was a director, officer, employee, or agent of the MASTER ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fee), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the MASTER ASSOCIATION and with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful; except, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misfeasance or malfeasance in the performance of his or her duties to the MASTER ASSOCIATION, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the MASTER ASSOCIATION and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

13.2 Expenses. To the extent that a director, officer, employee, or agent of the MASTER ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 13.1 hereof, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or herein connection therewith.

13.3 Approval. Any indemnification under Paragraph 13.1 hereof (unless ordered by a court) shall be made by the MASTER ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in such paragraph 13.1 hereof. Such determination shall be made (a) by the Board of Directors by a

majority vote of a quorum consisting of directors who are not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members of the MASTER ASSOCIATION.

13.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the MASTER ASSOCIATION in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the MASTER ASSOCIATION as authorized in this Article.

13.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any Bylaw, agreement, vote of the members of the MASTER ASSOCIATION, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a director, officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

13.6 Insurance. The MASTER ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the MASTER ASSOCIATION, or is or was serving at the request of the MASTER ASSOCIATION as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against or arising out of his or her status as such, whether or not the MASTER ASSOCIATION would have the power to indemnify such person against such liability under the provisions of this Article.

#### **14.0 AMENDMENTS.**

14.1 Amendments. Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the MASTER ASSOCIATION acting upon a vote of the majority of the Directors, or by any member of the MASTER ASSOCIATION by instrument in writing signed by the member. Upon any Amendment or Amendments to the Articles of Incorporation being proposed by said Board of Directors, or Member, such proposed Amendment or Amendments shall be transmitted to the President of the MASTER ASSOCIATION or, in the absence of the President, such other Officer of the MASTER ASSOCIATION who shall thereupon call a special meeting of the members of the MASTER

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ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him or her of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the member at its post office address as it appears on the records of the MASTER ASSOCIATION, the postage thereon prepaid. Any member may waive such notice, by written waiver of notice. And, when such waiver of notice is filed in the records of the MASTER ASSOCIATION (whether before or after the holding of the meeting), it shall be deemed equivalent to the giving of such notice to such member. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of at least a seventy-five (75%) percent of the total votes available to be cast by the members of the MASTER ASSOCIATION entitled to vote thereon in order for such Amendment or Amendments to become effective. Thereupon, such amendment or amendments to these Articles of Incorporation shall be transcribed and certified by the President and Secretary of the MASTER ASSOCIATION as having been duly adopted and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a deed shall be filed with the Secretary of the State of Florida within twenty (20) days from the date on which the same became effective. Upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Collier County, Florida, not later than ten (10) days after said registration. Thereafter a copy of said Amendment or Amendments shall be mailed or delivered to all of the members of the MASTER ASSOCIATION, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any member of the MASTER ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the MASTER ASSOCIATION at or prior to such meeting. Notwithstanding anything to the contrary herein, no amendments may be made to these Articles that would diminish the drainage and/or surface water management rights afforded to the Commercial Tract without the prior written consent of PEBBLEBROOKE PLAZA LIMITED PARTNERSHIP, its specifically designated successors and/or assigns, which designation shall be made in a separate instrument to be recorded in the Public Records of Collier County, Florida.

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14.2 If all of the members of the MASTER ASSOCIATION shall execute an instrument amending these Articles of Incorporation, the same shall constitute, when duly registered in the Office of the Secretary of State, a valid amendment to these Articles of Incorporation, and it shall not be necessary for the meeting otherwise prescribed above to be held.

**15.0 MASTER ASSOCIATION ASSETS.**

15.1 In the event of a permanent dissolution of the MASTER ASSOCIATION, the Members may establish a successor nonprofit organization for the purpose of holding title to the MASTER ASSOCIATION assets and carrying out the duties and responsibilities of the MASTER ASSOCIATION hereunder. In the event no such organization is formed, then the assets shall be dedicated to Collier County, Florida, or other appropriate governmental entity or non-profit corporation with similar purposes. However, in no event shall Collier County, Florida (or any other governmental entity as may be applicable) be obligated to accept any dedication offered to it by the MASTER ASSOCIATION or the Members pursuant to this Section.

15.2 In the event of termination, dissolution or final liquidation of the MASTER ASSOCIATION, the responsibility for the operation and maintenance of the surface water or stormwater management system, including the Conservation Preserves, must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

**16.0 TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.**

16.1 No contract or transaction between the MASTER ASSOCIATION and one or more of its directors or officers, or between the MASTER ASSOCIATION and any other corporation, partnership, MASTER ASSOCIATION, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No director or officer of the MASTER ASSOCIATION shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

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16.2 The MASTER ASSOCIATION shall be free to contract with any Member, its directors and officer, and any other corporation in which any of them are interested.

16.3 Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized such a contract or transaction.

**17.0 INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT.**

17.1 The street address of the initial registered office of the MASTER ASSOCIATION is 255 East Drive, Melbourne, Florida 32904 and the initial registered agent of the MASTER ASSOCIATION at that address is Kenneth P. Saundry, Jr.

