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CUSTOMER NO: 3487A

CUSTOMER: Ms. Laurie Wright
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Sarasota, FL 34237

DOMESTIC FILING

NAME: THE RENAISSANCE OF SARASOTA
MASTER ASSOCIATION, INC.

EFFECTIVE DATE: -

XX ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Darlene Ward - EXT. 1135

EXAMINER'S INITIALS:

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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**ARTICLES OF INCORPORATION
OF
THE RENAISSANCE OF SARASOTA
MASTER ASSOCIATION, INC.**

I. NAME

The name of this Association shall be The Renaissance of Sarasota Master Association, Inc., hereinafter referred to as the "Association".

II. PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of Property within that area and development referred to as The Renaissance of Sarasota in the Declaration of Covenants and Restrictions for The Renaissance of Sarasota ("Declaration") recorded or to be recorded in the Public Records of Sarasota County, Florida.

B. To own and operate, manage, maintain, repair and replace the general and/or Common Areas and Common Facilities of The Renaissance of Sarasota (herein "The Renaissance"), including streets, drainage or stormwater management facilities, easements, structures, landscaping and other improvements in and/or benefitting The Renaissance for which the obligation to operate, manage, maintain, repair, and replace has been delegated and accepted by the Association.

C. To control the specifications, architecture, design, appearance, elevation and location of improvements and landscaping around all buildings and improvements of any type, including walls, fences, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in The Renaissance, as well as the alteration, improvement, addition and/or change thereto.

D. To provide or provide for private security, fire protection and such other services the responsibility for which has been or maybe accepted by the Association, and the capital improvements and equipment related thereto, in The Renaissance.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such real property, buildings, structures, street lights and other structures, landscaping, paving and equipment, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its members.

G. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration.

III. GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, By-Laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against the Property, perform the Association's duties and obligations as set forth in the Declaration, to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user for use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

H. To merge with any other association which may perform similar functions. located within the same general vicinity of the real property described in Article II Section 3 of the Declaration.

I. To own, acquire, manage, operate, maintain, repair and replace the Common Surface Water Management System, hereinafter referred to by name or together with other areas collectively as the "Common Area", as further described in the Declaration. The Common Surface Water Management System means those water management areas defined by Rule 40D-4.021(5), Florida Administrative Code. Examples of components of the Common Surface Water Management System include, but are not limited to, the following: streets, roads, rights-of-way, inlets, ditches, culverts, structures, retention and detention areas, ponds, lakes, flood plane compensation areas, wetland mitigation areas and conservation/preservation areas. Portions of the Common Surface Water Management System may be located on real property owned by Association or on real property owned by others and subject to easements benefitting the Association.

I. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

IV. MEMBERS

A. The members shall consist of the Property Owners in The Renaissance. The Property comprising The Renaissance is described in Article II, Section 1 of the Declaration as it may from time to time be amended pursuant to Article II, Section 3 of the Declaration.

B. "Developer," "Owner," "Lot," "Property," "Common Area," "Common Facilities" and any other defined term used herein, and elsewhere in these Articles shall have the same meaning and definition given those terms in the Declaration.

V. VOTING AND ASSESSMENTS

A. Subject to the provisions set forth below, every Owner shall have a voice in the affairs of the Association based upon the total acreage of his, her, or its Lot relative to the total acreage of all Lots in The Renaissance as determined in the manner provided in Section 2 of Article IV of the Declaration; provided, however, that such membership may be either by way of direct participation or by way of representation in lieu of direct participation in the following manner:

1. In the event a Lot subject to these Covenants and Restrictions shall be submitted to condominium ownership, voting rights for the Owners in the condominium project collectively shall be based upon the total acreage of the Lot submitted to that condominium project relative to the total acreage of all

Lots in The Renaissance (acreage calculations excluding exempt property referred to in Article V, Section 10, hereof). The organization of condominium unit owners which administers the affairs of the condominium shall be deemed to be the exclusive agent for and shall hold the exclusive and irrevocable proxy and authority to act for and vote in behalf of all of the unit owners of such condominium with respect to the affairs of Association, and the votes cast by such organization's representative shall conclusively bind the individual unit owners within such condominium; provided, however, that positive and negative votes cast by individual unit owners in voting on Association matters within their own organization shall retain their character as such and shall in turn be reported to Association and cast by said representative as positive and negative votes in the respective numbers originally cast.

