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TALLAHASSEE, FLORIDA

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**502-8943**

**FLORIDA NON-PROFIT CORPORATION**

**TAMIAMI MASTER ASSOCIATION, INC.**

|                       |         |
|-----------------------|---------|
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ARTICLES OF INCORPORATION  
OF  
TAMIAMI MASTER ASSOCIATION, INC.  
(A Corporation Not-for-Profit)

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, acting as incorporator of a corporation not-for-profit under the laws of the State of Florida, as provided in Chapter 617, Florida Statutes, hereby adopts the following Articles of Incorporation for Tamiami Master Association, Inc. (the "Corporation"):

ARTICLE 1  
RECITALS

1.1 The Corporation has been formed for the purpose of purchasing and taking title to that certain residential manufactured housing community located in Lee County, Florida, commonly known as "Tamiami Village."

1.2 Tamiami Village is a master-planned community comprised of three (3) developments, as follows: (i) a platted subdivision (the "Subdivision") comprised in part of platted lots (the "Subdivision Lots") which are owned in fee simple by separate owners (the "Lot Owners"); (ii) a rental community (the "Rental Community") comprised in part of certain leasehold lots (the "Leasehold Lots") which are leased by mobile home tenants (the "Leaseholders") from the owner of Tamiami Village, pursuant to Chapter 723, Florida Statutes; and (iii) a recreational vehicle park (the "RV Park") which contains both transient and permanent tenancies (the "RV Occupants") governed pursuant to Chapter 513, Florida Statutes.

1.3 The Subdivision, and each of the Subdivision Lots, are subject to certain covenants and restrictions declared by the developer (the "Declarant") of Tamiami Village, its successors and assigns, as set forth in: (i) that certain Declaration of Restrictive Covenants Leesure Village, dated March 15, 1973 and recorded in O.R. Book 918, Page 159; as amended by Supplemental Declaration of Restrictive Covenants Leesure Village, dated March 15, 1973 and recorded in O.R. Book 918, Page 193; and as further amended by Amendment to Declaration of Restrictive Covenants, dated April 22, 1974 and recorded in O.R. Book 1034, Page 1288; and (ii) that certain Declaration of Conditions, Covenants, Charges,

Prepared by:  
David S. Bernstein, Esq., FL Bar #454400  
Ruden, McClosky, Smith, Schuster & Russell, P.A.  
150 Second Avenue North, 17<sup>th</sup> Floor  
St. Petersburg, Florida 33701  
(727) 895-1971

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Restrictions and Reservations Affecting Property Located in Tamiami Village, dated September 16, 1977 and recorded in O.R. Book 1226, Page 665, all in the Public Records of Lee County, Florida, as same may be modified or amended from time to time (collectively, the "Existing CCR's").

1.4 The Lot Owners are required to pay a certain monthly maintenance fee to the Declarant pursuant to the Existing CCR's (referred to herein as the "Subdivision Monthly Fee").

1.5 Certain Lot Owners desire to assist the Corporation in purchasing Tamiami Village by contributing the sum of Nine Thousand Five Hundred Dollars (\$9,500.00) each. Those Lot Owners have, therefore, formed a corporation (the "Subdivision Corporation") known as Tamiami Subdivision, Inc., a Florida not-for-profit corporation, and each of them shall be issued a membership certificate ("Subdivision Certificate") in the Subdivision Corporation.

1.6 Upon becoming a member ("Subdivision Member") in the Subdivision Corporation, the Subdivision Member shall remain subject to the Existing CCR's, but shall be (for only so long as they remain Subdivision Members) excused from paying the Subdivision Monthly Fee for a period of five (5) years commencing September 2002 (subject to the provisions of the bylaws of the Subdivision Corporation and the Corporation Documents (defined below)). Effective as of the expiration of such five (5) year period, the Subdivision Monthly Fee may once again be levied against each Subdivision Member pursuant to the Existing CCR's (as may be amended from time to time subsequent to the date hereof); provided, however, that at all times, the Subdivision Monthly Fee due and payable by the Subdivision Members of the Subdivision Corporation shall be (for only so long as they remain Subdivision Members) at least Seventy-One and No/100 Dollars (\$71.00) less per month (with respect to each Subdivision Lot and corresponding Subdivision Certificate) than the Subdivision Monthly Fee due and payable by non-members that are subject to the Existing CCR's.