**18.0 DUTIES AND POWERS RELATED TO SURFACE WATER AND STORMWATER MANAGEMENT SYSTEMS FOR THE PROPERTY.**

18.1 The MASTER ASSOCIATION shall operate maintain and manage the surface water or stormwater management system(s), including the Conservation Preserve, in a manner consistent with the South Florida Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Individual lot owners will be required to maintain any portions of the systems located on individual Lots. 18.2 The MASTER ASSOCIATION shall levy and collect adequate assessments against members of the MASTER ASSOCIATION for the costs of maintenance and operation of the surface water or stormwater management system, including the Conservation Preserve, in accordance with the permit requirements and applicable district rules.

IN WITNESS WHEREOF, the President has affixed his signature this 6th day of May, 1998.

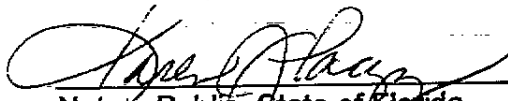
  
KENNETH P. SAUNDY, Sr., President

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STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument has been acknowledged before me this 6th of May, 1998, by Kenneth P. Saundry, President of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC. who acknowledges that he executed the foregoing Amended and Restated Articles of Incorporation for the purposes expressed in such Articles, and who is personally known to me and who did take an oath.

  
\_\_\_\_\_  
Notary Public, State of Florida

State of Florida at Large (Seal)  
My Commission Expires



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**CERTIFICATE OF AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.**

I, KENNETH P. SAUNDRY, SR., President and Director of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC., a Florida non profit corporation, do hereby certify to the Secretary of State, State of Florida, that the following resolution was approved by all the members entitled to vote and all the directors of the corporation by Written Consent, pursuant to the provisions of Florida Statutes, Sections 617.1002, 617.1006 and 617.1007:

**RESOLVED**, that pursuant to the provisions of the Articles of Incorporation of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC., the Articles of Incorporation are hereby amended and restated as set forth in Exhibit "A" attached hereto and incorporated herein by reference; and

**FURTHER RESOLVED**, that the President is hereby authorized to execute said Amended and Restated Articles of Incorporation and to file same with the Secretary of State.

**I DO HEREBY CERTIFY** that said resolutions have not been altered, amended, or rescinded, and that same are in full force and effect this 6th day of May, 1998.

PEBBLEBROOKE LAKES MASTER  
ASSOCIATION, INC.

By:   
KENNETH P. SAUNDRY, SR., President

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**WRITTEN CONSENT IN LIEU OF MEETING  
OF MEMBERS AND DIRECTORS OF  
PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.**

Pursuant to the provisions of Florida Statutes, Chapter 617, the undersigned, constituting all of the members entitled to vote and the directors of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC., (the "Corporation") hereby consent to the following action of the corporation and the Board of Directors of the corporation; direct that this consent be incorporated into the Minute Book of the Corporation; and waive any and all notice of any meeting to consider such action:

**RESOLVED**, that pursuant to the provisions of the Articles of Incorporation of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC., the Articles of Incorporation are hereby amended and restated as set forth in Exhibit "A" attached hereto and incorporated herein by reference; and

**FURTHER RESOLVED**, that the President is hereby authorized to execute said Articles and to file same with the Secretary of State.


Dated this 6th day of May, 1998


PEBBLEBROOKE LAKES LIMITED PARTNERSHIP, a Florida limited partnership

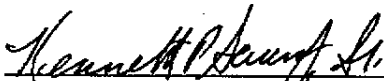
PEBBLEBROOKE PLAZA LIMITED PARTNERSHIP, a Florida limited partnership

By: SAUNDRY ASSOCIATES, INC., a Florida corporation, as general partner

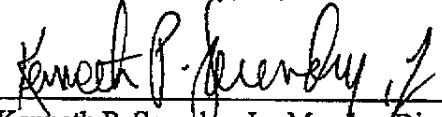
By: PEBBLEBROOKE DEVELOPMENT, INC., a Florida corporation, its sole general partner

By:   
Kenneth P. Saundry, Sr., President,  
Member

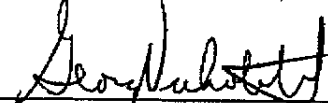
By:   
George Vukobratovich, President  
Member

  
Kenneth P. Saundry, Sr., Member/Director

  
KAREN PACYGA, Director

  
Kenneth P. Saundry, Jr., Member/Director

  
JANICE M. SAUNDRY, Director

  
GEORGE VUKOBRATOVICH, Director

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**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.**  
(A Corporation Not for Profit Under the Laws of the State of Florida)

Pursuant to the provisions of Chapter 617, Florida Statutes, and its Articles of Incorporation, the undersigned corporation adopts the following Amended and Restated Articles of Incorporation, as originally filed with the Secretary of State of the State of Florida on January 20, 1998.

The name of the corporation is  
**PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.**

In order to form a corporation not for profit under and in accordance with the provisions of the laws of the State of Florida, the undersigned does hereby associate themselves into a corporation not for profit and to that end by these AMENDED AND RESTATED ARTICLES OF INCORPORATION state:

**1.0 DEFINITIONS.**

1.1 The following words and phrases when used in these Articles shall have the following meaning:

1.1.1 "ARTICLES" shall mean and refer to the Articles of Incorporation of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.

