

N06000011451

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H06000267129 3)))



H060002671293ABCD

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 205-0381

From:

Account Name : DYE, DEITRICH, PRATHER, PETRUFF & ST. PAUL
Account Number : I20020000003
Phone : (941) 748-4411
Fax Number : (941) 746-4302

FLORIDA PROFIT/NON PROFIT CORPORATION
WIREGRASS MASTER PROPERTY OWNERS ASSOCIATION, INC.

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$70.00

Electronic Filing Menu

Corporate Filing Menu

Help

VH

FILED
SECRETARY OF STATE
FAX AUDIT NO. H06000267129 3
DIVISION OF CORPORATIONS

**ARTICLES OF INCORPORATION
OF
WIREGRASS MASTER PROPERTY OWNERS ASSOCIATION, INC.
A Florida Corporation Not for Profit**

06 NOV -2 AM 10:29

In compliance with the provisions of Chapter 617, Florida Statutes, the undersigned, as Incorporator, hereby adopts, subscribes and acknowledges the following Articles of Incorporation for the purposes set forth below. Capitalized terms used in these Articles shall, unless otherwise expressly defined herein, have the meanings given to them in the Master Declaration (hereinafter defined).

**ARTICLE 1
Name**

The name of this corporation is: Wiregrass Master Property Owners Association, Inc. (the "Master Association").

**ARTICLE 2
Address of Principal Office and Mailing Address**

The Master Association's initial principal office is located at 3810 Northdale Boulevard, Tampa, Florida 33624, and the Master Association's initial mailing address is 3810 Northdale Boulevard, Tampa, Florida 33624.

**ARTICLE 3
Purposes and Powers**

3.1. The purpose for which the Master Association is formed is to provide an entity for the maintenance, preservation, management, control, administration, and operation of property in Pasco County, Florida, subject to the Master Declaration of Covenants for Wiregrass, recorded or to be recorded in the Public Records of Pasco County, Florida, as it may lawfully be amended and/or supplemented from time to time (the "Master Declaration"), and its exhibits thereto, as they may be lawfully amended and/or supplemented from time to time (collectively, the "Master Documents").

3.2. The Master Association shall have all of the common law and statutory powers of a corporation not for profit, including all the powers and duties reasonably necessary or convenient to carrying out its duties and responsibilities pursuant to the Master Documents, except as expressly limited or modified by the Master Documents, or law, including but not limited to the following specific powers and duties:

- (a) To levy, collect and enforce Assessments, as provided in the Master Documents, to defray the cost, expenses and losses of the Master Association, and to use the proceeds of Assessments in exercising the Master Association's powers and performing its duties.
- (b) To own, protect, maintain, repair, replace, and operate the Master Association Property.
- (c) To contract for and maintain such policy or policies of insurance as may be

PREPARED BY:
David K. Deitrich, Esquire
Dye, Deitrich, Prather, Petruff & St. Paul, P. L.
1111 3rd Avenue West, Suite 300
Bradenton, Florida 34205
(941)748-4411

FAX AUDIT NO.: H06000267129 3

FAX AUDIT NO.: H06000267129 3

required by the Master Documents, or as the Board deems necessary or desirable.

- (d) To enforce by legal means the provisions of the Master Documents, and any Rules and Regulations promulgated by the Master Association.
- (e) To enter contracts for the management or maintenance of the Master Association Property, and any other property of the Master Association, and property and facilities for which the Master Association has assumed responsibility for management or maintenance, and to delegate any powers and duties of the Master Association in connection therewith, except such powers or duties as may be expressly required by the Master Documents or by applicable law to be exercised by the Board or the Members.
- (f) To employ personnel, including accountants, architects, attorneys, appraisers, surveyors, engineers and other professional personnel, to furnish services required for the operation of Wiregrass.
- (g) To borrow money to carry out the other powers and duties of the Master Association, and to give security for any such borrowing, including but not limited to, granting a security interest or lien upon assets of the Master Association, including Assessments and other funds receivable by the Master Association, including any liens or lien rights associated therewith, all on terms approved by the Board.
- (h) To maintain and operate any landscaping, mitigation areas, drainage facilities, irrigation systems, and other areas or facilities associated with Wiregrass, which are the responsibility of the Master Association pursuant to the Governmental Approvals, or a Covenant to Share Costs, whether such facilities are within Wiregrass, adjacent thereto, or serve Wiregrass, as provided in the Master Declaration.
- (i) To enter into agreements, or acquire leaseholds, memberships and other possessory, ownership or use interests in lands or facilities, if they are intended to provide enjoyment, recreation or other use or benefit to the Owners, Community Associations, or Sub-Associations.
- (j) To reconstruct improvements after casualty and to further improve the Master Association Property.
- (k) To sue and be sued.
- (l) To acquire, own, hold, improve, maintain, repair, replace, convey, sell, lease, transfer and otherwise dispose of property of any kind or nature.
- (m) To operate and maintain and manage any Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas, as required by any applicable environmental resource permit issued with respect thereto by the Southwest Florida Water Management District ("SWFWMD"), or otherwise, if and as provided in the Master Declaration.
- (n) To contract for services to provide for the operation and maintenance of Surface

