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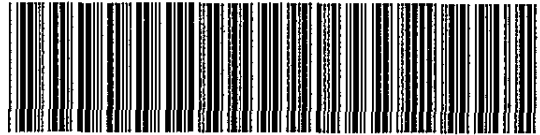
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November 17, 2004

Florida Division of Corporations
PO Box 6327
Tallahassee, FL 32314

Re: Filing Articles of Incorporation for Miramar at Lakewood Ranch Master Association, Inc.

Dear Division folks:

Enclosed are:

1. Original executed Articles of Incorporation for Miramar at Lakewood Ranch Master Association, Inc., and one copy.

3. Check for \$78.75 payable to Department of State.

Please file the Articles of Incorporation and return a certified copy of the Articles of Incorporation. Call if there are any questions or if you need additional information. Thank you.

Very truly yours,



Chad M. McClenathen

cc: Whitehall Homes at Miramar, Ltd., without enclosures.

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TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
MIRAMAR AT LAKEWOOD RANCH MASTER ASSOCIATION, INC.**

The following are adopted as the Articles of Incorporation of Miramar at Lakewood Ranch Master Association, Inc.

**ARTICLE I
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

1.1 Name and Address. The name of this corporation is Miramar at Lakewood Ranch Master Association, Inc. (herein referred to as the "Master Association"). The principal office shall be located at 290 Cocoanut Ave., Sarasota, Florida 34236. The Directors may change the location of the office, as needed.

**ARTICLE II
PURPOSES**

2.1 Purpose. The general nature, object and purposes of the Master Association are:

(a) To accept and hold title to, and manage and administer the use of, the Common Areas of that certain property to be known as "Miramar at Lakewood Ranch ", which property is located in Manatee County, Florida, and is more particularly described in that certain document entitled "Miramar at Lakewood Ranch Master Covenants," which is recorded in the Public Records of Manatee County, Florida (Master Covenants).

(b) To manage, operate, maintain and control the usage of all land and water areas and improvements intended for the common usage of all residential owners or tenants in Miramar at Lakewood Ranch, including, without limitation, the guardhouses and gates, roads, sidewalks, pedestrian, bicycle and other pathways, lakes, ponds, waterways, Lifestyle Center, swimming pool and hot tub, parks, landscaping, conservation areas and other similar common areas (and the improvements thereon) as may be set aside by the Developer of Miramar at Lakewood Ranch or transferred from time to time to the Master Association for the common use and benefit of all residential owners or tenant in Miramar at Lakewood Ranch, which areas are herein collectively referred to as "Common Area."

(c) To take such action as may be deemed appropriate to promote the health, safety and social welfare of the residential owners or tenants within Miramar at Lakewood Ranch.

(d) To provide, purchase, acquire, replace, improve, maintain, and/or repair all improvements of the Common Areas including, without limitation, buildings, structures, streets, recreational areas, sidewalks, street lighting, landscaping, equipment, furniture and furnishings, both real and personal, related to the promotion of the health, safety and social welfare of the residential owners or tenants in Miramar at Lakewood Ranch as the Board of Directors in its discretion may determine necessary or appropriate.

(e) To furnish or otherwise provide for private security, fire protection and such other services as the Board of Directors in its discretion determines necessary or appropriate, and to provide the capital improvements and equipment related thereto.

(f) To undertake and carry out all of the duties and obligations which may be assigned to it as the Master Association under the terms and provisions of the Master Covenants or any declarations of restrictions, cooperative bylaws, or condominium declarations applicable to the real property in Miramar at Lakewood Ranch.

(g) To operate without profit and for the sole and exclusive benefit of owners of

property in Miramar at Lakewood Ranch.