1.7 Certain Leaseholders within the Rental Community also desire to assist the Corporation in purchasing Tamiami Village by contributing the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) each. Those Leaseholders have, therefore, formed a corporation (the "Cooperative Corporation") known as Tamiami Co-Op, Inc., a Florida not-for-profit corporation, and each of them shall be issued a membership certificate ("Cooperative Certificate") in the Cooperative Corporation.

1.8 The Cooperative Corporation shall be a leasehold cooperative, in which each participant shall be a member ("Cooperative Member").

1.9 The Cooperative Corporation shall enter into a ground lease (the "Ground Lease") to lease from the Corporation that portion of the Rental

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Community which consists of the Leasehold Lots of each of the Cooperative Members, and the Cooperative Corporation and each Cooperative Member shall be subordinate to and subject to the terms of the Ground Lease.

1.10 Each Cooperative Member shall enter into an occupancy agreement (the "Occupancy Agreement") with the Cooperative Corporation for the use and occupancy of their lot (the "Cooperative Lot") based upon that certain Declaration of Master Form Occupancy Agreement (the "Declaration") attached to the bylaws of the Cooperative Corporation as an exhibit, as same may be amended from time to time.

1.11 Each Cooperative Member shall be required to pay a monthly maintenance fee (the "Co-Op Fee") pursuant to the Declaration. The initial Co-Op Fee shall be Seventy-Five and No/100 Dollars (\$75.00) per month for the fiscal year of incorporation (2002-2003) and the Co-Op Fee shall be subject to increase pursuant to the bylaws of the Cooperative Corporation and the Bylaws of the Corporation, and as may otherwise be required by the Corporation from time to time.

1.12 The Cooperative Corporation and the Subdivision Corporation shall be the sole members ("Members") of the Corporation.

1.13 The Board of Directors of the Cooperative Corporation shall appoint four (4) members to serve on the Board of Directors of the Corporation, and the Board of Directors of the Subdivision Corporation shall appoint four (4) members to serve on the Board of Directors of the Corporation, all in accordance with their respective bylaws and the Bylaws for the Corporation. In the event of a conflict between the Bylaws of the Corporation and the bylaws for either the Subdivision Corporation or the Cooperative Corporation, the terms of the Bylaws of the Corporation shall control.

1.14 The Cooperative Corporation and the Subdivision Corporation and the members thereof shall be subject at all times to the Corporation and the "Corporation Documents" (which includes, in the aggregate, the Articles of Incorporation of the Corporation, the Bylaws of the Corporation, the Existing CCR's [with respect to the Subdivision Corporation and its members only], the rules and regulations adopted by the Corporation and all of the instruments and documents referred to or incorporated therein including, but not limited to, any amendment(s) thereto). The Cooperative Corporation and the members thereof shall also be subject at all times to the Ground Lease.

1.15 Notwithstanding the foregoing, in no event shall any member of the Subdivision Corporation or the Cooperative Corporation be deemed a member of the Corporation, and in no event shall any member of the Subdivision Corporation or

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the Cooperative Corporation have any voting rights or other legal rights with respect to the Corporation.

ARTICLE 2  
NAME

2.1 The name of the corporation is TAMIAMI MASTER ASSOCIATION, INC., a Florida not-for-profit corporation.

ARTICLE 3  
OFFICE

3.1 The initial principal office and mailing address of the Corporation, which office and/or mailing address may be changed from time to time by action of the Board of Directors, shall be located at:

16555 North Cleveland Avenue  
North Fort Myers, Florida 33903

ARTICLE 4  
REGISTERED OFFICE AND AGENT

4.1 The name of the Corporation's initial registered agent and street address of the office of the initial registered agent shall be:

David S. Bernstein, Esq.  
Ruden, McClosky, Et. Al., P.A.  
150 Second Avenue North, 17<sup>th</sup> Floor  
St. Petersburg, FL 33701

ARTICLE 5  
PURPOSE AND POWERS

5.1 The general purpose for which the Corporation is organized is to engage in, conduct and carry on all business required for the operation of that certain multi-phase, master-planned residential manufactured housing community known as "Tamiami Village."