FAX AUDIT NO.: H06000267129 3

Water Management System Facilities.

- (o) To grant easements with respect to the Master Association Property, or to transfer Master Association Property or any interest therein to any public authority or utility in connection with exercise of the right of eminent domain, or to transfer maintenance responsibilities to governmental authorities as contemplated hereby, all without the consent or joinder of any Member.
- (p) To maintain, or supplement the maintenance of, any landscaping, irrigation, drainage, mitigation areas, or other improvements or facilities, within or adjacent to any public street or road within, adjacent to, or providing direct access to Wiregrass, or the improvements to such street or road, to the extent that same is not maintained by public authorities at an acceptable level, as determined by the Board.
- (q) To purchase Lots and Parcels, and other property, real and personal, and to acquire and hold, lease, mortgage and convey them, including but not necessarily limited to, the right to acquire Lots and Parcels at any foreclosure sale, or to accept a deed in lieu of foreclosure. The power to acquire, hold, convey, lease and mortgage property shall be exercised by the Board.
- (r) To exercise such other power and authority to do and perform every act or thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein, and as permitted by the applicable laws of the state of Florida and consistent with the Master Documents.
- (s) To exercise in any other power set forth in, or contemplated by, the Master Documents.

**ARTICLE 4
No Distributions**

The Master Association is organized and shall exist on a non-stock basis, does not contemplate pecuniary gain or profit to the Members thereof and is organized and shall exist solely for nonprofit purposes. No dividends shall be paid, and in no event shall the net earnings, income or assets of the Master Association be distributed to, or inure to the benefit of, its Members, Directors or Officers.

**ARTICLE 5
Term**

The period of duration of the Master Association is perpetual.

**ARTICLE 6
Membership**

6.1. The Members of the Master Association are all Owners of record legal title to one or more Lots or Parcels in the Master Community, Community Associations and Sub-Associations representing such Owners, and, prior to the Turnover Date, the Master Declarant, as more fully set out in the Master Documents.

6.2. The share of a Member in the funds and assets of the Master Association cannot be assigned or transferred in any manner except as an appurtenance to a Lot or Parcel, or, with respect to an association Member, an assignment of that association's duties and authority to a

FAX AUDIT NO.: H06000267129 3

successor organization.

6.3. Each Member shall have such rights and privileges, and be subject to such duties, obligations and restrictions, including restrictions governing the transfer of his membership, as are set forth in the Master Documents.

6.4. Members shall have such Voting Interests, if any, as may be provided in the Master Documents.

ARTICLE 7 Board of Directors

7.1. The affairs of the Master Association shall be administered by a Board of Directors comprised of at least three (3) but no more than nine (9) persons; provided, however, that the Board shall at all times be comprised of an odd number of Directors. The exact number of Directors shall be as provided in the Bylaws. Provisions regarding the qualification, election, term, removal and resignation of Directors shall be set forth in the Bylaws.

7.2. The initial Board of Directors shall be appointed by the Master Declarant and shall serve until such time as the Master Declarant appoints replacement Directors or until their successors have been qualified and duly elected in the manner provided in the Master Documents.

ARTICLE 8 Officers

The Officers of the Master Association shall consist of a President, Vice President, Secretary, Treasurer and such additional Officers as the Board of Directors may deem necessary or appropriate from time to time. The Officers of the Master Association shall be elected annually by the Board of Directors at the organizational meeting of each newly constituted Board and shall serve at the pleasure of the Board.