1.1.2 "ASSOCIATION OR MASTER ASSOCIATION" shall mean and refer to PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC., a Florida Corporation Not for Profit, its successor and assigns.

1.1.3 "BYLAWS" shall mean and refer to the Bylaws of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.

1.1.4 "BOARD OF DIRECTORS" shall mean and refer to the Board of Directors of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.

Robert W Wattwood, Esq.  
Florida Bar No.: 285641  
O'Brien, Riemenschneider, Kancilia & Lemonidis, P.A.  
1686 West Hibiscus Blvd.  
Melbourne, FL 32901  
(407)728-2800/(407)728-0002-FAX

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1.1.5 "COMMERCIAL TRACT" shall mean and refer to Commercial Tract 10 as shown on the Plat of PEBBLEBROOKE LAKES which has been included in the Project for the sole purpose of contributing to the Conservation Preserve and the surface water/stormwater management system and their maintenance and for no other purpose.

1.1.6 "CONSERVATION AREA" means a right or interest in real property which is appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition, retaining such areas as suitable habitat for fish, plants, or wildlife, retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

1.1.7 "CONSERVATION ASSESSMENTS" shall be defined as set forth in paragraph 1.1.7 of the MASTER DECLARATION.

1.1.8 "CONSERVATION PRESERVE" shall mean and refer to that portion of MASTER ASSOCIATION property which is to be maintained in its natural or permitted state and is designated on the Plat of PEBBLEBROOKE LAKES as Tracts 7 and 8.

1.1.9 "DECLARANT OR DEVELOPER" shall mean and refer to Kenneth P. Saundry, Sr., Kenneth P. Saundry, Jr., Pebblebrooke Lakes Limited Partnership, a Florida Limited Partnership, PEBBLEBROOKE PLAZA LIMITED PARTNERSHIP, a Florida limited partnership ("PEBBLEBROOKE PLAZA LIMITED PARTNERSHIP"), their successor's and/or assigns, or any other person, firm or corporation who currently owns or subsequently acquires any portion of Pebblebrooke Lakes with the intent to develop same. This shall not include any person, firm or corporation who acquires a homesite within a completed subdivision or phase thereof. Notwithstanding anything which may appear to the contrary in this Declaration, the rights, obligations and liabilities of PEBBLEBROOKE PLAZA LIMITED PARTNERSHIP, its successors and/or assigns, as "Declarant" or "Developer" hereunder shall be strictly limited to only those matters pertaining to the Commercial Tract, the Pebblebrooke Plaza Conservation Area, and the Conservation Assessments.

1.1.10 "LAND SUBDIVISION OR PROJECT" shall mean and refer to PEBBLEBROOKE LAKES according to the Plat thereof as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Collier County, Florida and such other property as may be brought within the jurisdiction of the MASTER ASSOCIATION and as may be submitted to these covenants.

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1.1.11 "LAND USE DOCUMENTS" shall mean and refer to the Pebblebrooke Lakes Master Declaration of Covenants and Restrictions, the Articles of Incorporation, the Bylaws of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC., and the Rules and Regulations adopted from time to time by PEBBLEBROOKE LAKES MASTER ASSOCIATION. The Land Use Documents shall also include the Articles of Incorporation and Bylaws of PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC. and the Declaration of Covenants, Conditions and Restrictions for PEBBLEBROOKE LAKES, Phase 1 , as the same may now exist or may hereafter be amended and the Rules and Regulations adopted from time to time by PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC.. The Land Use Documents shall also include the Articles of incorporation, Bylaws and Declaration of Covenants and Restrictions, which may be imposed upon or created in connection with the development of Residential Tracts 4, 5, 6 and 9 , all as shown on the Plat of PEBBLEBROOKE LAKES.

1.1.12 "LOT" shall be defined as set forth in Paragraph 1.1.12 of the MASTER DECLARATION.

1.1.13 "MAINTENANCE ASSESSMENT" shall mean and refer to the Annual Assessment levied against the Residential Tracts for all maintenance management and operation of the MASTER ASSOCIATION and its property, both real and personal, except those assessments levied under Conservation Assessments as defined above.

1.1.14 "MASTER ASSOCIATION DOCUMENTS" shall mean and refer to the PEBBLEBROOKE LAKES MASTER DECLARATION OF COVENANTS AND RESTRICTIONS, the Articles of Incorporation and Bylaws of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC., as the same may now exist or may hereafter be amended and the Rules and Regulations adopted from time to time by the MASTER ASSOCIATION.