ARTICLE III GENERAL POWERS

3.1 Powers. The Master Association shall have all the powers and duties set forth in the Master Covenants, the laws of the State of Florida and these Articles of Incorporation, along with all the powers and duties reasonably necessary to maintain and manage the Master Association pursuant to the Master Covenants as it may be amended from time to time, including but not limited to the following:

(a) To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any and all real or personal property related to the purposes or activities of the Master Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Master Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

(b) To establish a budget and to fix assessments to be levied against the assessable property in Miramar at Lakewood Ranch pursuant to the Master Covenants for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Master Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

(c) To enter into agreements with condominium associations, the Village Association, and other property owners associations for the collection of such assessments.

(d) To place liens against any property subject to assessment in Miramar at Lakewood Ranch for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of the Master Association's business.

(e) To hold funds solely and exclusively for the benefit of the owners of property in Miramar at Lakewood Ranch for the purposes set forth in these Articles of Incorporation.

(f) To adopt, promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Master Association is organized.

(g) To delegate such of the powers of the Master Association as may be deemed to be in the Association's best interest by the Board of Directors.

(h) To charge recipients of services rendered by the Master Association and users of property of the Master Association as deemed appropriate by the Board of Directors.

(i) To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Master Association.

(j) To borrow money for the acquisition of property or for any other lawful purposes of the Master Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Master Association for borrowed monies, and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the real or personal property, or property rights or privileges, of the Master Association wherever situated.

(k) To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Master Association, the terms and provisions of the Master Covenants, and, wherever applicable or appropriate, the terms and provisions of any restrictions applicable to any portion of Miramar at Lakewood Ranch.

(l) In general, to have all powers that are or may be conferred upon a corporation not for profit by the laws of the State of Florida and the common law, except as prohibited herein.

(m) To protect, maintain, repair, replace and operate the surface water management system within Miramar at Lakewood Ranch, including easement areas, drainage facilities, ditches, retention and detention ponds, landscape buffers, wetland mitigation areas, and preservation easements in accordance with the lawful governmental authority, including but not limited to governmental regulations imposed by the Southwest Florida Water Management District and Manatee County.

3.2 Assets Held in Trust. All funds and properties acquired by the Master Association and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Master Covenants, these Articles of Incorporation and the Bylaws of the Master Association.

3.3 Limitation on Exercise of Power. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions of the Master Covenants and the Bylaws of the Master Association.

ARTICLE IV MEMBERS

4.1 Members. The Members of the corporation shall consist of all the condominium, cooperative, and homeowner associations that are Member Associations as defined under the Master Covenants.

4.2 Limitation on Transfer of Shares of Assets. The share of a Member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner.

4.3 Voting. On all matters to which the Members shall be entitled to vote directly, each Member shall be entitled to one vote for each of its assessments shares. Such vote shall be cast by the President, or vice-president in the absence of the President, of each Member Association and unless a different vote is required by the Master Covenants these Articles of Incorporation or the Bylaws of the Master Association, a simple majority shall rule.

ARTICLE V BOARD OF DIRECTORS

5.1 Board of Directors. The affairs of the Association shall be managed by a Board of Directors consisting initially of three (3) Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than three (3).

5.2 Members. Each Director shall be a member of a Member Association provided, however, that any Director who is a representative of the Developer need not be a Member of a Member Association.

5.3 Election of Directors. Subject to the rights of Developer reserved in the Bylaws of the Master Association, the Board of Directors shall be composed of the presidents of the Member Associations.

5.4 The names and addresses of the Members of the first Board of Directors, and the officers, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Ronald Mustari President
290 Cocoanut Ave.
Sarasota, Florida 34236

Daniel R. Lucas Vice-President
290 Cocoanut Ave.
Sarasota, Florida 34236

J.S. Andrews Secretary/Treasurer
290 Cocoanut Ave.
Sarasota, Florida 34236

ARTICLE VI OFFICERS

6.1 Officers. The officers of the Master Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary and a Treasurer, and such other Officers as the Board shall deem appropriate from time to time. The President and Vice President shall be elected from among the membership of the Board of Directors at its first meeting following the annual meeting of the Members of the Association. The Secretary and Treasurer shall also be elected at the annual meeting of the Board of Directors. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. Such officers under the direction of the Board of Directors shall administer the affairs of the Master Association. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the Bylaws. The initial officers of the corporation are set forth in Article V hereof.

