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FLORIDA PROFIT/NON PROFIT CORPORATION
THE MARTIN MASTER PROPERTY OWNERS' ASSOCIATION, INC.

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ARTICLES OF INCORPORATION**OF****THE MARTIN****MASTER PROPERTY OWNERS' ASSOCIATION, INC.**

The undersigned, for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, certifies as follows:

ARTICLE 1 – NAME

The name of the corporation shall be The Martin Master Property Owners' Association, Inc.

ARTICLE 2 – DEFINITIONS AND PURPOSE

For convenience the corporation shall be referred to in this instrument as the "**Master Association**," these Articles of Incorporation as the "**Articles**," the Bylaws of the Master Association as the "**Bylaws**," and the Members of the Association as the "**Members**." The Master Association is organized by The Martin LLC, a Florida limited liability company (the "**Developer**"), for the purpose of providing an entity, pursuant to Chapters 617 and 720 of the Florida Statutes to administer and operate a mixed-use residential and commercial urban community in one building known as The Martin Building (the "**Project**"), that will contain residential and commercial condominium units (collectively, the "**Units**"), and various facilities, amenities and appurtenances, to be located on real property situated in Hillsborough County, Florida (the "**County**"). The Project is more particularly described in the "Master Declaration of Covenants, Conditions, Easements and Restrictions for The Martin Building" (the "**Master Declaration**"). Although two separate condominium associations (the "**Sub-Associations**") will administer and operate the Project's residential condominium (the "**Residential Condominium**") and commercial condominium (the "**Office Condominium**"), the Master Association will ultimately have jurisdiction and control over, and operate and administer the amenities and facilities used in common by all owners of Units (the "**Unit Owners**") as a non-condominium, umbrella master property owners' association. Capitalized terms used herein that are not otherwise defined herein shall have the same meaning as those set forth in the Master Declaration.

ARTICLE 3 – POWERS

The powers of the Master Association shall include and shall be governed by the following provisions:

3.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the terms of these Articles.

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3.2 Enumeration. The Master Association shall have all of the powers and duties set forth in Chapters 617 and 720 of the Florida Statutes as such Chapters exist on the date of the recording of the Master Declaration, and all of the powers and duties reasonably necessary to operate the Project pursuant to the Master Declaration, as the same may be amended from time-to-time, including those powers and duties set forth in these Articles and the Bylaws and those set forth in the Master Declaration, and including but not limited to the following:

(a) To make and collect Assessments and charges against Members to defray the costs, expenses and losses comprising the Common Expenses of the Master Association, including the ability to levy and collect late charges, interest and fines, provided that in any event the amount so levied and collected shall not exceed the maximum rates allowed by law.

(b) To use the proceeds of Assessments and charges in the exercise of its powers and duties.

(c) To buy or lease both real and personal property for use by the Project, and to pledge, mortgage, encumber and sell or otherwise dispose of any property so acquired.

(d) To maintain, repair, replace and operate the Project and property acquired or leased by the Master Association as Master Association Property, including without limitation, any surface water management system facilities, including any and all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

(e) To purchase hazard insurance upon all or part of the Project and insurance for the protection of the Master Association and its Members and occupants.

(f) To reconstruct and repair Improvements after casualty and to construct additional improvements of the Project.

(g) To make and amend reasonable Rules and Regulations respecting the use and appearance of the property in the Project.

(h) To sue and be sued and to enforce by legal means the provisions of the Master Declaration, these Articles, the Bylaws and the Rules and Regulations of the Master Association.

(i) To operate and manage the Project within the purpose and intent of the Master Declaration, and to contract for the management of the Project. The Master Association shall, however, retain at all times the powers and duties granted it.

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(j) To contract for the management or operation of portions of the Common Areas susceptible to separate management or operation, including specifically the operation of the Parking Garage and operation and maintenance of any surface water management system facilities, and to grant leases of portions of the Common Areas for this purpose, subject to the provisions of the Master Declaration.

(k) To employ personnel to perform the services required for proper operation of the Project, including but not limited to concierge services, security services, and Parking Garage operation, and to pay the costs thereof as a Common Expense of the Master Association.

(l) To borrow money for appropriate purposes upon approval by a majority of the Members.