1.1.15 "MASTER ASSOCIATION PROPERTY OR COMMON AREA" shall include but not necessarily be limited to those Tracts of land shown on the plat of PEBBLEBROOKE LAKES and designated as follows:

<u>Description</u>	<u>Tract Identification</u>
Landscape Tracts	Tracts C-1 Through C-25 and Tracts C-20 Through C-25
Roads and Rights of Way	Tract R
Lakes	Tracts L-1 and L-2

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Conservation Tracts	Tracts 7 and 8
Recreation Tracts	Tracts 2 and 3

1.1.16 "MASTER DECLARATION" shall mean and refer to the PEBBLEBROOKE LAKES MASTER DECLARATION OF COVENANTS AND RESTRICTIONS.

1.1.17 "MEMBER" shall mean and refer to those persons or entities entitled to membership in the MASTER ASSOCIATION as provided in these Articles of Incorporation and the Bylaws of the Association.

1.1.18 "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, or Tract including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

1.1.19 "PEBBLEBROOKE LAKES" shall mean and refer to the planned residential community developed or to be developed upon the residential Tracts herein defined and to be established in accordance with the laws, ordinances, rules and regulations of all governmental agencies having jurisdiction thereof.

1.1.20 "PEBBLEBROOKE PLAZA CONSERVATION AREA" shall mean and refer to that portion of Conservation Tract 8 currently owned by PEBBLEBROOKE PLAZA LIMITED PARTNERSHIP, as legally described in Exhibit "A" to the Declaration.

1.1.21 "RESIDENTIAL TRACTS" shall mean and refer to PEBBLEBROOKE LAKES, PHASE 1 , which contains the initial Lots to be platted, which lots are identified as lots 1 through 41 inclusive and lots 127 through 197 inclusive, and Residential Tracts 4, 5, 6 and 9 all as shown on the Plat of PEBBLEBROOKE LAKES. Residential Tracts 5, 6 and 9 are being held for future development. Residential Tract 4 is intended to be developed in conjunction with Residential Tract 5 and shall hereafter be considered a part of Residential Tract 5 for all purposes herein, including assessments, consents and approvals. There are no votes or director appointment rights allocated to Tract 4 and no separate approvals or consents required of the Tract 4 Owner. Furthermore, the Tract 4 Owner will not be a separate Member of the MASTER ASSOCIATION, its membership rights being vested in and allocated to the Owner of Tract 5.

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1.1.22 "RULES" shall mean and refer to any and all rules and regulations duly enacted and established by the Board of Directors of the MASTER ASSOCIATION.

1.1.23 "SURFACE WATER STORMWATER MANAGEMENT SYSTEM" Means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 F.A.C.

1.1.24 "TRACTS" shall mean and refer to both the Commercial and Residential Tracts shown on the Plat of PEBBLEBROOKE LAKES, and Phase 1 of Pebblebrooke Lakes.

## 2.0 NAME.

2.1 The name of this corporation shall be:

PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.  
(hereinafter referred to as the "MASTER ASSOCIATION").

## 3.0 PURPOSE.

3.1 The purposes and object of the MASTER ASSOCIATION shall be as follows:

3.1.1 To own and hold title to certain real and personal property for the use and benefit of its members.

3.1.2 To maintain, repair, reconstruct and operate all of the real property and improvements located thereon, recreation facilities, roadways, streets and rights of way, and other property, both real and personal, owned by the MASTER ASSOCIATION.

3.1.3 To preserve and maintain the value, character and conditions of all of the property of the MASTER ASSOCIATION both real and personal and all improvements thereto

3.1.4 To enforce the provisions of the LAND USE DOCUMENTS and Member Homeowner Association documents.

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3.1.5 To provide such services to the Members of the MASTER ASSOCIATION as the Board of Directors of the MASTER ASSOCIATION shall deem appropriate.

3.1.6 To preserve and maintain the Conservation Preserve in accordance with the South Florida Water Management District, Surface Water Management, or Wetland Resource Permit.

3.1.7 To undertake the performance of all acts and duties incident to the fulfillment of all of the purposes and objects of the MASTER ASSOCIATION, as well as those which may be directed by the terms, provisions, conditions and authorization of the documents affecting the MASTER ASSOCIATION, its members or its property, both real and personal.

#### **4.0 POWERS.**

4.1 The MASTER ASSOCIATION shall have the following powers:

4.1.1 The MASTER ASSOCIATION shall own, administer, manage and operate the MASTER ASSOCIATION property and maintain, repair and replace the MASTER ASSOCIATION property and the improvements and personal property located thereon pursuant to the provisions of the MASTER ASSOCIATION DOCUMENTS.

4.1.2 To exercise all of the powers and privileges and to perform all of the duties and obligations of the MASTER ASSOCIATION as set forth in the LAND USE DOCUMENTS.

4.1.3 Except as otherwise provided herein or in the LAND USE DOCUMENTS, to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicated for public use, or otherwise dispose of real or personal property in connection with the affairs of the MASTER ASSOCIATION;

4.1.4 Except as otherwise provided herein or in the MASTER ASSOCIATION documents to borrow money, and with the assent of Members holding seventy-five (75%) percent of the total Membership votes, mortgage, pledge, or hypothecated any or all of its real or personal property as security for money borrowed or debts incurred;

4.1.5 Except as otherwise provided herein or in the MASTER ASSOCIATION documents to dedicate, sell or transfer all or any part of the

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lands owned by the MASTER ASSOCIATION to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by Members holding seventy-five (75%) percent of the total Membership votes, agreeing to such dedication, sale or transfer.