2. As to all Lots subject to the Declaration which are not submitted to condominium ownership, Developer, the developer of the Lot, or the individual Owners within a specific subdivision, may create neighborhood or similar associations formed as non-profit corporations or associations under the laws of the State of Florida. In such event, voting rights for the Owners in the subdivision collectively shall be based upon the total acreage of the Lot or Lots submitted to the subdivision relative to the total acreage of all of the Lots in The Renaissance (acreage calculations excluding exempt property referred to in Article V, Section 10, hereof). Such corporations or associations shall administer the affairs of their respective individual neighborhoods or subdivisions and shall also be deemed to be the exclusive agent for and shall hold the exclusive and irrevocable proxy and authority to act for and vote in behalf of all of the Owners of Lots within its jurisdiction with respect to the affairs of Association and the votes cast by the representative of such neighborhood non-profit corporation or association shall conclusively bind the individual property owners within its jurisdiction; provided, however, that positive and negative votes cast by individual property Owners in voting on association matters within their own organization shall retain their character as such and shall in turn be reported to Association and cast by said representative as positive and negative votes in the respective numbers originally cast.
3. In those cases where property subject to the Declaration is neither submitted to condominium ownership nor the subject of neighborhood corporations or associations, individual Lot Owners shall participate directly in the affairs of Association and shall vote individually.
4. Membership and voting through representation as provided in subparagraphs (1) and (2), above, shall not disqualify an Association member from serving as an officer or director of the Association.
5. In the event that any Lot is owned by more than one party, each such owner shall be deemed to be a member of Association; provided, however, that such multiple ownership shall not alter the total vote attributable to each Lot or parcel of property and, further, such vote shall not be divided among the owners thereof, but shall be cast as a unit by one of such owners or an agent of such owners designated by a written instrument signed by and legally binding upon all such multiple owners.

B. The Developer shall have the right to appoint a majority of the Board of Directors of the Association so long as it owns at least one (1) Lot or any property which ultimately may be added as part of The Renaissance as described in Article II, Section 3 of the Declaration.

C. The Association will obtain funds with which to operate by assessment of the Lots in The Renaissance and its members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

VI. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) Directors. Directors need not be members of the Association and need not be residents of the State of Florida. There shall be three (3) Directors appointed by the Developer so long as the Developer has the right to appoint a majority of the Board of Directors. Elections shall otherwise be by plurality vote. At the first annual election to the Board of Directors the term of office of the two elected Directors receiving the highest plurality of votes shall be established at one (1) year. In addition, the Developer shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

B. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected or appointed and have qualified, are as follows:

Name	Address
J. Christopher Cobbs	3445 Peachtree Road Live Oak Center, Suite 250 Atlanta, GA 30326
W. Wade Pickard	511 Bay Street, Suite 309 Tampa, FL 33606
Amanda S. Brinegar	511 Bay Street, Suite 309 Tampa, FL 33606

VII. OFFICERS

A. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws. The names of the officers who are to manage the affairs of the Association until their successors are duly elected and qualified are:

President	W. Wade Pickard
Vice President	Amanda S. Brinegar
Treasurer	Terry Reis
Secretary	Amanda S. Brinegar

VIII. CORPORATE EXISTENCE

The Association shall have perpetual existence.

IX. BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

X. AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting Sarasota Renaissance, Limited Partnership, a Florida limited partnership or its successors or assigns as Developer of The Renaissance (as the same is defined in the Declaration) shall be effective without the prior written consent of said Sarasota Renaissance, Limited Partnership, or its successors or assigns, as Developer.

XI. ADDRESSES

The street address of the initial principal office of the Association is 511 Bay Street, Suite 309, Tampa, Florida, 33606, and the mailing address of the Association is the same.

XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.
2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in anyway the powers of the Association to indemnify under applicable law.

XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, 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 their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

XIV. DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by Developer (or its predecessor in interest) shall be returned to Developer, unless it refuses to accept the conveyance (in whole or in part).
2. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved as permitted by law.

C. Despite the foregoing, if the Association is dissolved, the property consisting of the Common Surface Water Management System shall be conveyed to an appropriate agency of local government, and that if not accepted, then the Common Surface Water Management System shall be dedicated to a similar non-profit corporation.

XV. INCORPORATOR

The name of the incorporator is F. Thomas Hopkins and his address is 2033 Main Street, Suite 600, Sarasota, Florida 34237.

XVI. REGISTERED AGENT

The street address of the corporation's initial registered office is 2033 Main Street, Suite 600, Sarasota, Florida 34237, and the name of its initial registered agent at that address is Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. (Attention: William W. Merrill III).

IN WITNESS WHEREOF, the said incorporator has hereto set his hand and seal this 16TH day of OCTOBER, 2000.



F. THOMAS HOPKINS, Incorporator

**ACCEPTANCE OF APPOINTMENT
AS REGISTERED AGENT FOR
THE RENAISSANCE OF SARASOTA MASTER ASSOCIATION, INC.**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 OCT 17 PM 3:40

Having been named to accept service of process for the above stated corporation, at the place designated in the corporation's Articles of Incorporation, the undersigned hereby acknowledges and accepts the appointment and agrees to act in this capacity, and it further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

DATED: OCTOBER 16, 2000.

ICARD, MERRILL, CULLIS, TIMM, FUREN &
GINSBURG, P.A.

By: 
Its President

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