(m) To assume and exercise any of the duties, obligations and powers of the Sub-Associations if, in the opinion of the Master Association, this shall be necessary for the proper operation or the health, safety or welfare of the Project, the Units or the occupants of the Project.

3.3 Purchase of Units. The Master Association shall have the power to purchase a Unit, provided that such purchase shall first receive the affirmative approval of not less a majority of the votes of the Members of the Master Association, except that no membership approval shall be required to purchase Units at foreclosure sales of liens for unpaid Assessments for Common Expenses or to acquire title to Units in lieu of a foreclosure of liens for Assessments for Common Expenses.

3.4 Master Association Property. All funds and the titles of all properties acquired by the Master Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Master Declaration, these Articles and the Bylaws.

3.5 Distribution of Income. The Master Association shall make no distribution of income to its Members, Directors or officers.

3.6 Limitation. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions of the Master Declaration, these Articles and the Bylaws.

ARTICLE 4 – MEMBERS AND VOTING

4.1 Membership and Voting Rights. The membership of the Master Association and the voting rights appertaining thereto shall be:

(a) **Class A.** Class A Membership shall consist of the Developer, which shall have five votes until such time as the Developer shall not be entitled to appoint the Board of Directors of either Sub-Association, or June 1, 2013, whichever ever occurs first. Thereafter Developer shall have no further votes.

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(c) **Class B.** Class B Membership shall consist of the two Sub-Associations administering the Residential Condominium and the Office Condominium, each of which shall be entitled to one vote.

4.3 Membership After Termination of Project. After termination of the Project, the Membership shall also consist of those who are Members at the time of the termination and their successors and assigns.

4.4 Sub-Association Merger/Consolidation. In the case of the transfer of the responsibility of a Sub-Association Member by merger, consolidation or otherwise, the surviving corporation shall succeed to the Sub-Association membership in the manner stated in the articles of merger or consolidation, provided that the same shall have been first approved by the Master Association.

4.5 Assignment. The share of a Member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the property interest or corporate status to which that share is appurtenant.

ARTICLE 5 – DIRECTORS

5.1 Number and Qualification. The affairs of the Master Association shall be managed by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three Directors, except that following turnover of control of the Master Association by the Developer, in the absence of a determination, the Board shall consist of five Directors. Directors need not be Members of the Master Association.

5.2 Duties and Powers. All of the duties and powers of the Master Association existing under applicable law, the Master Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required by law or by the Master Declaration, these Articles or the Bylaws.

5.3 Election; Removal. Directors of the Master Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

5.4 Term of First Directors. The first Board of Directors of the Master Association shall serve and be administered in accordance with the following guidelines and procedures:

(a) The Developer shall be entitled to appoint all members of the Board of Directors until such time as the Developer shall not be entitled to appoint the Board of Directors of either Sub-Association, or June 1, 2013, whichever occurs first. Thereafter, the Developer shall have no further votes.

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(b) Notwithstanding any provision herein to the contrary, the Developer may at any time relinquish its right to appoint Directors and cause its representatives to resign as Directors.

5.5 First Directors. The name and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Ken Stoltenberg 1101 Channelside Drive
Suite 240
Tampa, Florida 33602

Frank Bombeeck 1101 Channelside Drive
Suite 240
Tampa, Florida 33602

Don Scalf 1101 Channelside Drive
Suite 240
Tampa, Florida 33602

5.6 Director Standards. Each Director shall discharge his or her duties as a director in good faith, with the care an ordinary and prudent person in a like position would exercise under similar circumstances that is reasonably believed to be in the best interest of the Association. When discharging his or her duties, a Director may rely on information, opinions, reports or statements prepared or presented by: officers or employees of the Association who the Director believes are reasonably competent in the matter presented; legal counsel, public accountants or other persons who the Director believes are reasonably competent in the matter presented. A Director may not rely on information, opinions, reports or statements where the Director has knowledge regarding the matter that makes reliance unwarranted. A Director is not liable for and action taken as a Director, or for failure to take action, if the Director performed the duties of his or her office in compliance with the previously enumerated standards.