4.1.6 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional lands, provided that any such merger, consolidation or annexation shall have the assent of Members holding seventy-five (75%) percent of the total Membership votes;

4.1.7 To make and establish reasonable rules and regulations and amendments thereto governing the use of MASTER ASSOCIATION property, both real and personal.

4.1.8 To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Laws of the State of Florida, by law, may now or hereafter have or exercise.

4.1.9 To fix, levy against and collect assessments from the Owners and members of the MASTER ASSOCIATION to defray the common expenses of the MASTER ASSOCIATION as may be provided in the LAND USE DOCUMENTS, and for the maintenance, repair, replacement, management and operation of the property of the MASTER ASSOCIATION, including the right to fix, levy and collect assessments for the purpose of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal.

4.1.10 To levy and collect assessments from owners and members of the MASTER ASSOCIATION for the purpose of purchasing and maintaining insurance on the MASTER ASSOCIATION property, insurance for the protection of the MASTER ASSOCIATION, its officers, and directors and members, comprehensive general public liability and property damage insurance.

4.1.11 To maintain, repair, replace, operate and manage the property of the MASTER ASSOCIATION, including the right to reconstruct improvements after casualty and to make further improvement to the MASTER ASSOCIATION'S property and to grant easements, and rights of way to third parties.

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4.1.12 To contract for the maintenance, repair, replacement, operation and management of the MASTER ASSOCIATION'S property and to delegate to such contractor all of the powers and duties of the MASTER ASSOCIATION except those which may be required by the MASTER ASSOCIATION documents to have approval of the Board of Directors or membership of the MASTER ASSOCIATION.

4.1.13 To enforce the provisions of the LAND USE DOCUMENTS as well as any rules and regulations adopted pursuant thereto, as the same may be hereafter established or amended.

4.1.14 To now or hereafter acquire and enter into leases and agreements of every nature, whereby the MASTER ASSOCIATION acquires leaseholds, memberships and other possessory or use interest in lands or facilities, including recreational and communal facilities, whether or not contiguous to lands comprising PEBBLEBROOKE LAKES to provide enjoyment, recreation, or other use or benefit to the members of the MASTER ASSOCIATION, all as may be deemed by the Board of Directors to be in the best interest of the MASTER ASSOCIATION.

4.1.15 To grant access to the platted lots in PEBBLEBROOKE LAKES, PHASE 1, and to Residential Tracts 4, 5, 6 and 9 as shown on the Plat of PEBBLEBROOKE LAKES as recorded in Plat Book \_\_\_\_\_ Page \_\_\_\_\_, Public Records of Collier County, Florida, and the Lots or Tracts contained therein, over the MASTER ASSOCIATION'S property, to such persons, firms, corporations or government bodies as the Board of Directors shall deem appropriate.

4.1.16 To employ personnel, retain independent contractors and professional personnel and enter into any supply, service, management or other agreements or contracts consistent with the purposes of the MASTER ASSOCIATION.

4.1.17 The MASTER ASSOCIATION shall have the irrevocable right of access to each Lot or Tract during reasonable hours, when necessary, for the maintenance, repair, or replacement of MASTER ASSOCIATION Property or for making emergency repairs necessary to prevent damage to the MASTER ASSOCIATION Property, or to any Lot or Tract.

4.1.18 To pay taxes and other charges, on or against property owned or accepted by the MASTER ASSOCIATION.

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4.1.19 To charge recipients for services rendered by the MASTER ASSOCIATION and for use of MASTER ASSOCIATION Property where such is deemed appropriate by the Board of Directors of the MASTER ASSOCIATION and is permitted by law.

## **5.0 MEMBERSHIP.**

5.1 The MASTER ASSOCIATION shall have five (5) members. The members shall be as follows:

5.1.1 PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION, NO. 1 INC., a Florida corporation Not for Profit, created for the purpose of operating and managing PEBBLEBROOKE LAKES, PHASE 1 and such other phases it shall deem appropriate.

5.1.2 PEBBLEBROOKE LAKES LIMITED PARTNERSHIP, a Florida limited partnership, it's successors and assigns as the Owner of Residential Tract 9 as shown on the Plat of PEBBLEBROOKE LAKES as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Collier Country, Florida. It is anticipated and planned, although not required, that this Parcel will be developed as PEBBLEBROOKE LAKES, PHASE 2, and at the time of its development PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION, NO. 1 will operate and manage said subdivision. In the event such development of Tract 9 as Phase 2 occurs, PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION, NO. 1 shall succeed PEBBLEBROOKE LAKES LIMITED PARTNERSHIP and/or it's successors and assigns as the member of the MASTER ASSOCIATION for this tract, and shall require its voting rights.