5.2 The Corporation has the power to operate the residential manufactured housing community on behalf of the Members, the Lot Owners, the Subdivision

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Members, the Leaseholders, the Cooperative Members, and the RV Occupants and to engage in activities which are necessary, suitable or convenient for the accomplishment of that purpose, or which are incidental thereto or connected therewith.

5.3 The Corporation shall have the power to transact any or all lawful business for which corporations may be incorporated under Chapter 617, Florida Statutes, and shall have all the powers set forth in the Bylaws.

ARTICLE 6  
MEMBERSHIP

6.1 The Corporation shall be organized on a nonstock basis.

6.2 The Subdivision Corporation and the Cooperative Corporation shall be the two (2) sole members of the Corporation.

6.3 The membership of a Member, and the interest of a Member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner.

6.4 The Members of the Corporation shall have no voting rights (except as specifically provided in the Bylaws). All voting (except as specifically provided in the Bylaws) shall be done by the Board of Directors in accordance with the Bylaws of the Corporation.

ARTICLE 7  
BOARD OF DIRECTORS

7.1 The affairs of the Corporation will be managed by a Board of Directors consisting of nine (9) Directors. The initial Board of Directors shall serve until a new Board of Directors shall be appointed as provided in the Bylaws. All Directors shall be directors from the board of directors of the Subdivision Corporation (the "Subdivision Corporation Board") or the board of directors of the Cooperative Corporation (the "Cooperative Corporation Board").

7.2 Directors of the Corporation, other than the initial Directors, shall be appointed by the Subdivision Corporation Board and the Cooperative Corporation Board, at a meeting of each such board, in the manner determined by their respective bylaws consistent with the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

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7.3 The names and addresses of the Directors of the initial Board of Directors who shall hold office until their successors are elected and have qualified or until removed are as follows:

| <u>NAME</u>      | <u>ADDRESS</u>                                 |
|------------------|--|
| Jean DeLacey     | 242 Citron Way<br>N. Ft. Myers, FL 33903       |
| James Simpson    | 18 Mercury Lane<br>N. Ft. Myers, FL 33903      |
| Peter Longjohn   | 9007 Flamingo Circle<br>N. Ft. Myers, FL 33903 |
| Connie Novak     | 6 Mercury Lane<br>N. Ft. Myers, FL 33903       |
| Jules Caldwell   | #1 Venus Lane<br>N. Ft. Myers, FL 33903        |
| Chuck Jones      | 36 Galaxy Way<br>N. Ft. Myers, FL 33903        |
| William Hepner   | 2 Mercury Lane<br>N. Ft. Myers, FL 33903       |
| Max Ross         | 9014 Arbor Drive<br>N. Ft. Myers, FL 33903     |
| Martin T. Pozgay | 38 Dolphin Drive<br>Treasure Island, FL 33706  |

ARTICLE 8  
OFFICERS

8.1 The affairs of the Corporation shall be administered by the Officers designated by the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the appointment of the Board of Directors pursuant to the Bylaws (each election year), and shall serve at the pleasure of the Board of Directors.

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8.2 The names and addresses of the initial Officers who shall serve until their successors are designated by the Board of Directors, unless they sooner die, resign or are removed, are as follows:

| <u>NAME/OFFICE</u>              | <u>ADDRESS</u>                                 |
|---------------------------------|--|
| Jean DeLacey<br>President       | 242 Citron Way<br>N. Ft. Myers, FL 33903       |
| James Simpson<br>Vice President | 18 Mercury Lane<br>N. Ft. Myers, FL 33903      |
| Peter Longjohn<br>Treasurer     | 9007 Flamingo Circle<br>N. Ft. Myers, FL 33903 |
| Connie Novak<br>Secretary       | 6 Mercury Lane<br>N. Ft. Myers, FL 33903       |

8.3 All other provisions for membership and the rights and obligations of the Members shall be as determined by the Board of Directors from time to time, and shall be set forth in the Bylaws of the Corporation.