ARTICLE 9 Bylaws

The initial Bylaws of the Master Association shall be adopted by the initial Board of Directors and may be altered, amended or repealed in the manner provided therein.

ARTICLE 10 Indemnification

To the extent permitted by law, the Master Association shall indemnify and hold harmless every Director and every Officer of the Master Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by, or imposed on, him in connection with any legal proceeding, or settlement or appeal of such proceeding to which he may be made a party because of his being or having been, a Director or Officer of the Master Association. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that the actions or omissions to act of such Director or Officer were material to the cause adjudicated and involved one or more of the following:

- (a) willful misconduct or a conscious disregard for the best interests of the Master Association; or
- (b) a violation of criminal law, unless the Director or Officer had no reasonable cause

FAX AUDIT NO.: H06000287129 3

to believe his action was unlawful or had reasonable cause to believe his action was lawful; or

- (c) an act or omission which was committed in bad faith or with malicious purpose, or any manner exhibiting wanton or willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Master Association or a Member.

In the event of a settlement the right to indemnification shall not apply unless a majority of the disinterested directors approves the settlement as being in the best interests of the Master Association. The foregoing right to indemnification shall be in addition to, and not exclusive of, all the rights to which a Director or Officer may be entitled.

ARTICLE 11 Amendments

Amendments to these Articles may be adopted as follows:

11.1. During the time that the Master Declarant has the right to amend the Master Declaration, the Master Declarant may amend these Articles in any manner that is not prohibited by law, without the need for vote of the Members.

11.2. Subsequent to the Turnover Date, amendments to the Articles may be proposed by a majority of the Board, or upon written petition to the Board signed by Members entitled to cast not fewer than twenty-five (25%) of the total Voting Interests.

11.3. Any amendment to these Articles so proposed by the Board or Members shall be submitted to a vote of the Members entitled to vote thereon not later than the next annual meeting for which proper notice can be given.

11.4. Except as otherwise provided by law, a proposed amendment to these Articles shall be adopted if approved by a two thirds (2/3d) majority of the total Voting Interests at an annual or special meeting called for that purpose, or if approved in writing by a two thirds (2/3d) majority of the total Voting Interests without a meeting, provided that notice of any proposed amendment has been given to the Members entitled to vote thereon, and that the notice contains the text of the proposed amendment.

11.5. An amendment which is duly adopted pursuant to this Article shall be effective upon the filing with the Florida Department of State and subsequently recording a certified copy thereof in the Public Records, with the formalities required for the recording of an amendment to the Bylaws.

ARTICLE 12 Incorporator

The name and address of the Incorporator is:

David K. Deitrich
1111 Third Avenue West, Suite 300
Bradenton, Florida 34205

FAX AUDIT NO.: H06000267129 3

ARTICLE 13
Initial Registered Office and Agent

The address of the initial registered office of the Master Association shall be: 1111 Third Avenue West, Suite 300, Bradenton, Florida 34205, and the name of the initial registered agent at such address shall be David K. Deitrich.

ARTICLE 14
Dissolution

In the event of termination, dissolution or final liquidation of the Master Association, the control or right of access to any Master Association Property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility, and if not accepted, then the Surface Water Management System Facilities shall be conveyed to a non-profit corporation similar to the Master Association. For the purposes hereof, there shall be no obligation to transfer the Surface Water Management System Facilities if the Master Association is administratively dissolved by the Florida Department of State under circumstances which the Master Association does not intend such dissolution, and such intent is confirmed by the subsequent reinstatement of the Master Association.

IN WITNESS WHEREOF, the Incorporator has hereunto set his hand and seal or caused these Articles of Incorporation to be signed this November 2 day of Nov 2006.



DAVID K. DEITRICH

ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

David K. Deitrich, having been designated as the registered agent for the Master Association, hereby agrees to act in such capacity and acknowledges that he is familiar with, and accepts, the obligations of such position.

Dated: November 2, 2006.



DAVID K. DEITRICH

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 NOV +2 AM 10:29

I:\Docs\Wiregrass\MasterDocs\Association\Articles.2.0.CL.doc