5.1.3 Kenneth P, Saundry, Sr., and Kenneth P. Saundry, Jr., their successors and assigns as the Owner of Residential Tract 5 as shown on the Plat of PEBBLEBROOKE LAKES as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Collier Country, Florida. It is anticipated, although not required, that this Parcel will be developed as PEBBLEBROOKE LAKES, PHASE 3, and at the time of its development a Homeowners Association will be created to operate and manage said subdivision. At the time Residential Tract 5 is developed and a Homeowners Association is created or the operation and management of this subdivision is undertaken by an existing Homeowners Association within PEBBLEBROOKE LAKES, then said Association shall succeed Kenneth P. Saundry, Sr. and Kenneth P. Saundry, Jr. and/or their successors and assigns as the member of the MASTER ASSOCIATION for this tract, and shall acquire their voting rights.

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5.1.4 Kenneth P. Saundry, Sr., and Kenneth P. Saundry, Jr., their successors and assigns as the Owner of Residential Tract 6 as shown on the Plat of PEBBLEBROOKE LAKES as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Collier County, Florida. It is anticipated, although not required, that this Parcel will be developed as PEBBLEBROOKE LAKES, PHASE 4, and at the time of its development a Homeowners Association will be created to operate and manage said subdivision. At the time Residential Tract 6 is developed and a Homeowners Association is created or the operation and management of this subdivision is undertaken by an existing Homeowners Association within PEBBLEBROOKE LAKES then said Association shall succeed Kenneth P. Saundry, Sr. and Kenneth P. Saundry, Jr., and/or their successors and assigns as the member of the MASTER ASSOCIATION for this tract, and shall acquire its voting rights.

5.1.5 Pebblebrooke Plaza Limited Partnership, a Florida limited partnership, their successors and assigns as the owner of Commercial Tract 10 as shown on the Plat of PEBBLEBROOKE LAKES, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Collier County, Florida.

5.1.6 No other person, firm or corporation shall be or become a member of the MASTER ASSOCIATION unless said person, firm or corporation is a successor or assignee of an original member or their successor or assigns and has an ownership interest in some or all of the real property shown on the Plat of PEBBLEBROOKE LAKES, unless otherwise provided herein.

5.1.7 The interest of a member in the funds and assets of the MASTER ASSOCIATION cannot be assigned, hypothecated, or transferred in any manner whatsoever. The funds and assets of the MASTER ASSOCIATION shall belong solely to the MASTER ASSOCIATION, subject to the limitation that the same shall be expended, held or used for the benefit of the members and for the purposes authorized herein and in the other MASTER ASSOCIATION documents which may hereafter be adopted or amended.

## 6.0 VOTING RIGHTS.

6.1 On all matters on which the membership shall be entitled to vote, voting shall be as follows:

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6.1.1 PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION, NO. 1, INC., for PEBBLEBROOKE LAKES PHASE 1, shall be entitled to cast Five (5) votes. The votes for said member shall be cast by the representatives of said member appointed to the Board of Directors of the MASTER ASSOCIATION.

6.1.2 PEBBLEBROOKE LAKES LIMITED PARTNERSHIP for Residential Tract 9 shall be entitled to cast Three (3) votes. The votes for said member shall be cast by the representatives of said member appointed to the Board of Directors of the MASTER ASSOCIATION.

6.1.3 Kenneth P. Saundry, Sr. for Residential Tract 5 shall be entitled to cast four (4) votes. The votes for said member shall be cast by the representative of said member appointed to the Board of Directors of the MASTER ASSOCIATION. There will be no separate vote for Residential Tract 4.

6.1.4 Kenneth P Saundry, Sr. for Residential Tract 6 shall be entitled to cast two (2) votes. The votes for said member shall be cast by the representative of said member appointed to the Board of Directors of the MASTER ASSOCIATION.

6.1.5 Pebblebrooke Plaza Limited Partnership, a Florida limited partnership, for the Commercial Tract shall be entitled to cast one (1) vote. The vote for said member shall be cast by the representative of said member appointed to the Board of Directors of the MASTER ASSOCIATION.

6.2 The representative of each member appointed to the Board of Directors shall be the representative of the member who shall attend membership meetings and cast the vote of the member.

## **7.0 EXISTENCE AND DURATION.**

7.1 Existence of the MASTER ASSOCIATION shall commence with the filing of these Articles of Incorporation with the Secretary of State, for the State of Florida. The MASTER ASSOCIATION shall have perpetual existence.

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**8.0 INITIAL PRINCIPAL OFFICE.**

8.1 The initial principal office of the MASTER ASSOCIATION shall be located at 255 East Drive, Suite D, Melbourne, Florida 32904. 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.

**9.0 DIRECTORS.**

9.1 The affairs of the MASTER ASSOCIATION shall be administered by the Officers of the MASTER ASSOCIATION under the direction of the Board of Directors. The Board of Directors, at the time of the annual meeting and after their election by the members, shall convene and thereupon elect such Officers as the Board of Directors may deem appropriate. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent or such other managerial and supervisory personnel or entities to administer or assist in the maintenance, management and operation of the MASTER ASSOCIATION property and the affairs of the MASTER ASSOCIATION, and any such person or entity may be so employed without regard to whether such person or entity is a member of the MASTER ASSOCIATION or a Director or Officer of the MASTER ASSOCIATION, as the case may be.