**ARTICLE 9  
INCORPORATOR**

9.1 The name and address of the person signing these Articles is:

David S. Bernstein, Esq.  
Ruden, McClosky, Et. Al., P.A.  
150 Second Avenue North, 17<sup>th</sup> Floor  
St. Petersburg, FL 33701

**ARTICLE 10  
DISSOLUTION**

10.1 The Corporation may be dissolved with the written consent of not less than two-thirds (2/3) of the votes of the Directors. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be either: (a) dedicated to an appropriate public agency to be used for purposes similar to those for which the Corporation was created (in which event, if such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other



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organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any Member or other private individual); or (b) distributed to the Members pursuant to a plan of distribution created pursuant to Chapter 617, Florida Statutes; or (c) as otherwise permitted by law.

ARTICLE 11  
DURATION

11.1 The Corporation shall have perpetual existence, effective upon filing these Articles.

ARTICLE 12  
BYLAWS

12.1 The Bylaws of the Corporation shall be initially adopted by a majority of the Board of Directors. Thereafter, the Bylaws may be altered, amended, or rescinded by a majority of the Board of Directors entitled to vote at any regular or special meeting of the Board of Directors duly called and convened.

ARTICLE 13  
AMENDMENT

13.1 Any amendment to these Articles shall require the assent of a majority of the Board of Directors. Notwithstanding the foregoing, these Articles shall not be amended in any manner, which would prejudice, abridge or alter the rights of the holder of any commercial mortgage or lien affecting all or any portion of Tamiami Village owned by the Corporation.

ARTICLE 14  
INDEMNIFICATION

14.1 Every Director and every Officer of the Corporation shall be indemnified by the Corporation to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or officer at the time such expenses are incurred; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the

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Corporation, and in the event a Director or Officer admits that he is, or is adjudged, guilty of willful misfeasance, or malfeasance in performance of his duties, the indemnification provisions of this Article 14 shall not apply. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such Director or Officer may be entitled.

ARTICLE 15  
NON PROFIT STATUS

15.1 No part of the earnings of the Corporation shall inure to the benefit of any individual or Member. The Corporation shall not carry on propaganda or otherwise act to influence legislation.

ARTICLE 16  
INFORMAL DIRECTOR ACTION

16.1 All of the Directors of the Corporation may act by written agreement without a meeting, as provided in the Bylaws.

IN WITNESS WHEREOF, for the purpose of forming the Corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of the Corporation, has executed these Articles of Incorporation this 20<sup>th</sup> day of August, 2002.

  
David S. Bernstein, Esq.

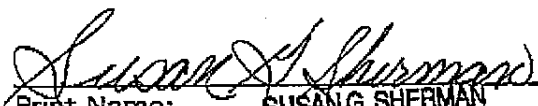
STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned officer, duly authorized to administer oaths and take acknowledgments, personally appeared David S. Bernstein, personally known to me and who, after being duly cautioned and sworn, deposes and says that he has affixed his name to the foregoing Articles of Incorporation of TAMIAMI MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, as incorporator of said corporation, for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

My Commission Expires:

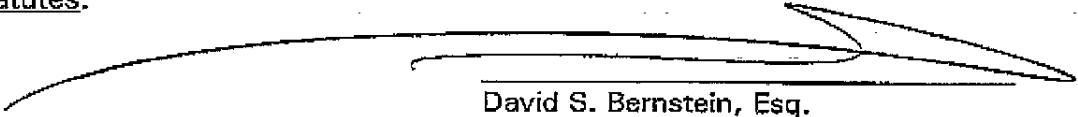


  
Print Name: SUSAN G. SHERMAN  
NOTARY PUBLIC

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ACCEPTANCE AND ACKNOWLEDGMENT

Pursuant to Section 617.0501, Florida Statutes, I hereby accept to act as registered agent of TAMIAMI MASTER ASSOCIATION, INC. and agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties and am familiar with and accept the obligations of Section 607.0505, Florida Statutes.



David S. Bernstein, Esq.  
Registered Agent

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