ARTICLE VII CORPORATE EXISTENCE

7.1 Term. The Association shall have perpetual existence.

ARTICLE VIII BYLAWS

8.1 Bylaws. The Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE IX AMENDMENT TO ARTICLES OF INCORPORATION

9.1 Amendments. These Articles may be altered, amended or repealed upon a vote of the Directors representing a majority of the assessment shares. No amendment affecting the rights of Developer shall be effective without the prior written consent of Developer.

9.2 Limitation on Amendments. No amendment shall be made that is in conflict with Chapters 617 or 720, Florida Statutes.

9.3 Developer Amendments. Until such time as the Developer has transferred control of the Master Association to the members, these Articles of Incorporation and Bylaws may be amended by affirmative resolution of the Board of Directors of the Association without any notice, meeting or approval of

the members as otherwise generally provided in these Articles. However, no such amendment shall materially alter or modify the voting rights of the members or the general scheme of development provided in the Master Covenants, these Articles, and the Bylaws. Provided further, that no amendment to these Articles may otherwise be adopted by the members without the prior written consent of the Developer for so long as it has the right to control the Board of Directors of this Master Association.

9.4 Certification. A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Manatee County, Florida.

ARTICLE X REGISTERED OFFICE AND REGISTERED AGENT

10.1 Address and Registered Agent. The registered office of the corporation shall be at 290 Cocoanut Ave., Sarasota, Florida 34236 and the registered agent at such address shall be Ronald Mustari.

ARTICLE XI BUDGET AND EXPENDITURES

11.1 Budget. The Board of Directors shall annually adopt a budget for the operation of the Master Association for the ensuing year and for the purpose of levying assessments against all assessable property in Miramar at Lakewood Ranch, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

ARTICLE XII SUBSCRIBER

12.1 Subscriber: The name and street address of the initial subscriber of these Articles is Ronald Mustari, 290 Cocoanut Ave., Sarasota, Florida 34236.

ARTICLE XIII INDEMNIFICATION OF OFFICERS AND DIRECTORS

13.1. Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Section 607.0850, Florida Statutes (2002).

13.2 Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the voting interests of the members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

13.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE XIV DISSOLUTION OF THE ASSOCIATION

14.1 Expiration of Term. Upon expiration of the term of the Master Covenants, the

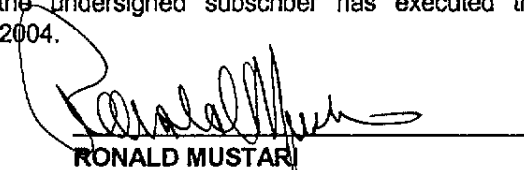
Master Association may be dissolved upon a resolution to that effect being approved by Members representing two-thirds of the assessment shares.

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

(a) Any property determined by the Board of Directors of the Master Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

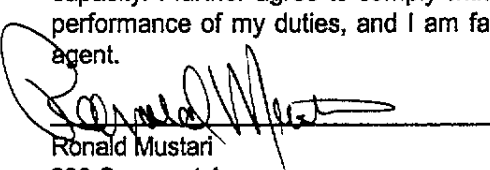
(b) All remaining assets, or the proceeds from the sale of such assets, shall be distributed among the Members in proportion to the assessment shares of each Member of the Master Association.

IN WITNESSETH WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 30th day of August, 2004.


RONALD MUSTARI

Acceptance of Duties as Registered Agent

Having been named as registered agent and to accept service of process for Miramar at Lakewood Ranch Master Association, Inc., I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.


Ronald Mustari
290 Coconut Ave.
Sarasota, Florida 34236

Date 8/30/04