9.2 The number of members of the Board of Directors of the MASTER ASSOCIATION shall be five (5). The number of members of a succeeding Board shall be as provided from time to time by the Bylaws of the MASTER ASSOCIATION. The members of the Board of Directors shall be appointed by the members of the MASTER ASSOCIATION as provided by the Bylaws of the MASTER ASSOCIATION. The members of the Board of Directors need not be members of the MASTER ASSOCIATION, nor need they be members of any member ASSOCIATION.

9.3 The names and post office addresses of the Board of Directors who, subject to the provisions of these Articles of Incorporation, the Bylaws, and the laws of the State of Florida, shall hold office until their successors are elected and have qualified, are as follows:

<u>Name</u>	<u>Address</u>
Kenneth P. Saundry, Sr.	255 East Drive, Suite D, Melbourne, Florida 32904

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Kenneth P. Saundry, Jr.	255 East Drive, Suite D, Melbourne, Florida 32904
Karen Pacyga	255 East Drive, Suite D. Melbourne, Florida 32904
Janice M. Saundry	255 East Drive, Suite D Melbourne, Florida 32904
George Vukobratovich	c/o Welsh Companies S.E., Inc. 2400 9th Street N, Suite 101 Naples, Florida 34103

9.4 The Officers of the MASTER ASSOCIATION who shall serve until their successors are elected and have qualified shall be the following:

PRESIDENT	Kenneth P. Saundry, Sr.
VICE PRESIDENT	George Vukobratovich
SECRETARY	Kenneth P. Saundry, Jr.
TREASURER	Kenneth P. Saundry, Jr.

**10.0 TAX ELECTION.**

10.1 The MASTER ASSOCIATION through its Board of Directors and Officers shall file the necessary annual election to become a "Homeowners Association" as defined in the Internal Revenue Code or similar provisions of corresponding law subsequently enacted. The MASTER ASSOCIATION shall be operated at all times in such a manner as to maintain its eligibility for tax-exempt status.

**11.0 PARAGRAPH 11.0 IS HEREBY DELETED IN ITS ENTIRETY**

**12.0 BYLAWS.**

12.1 The original Bylaws of the MASTER ASSOCIATION shall be adopted by a majority vote of the Board of Directors of the MASTER ASSOCIATION present at a meeting of the Board of Directors at which a quorum is present and, thereafter, such Bylaws may be altered, amended, or rescinded only as provided in the Bylaws.

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### **13.0 INDEMNIFICATION.**

**13.1 Indemnity.** The MASTER ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the MASTER ASSOCIATION) by reason of the fact that such person is or was a director, officer, employee, or agent of the MASTER ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fee), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the MASTER ASSOCIATION and with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful; except, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misfeasance or malfeasance in the performance of his or her duties to the MASTER ASSOCIATION, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the MASTER ASSOCIATION and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

**13.2 Expenses.** To the extent that a director, officer, employee, or agent of the MASTER ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 13.1 hereof, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or herein connection therewith.

**13.3 Approval.** Any indemnification under Paragraph 13.1 hereof (unless ordered by a court) shall be made by the MASTER ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in such paragraph 13.1 hereof. Such determination shall be made (a) by the Board of Directors by a

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majority vote of a quorum consisting of directors who are not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members of the MASTER ASSOCIATION.

13.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the MASTER ASSOCIATION in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the MASTER ASSOCIATION as authorized in this Article.

13.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any Bylaw, agreement, vote of the members of the MASTER ASSOCIATION, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a director, officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

13.6 Insurance. The MASTER ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the MASTER ASSOCIATION, or is or was serving at the request of the MASTER ASSOCIATION as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against or arising out of his or her status as such, whether or not the MASTER ASSOCIATION would have the power to indemnify such person against such liability under the provisions of this Article.

#### 14.0 AMENDMENTS.

14.1 Amendments. Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the MASTER ASSOCIATION acting upon a vote of the majority of the Directors, or by any member of the MASTER ASSOCIATION by instrument in writing signed by the member. Upon any Amendment or Amendments to the Articles of Incorporation being proposed by said Board of Directors, or Member, such proposed Amendment or Amendments shall be transmitted to the President of the MASTER ASSOCIATION or, in the absence of the President, such other Officer of the MASTER ASSOCIATION who shall thereupon call a special meeting of the members of the MASTER