ARTICLE 6 – OFFICERS

The officers of the Master Association and their qualifications and duties shall be as described in the Bylaws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Ken Stoltenberg 1101 Channelside Drive
Suite 240
Tampa, Florida 33602

Vice President: Frank Bombeeck 1101 Channelside Drive
Suite 240
Tampa, Florida 33602

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Secretary: Frank Bombeeck

1101 Channelside Drive
Suite 240
Tampa, Florida 33602

Treasurer: Ken Stoltenberg

1101 Channelside Drive
Suite 240
Tampa, Florida 33602

ARTICLE 7 – INDEMNIFICATION

Every Director and officer of the Master Association, and every Member of the Master Association serving the Master Association at its request, shall be indemnified by the Master Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon such person in connection with any proceeding or any settlement of any proceeding to which such person may be a party, or in which such person may become involved by reason of that person being or having been a Director or officer of the Master Association, or by reason of that person serving or having served the Master Association at its request, whether or not that person is a Director or officer or is serving at the time the expenses are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of that person's duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being in the best interests of the Master Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which that person may be entitled. The Master Association shall have the right, as a Common Expense, to purchase the necessary insurance in order to provide coverage for the indemnification set forth above.

ARTICLE 8 – BYLAWS

The first Bylaws of the Master Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors and Members in the manner provided by the Bylaws.

ARTICLE 9 – AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members of the Master Association. Directors and Members not present in person or by proxy at any meeting considering the amendment may express their approval in writing, provided that the approval is delivered to the Secretary at or prior to the meeting. The approvals must be

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by a unanimous vote or written consent of the Members of the Master Association. The foregoing shall not be construed to prevent such amendments to be considered and approved by a written consent without a meeting if conducted according to applicable law.

9.3 Limitation. No amendment shall be made that conflicts with the Master Declaration. So long as the Developer retains ownership of any property in the Project, no amendment shall be passed which, in the sole discretion of the Developer, adversely affects the Developer's rights to market the Units without the Developer's written consent.

9.4 Recording. A copy of each amendment shall be filed with, accepted and certified by the Secretary of the State of Florida and be recorded in the public records of the County.

ARTICLE 10 – TERM

The term of the Master Association shall be perpetual. If the Master Association is dissolved, the control or right of access to the Project's real property containing any 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.

ARTICLE 11 – OFFICE

The Master Association shall initially have an office at 1101 Channelside Drive, Suite 240, Tampa, Florida 33602.

ARTICLE 12 – INCORPORATOR

The name and address of the incorporator of the Association are as follows:

Ken Stoltenberg

1101 Channelside Drive
Suite 240
Tampa, Florida 33602

ARTICLE 13 – EFFECTIVE DATE

This Master Association shall be effective from the date of filing with the Secretary of State.

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IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 24 day of January, 2007.


Ken Stoltenberg, Incorporator**CERTIFICATE OF DESIGNATION OF REGISTERED AGENT REGISTERED OFFICE**


Pursuant to the Provisions of Sections 607.0501 and 617.0501 of the Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement designating its registered office/registered agent, in the State of Florida.

The name of the corporation is The Martin Master Property Owners' Association, Inc. The name and address of the registered agent and office are:

Daniel G. Musca, Esq.

Tampa Business & Property Law
Source, P.A.
12004 Race Track Road
Tampa, Florida 33626

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in such capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


Daniel G. Musca, Registered Agent

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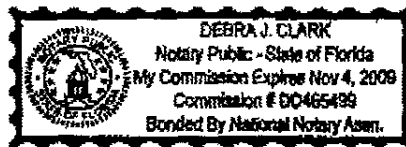
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STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Ken Stoltenberg, known to me to be the person described herein or having produced a Florida driver's license as identification that he is the person described herein and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

Executed and sealed by me at Tampa, Florida on this 24 day of January, 2007.



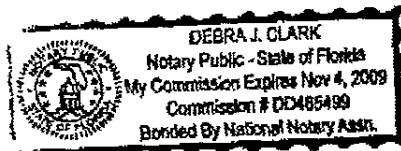
Debra J. Clark
NOTARY PUBLIC, State of Florida
Print Name: _____
Commission No.: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Daniel G. Musca, Esq., known to me to be the person described herein or having produced a Florida driver's license as identification that he is the person described herein and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

Executed and sealed by me at Tampa, Florida on this 24 day of January, 2007.



Debra J. Clark
NOTARY PUBLIC, State of Florida
Print Name: _____
Commission No.: _____

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