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ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him or her of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the member at its post office address as it appears on the records of the MASTER ASSOCIATION, the postage thereon prepaid. Any member may waive such notice, by written waiver of notice. And, when such waiver of notice is filed in the records of the MASTER ASSOCIATION (whether before or after the holding of the meeting), it shall be deemed equivalent to the giving of such notice to such member. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of at least a seventy-five (75%) percent of the total votes available to be cast by the members of the MASTER ASSOCIATION entitled to vote thereon in order for such Amendment or Amendments to become effective. Thereupon, such amendment or amendments to these Articles of Incorporation shall be transcribed and certified by the President and Secretary of the MASTER ASSOCIATION as having been duly adopted and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a deed shall be filed with the Secretary of the State of Florida within twenty (20) days from the date on which the same became effective. Upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Collier County, Florida, not later than ten (10) days after said registration. Thereafter a copy of said Amendment or Amendments shall be mailed or delivered to all of the members of the MASTER ASSOCIATION, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any member of the MASTER ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the MASTER ASSOCIATION at or prior to such meeting. Notwithstanding anything to the contrary herein, no amendments may be made to these Articles that would diminish the drainage and/or surface water management rights afforded to the Commercial Tract without the prior written consent of PEBBLEBROOKE PLAZA LIMITED PARTNERSHIP, its specifically designated successors and/or assigns, which designation shall be made in a separate instrument to be recorded in the Public Records of Collier County, Florida.



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14.2 If all of the members of the MASTER ASSOCIATION shall execute an instrument amending these Articles of Incorporation, the same shall constitute, when duly registered in the Office of the Secretary of State, a valid amendment to these Articles of Incorporation, and it shall not be necessary for the meeting otherwise prescribed above to be held.

**15.0 MASTER ASSOCIATION ASSETS.**

15.1 In the event of a permanent dissolution of the MASTER ASSOCIATION, the Members may establish a successor nonprofit organization for the purpose of holding title to the MASTER ASSOCIATION assets and carrying out the duties and responsibilities of the MASTER ASSOCIATION hereunder. In the event no such organization is formed, then the assets shall be dedicated to Collier County, Florida, or other appropriate governmental entity or non-profit corporation with similar purposes. However, in no event shall Collier County, Florida (or any other governmental entity as may be applicable) be obligated to accept any dedication offered to it by the MASTER ASSOCIATION or the Members pursuant to this Section.

15.2 In the event of termination, dissolution or final liquidation of the MASTER ASSOCIATION, the responsibility for the operation and maintenance of the surface water or stormwater management system, including the Conservation Preserves, must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

**16.0 TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.**

16.1 No contract or transaction between the MASTER ASSOCIATION and one or more of its directors or officers, or between the MASTER ASSOCIATION and any other corporation, partnership, MASTER ASSOCIATION, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No director or officer of the MASTER ASSOCIATION shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

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16.2 The MASTER ASSOCIATION shall be free to contract with any Member, its directors and officer, and any other corporation in which any of them are interested.

16.3 Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized such a contract or transaction.

**17.0 INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT.**

17.1 The street address of the initial registered office of the MASTER ASSOCIATION is 255 East Drive, Melbourne, Florida 32904 and the initial registered agent of the MASTER ASSOCIATION at that address is Kenneth P. Saundry, Jr.

**18.0 DUTIES AND POWERS RELATED TO SURFACE WATER AND STORMWATER MANAGEMENT SYSTEMS FOR THE PROPERTY.**

18.1 The MASTER ASSOCIATION shall operate maintain and manage the surface water or stormwater management system(s), including the Conservation Preserve, in a manner consistent with the South Florida Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Individual Lot Owners will be required to maintain any portions of the systems located on individual Lots.

18.2 The MASTER ASSOCIATION shall levy and collect adequate assessments against members of the MASTER ASSOCIATION for the costs of maintenance and operation of the surface water or stormwater management system, including the Conservation Preserve, in accordance with the permit requirements and applicable district rules.

IN WITNESS WHEREOF, the President has affixed his signature this 6th day of May, 1998.

\_\_\_\_\_  
KENNETH P. SAUNDY, Sr., President

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STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument has been acknowledged before me this 6th of May, 1998, by Kenneth P. Saundry, President of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC. who acknowledges that he executed the foregoing Amended and Restated Articles of Incorporation for the purposes expressed in such Articles, and who is personally known to me and who did take an oath.

\_\_\_\_\_  
Notary Public, State of Florida

State of Florida at Large (Seal)  
My Commission Expires

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**CERTIFICATE OF AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.**

I, KENNETH P. SAUNDRY, SR., President and Director of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC., a Florida non profit corporation, do hereby certify to the Secretary of State, State of Florida, that the following resolution was approved by all the members entitled to vote and all the directors of the corporation by Written Consent, pursuant to the provisions of Florida Statutes, Sections 617.1002, 617.1006 and 617.1007:

**RESOLVED**, that pursuant to the provisions of the Articles of Incorporation of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC., the Articles of Incorporation are hereby amended and restated as set forth in Exhibit "A" attached hereto and incorporated herein by reference; and

**FURTHER RESOLVED**, that the President is hereby authorized to execute said Amended and Restated Articles of Incorporation and to file same with the Secretary of State.

**I DO HEREBY CERTIFY** that said resolutions have not been altered, amended, or rescinded, and that same are in full force and effect this 6th day of May, 1998.

PEBBLEBROOKE LAKES MASTER  
ASSOCIATION, INC.

By: \_\_\_\_\_  
KENNETH P. SAUNDRY, SR., President