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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**ELEMENT MASTER ASSOCIATION, INC.**

Certificate of Status	<b>1</b>
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**COVER LETTER**

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TALLAHASSEE, FLORIDA

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**SUBJECT: ELEMENT MASTER ASSOCIATION, INC.**  
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the Articles of Incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☒ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

FROM: NED BLUMENTHAL  
Name (Printed or typed)

ONE ALLIANCE CENTER, 4TH FLOOR, 3500 LENOX ROAD  
Address

ATLANTA, GA 30326  
City, State & Zip

404-926-4500  
Daytime Telephone number

**NOTE: Please provide the original and one copy of the articles.**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION  
OF  
ELEMENT MASTER ASSOCIATION, INC.**

THE UNDERSIGNED INCORPORATOR, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Master Articles of Incorporation.

**ARTICLE I. NAME**

The name of the corporation shall be ELEMENT MASTER ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Master Association."

**ARTICLE II. DEFINITIONS**

The terms used in these Master Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions and Restrictions for Element ("Master Declaration"), to be recorded in the Public Records of Hillsborough County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE III. PURPOSE AND POWERS**

**Section 1. Purpose.** The purpose for which the Master Association is organized is to provide an entity for the operation and governance of the mixed-use project known as Element (the "Master Property"), located upon lands in Hillsborough County, Florida, said property being described in the duly recorded Master Declaration applicable thereto.

The Master Association shall not be operated for profit and shall make no distribution of income to its members, directors or officers and upon dissolution, all assets of the Master Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes (the "Act").

The Master Association shall operate, maintain and manage the Surface Water and Storm Water Management System (as defined in the Master Declaration) in a manner consistent with the Southwest Florida Water Management District ("District") permit ("District Permit") requirements and applicable District rules and shall assist in the enforcement of the Master Instruments which relate to the Surface Water or Storm Water Management System.

**Section 2. Powers.** The Master Association shall have all of the common-law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Master Articles, the Master Bylaws, the Master Declaration, or the Act, including, without limitation, the following:

- (a) the power and right to own and convey property;
- (b) the power to maintain and operate the Surface Water and Storm Water Management System located on the Master Property, including, the power to the power to contract for

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services to provide for operation and maintenance of the Surface Water and Storm Water Management System;

- (c) the power to make and amend rules and regulations as provided in the Master Declaration; and
- (d) the power and authority to make, levy, collect and enforce assessments and special charges and any other charges and/or fees as provided in the Master Instruments against Owners, in order to provide funds to pay for the costs of maintenance and operation of the Surface Water and Storm Water Management System located on the Master Property.

The Master Association shall have all of the powers and duties contemplated in these Master Articles, the Master Declaration, the Master Bylaws, and the Act together with all of the powers and the duties reasonably necessary to operate the Master Property pursuant to the Master Declaration as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Master Property.

**Section 3. Master Association Property.** All funds and the title to all properties acquired by the Master Association and their proceeds shall be held for the benefit and use of the Parcel Owners in accordance with the provisions of the Master Declaration, these Master Articles and the Master Bylaws.

**Section 4. Limitation.** The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Master Declaration, the Master Bylaws, and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Master Declaration and Master Bylaws.

#### **ARTICLE IV. TERM**

The term for which this Master Association shall exist shall be perpetual.

#### **ARTICLE VI. INCORPORATOR**

The name and address of the incorporator of this Master Association is as follows:

Ned Blumenthal, Esq.  
Weissman, Nowack, Curry & Wilco, P.C.  
One Alliance Center, 4<sup>th</sup> Floor  
3500 Lenox Road  
Atlanta, Georgia 30326

#### **ARTICLE VII. OFFICERS**

The officers of the Master Association shall be a President, Secretary and Treasurer and such other officers as the Master Board of Directors may from time to time determine. The officers of this Master Association shall be elected for a term of one (1) year, and until a successor shall be elected and qualified, by the Master Board of Directors in accordance with the provisions provided therefor in the Master Bylaws of the Master Association. The President must be a member of the Master Board of Directors.

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**ARTICLE VIII. DIRECTORS**

The affairs of the Master Association shall be managed by a Master Board of Directors. The method of appointment of directors shall be as stated in the Master Bylaws. The names and addresses of the members of the Master Board of Directors who shall serve as the first directors are:

Gregory J. Minder	601 N. Ashley Drive, Suite 600 Tampa, FL 33602
Larry Munn	817 West Peachtree Street, Suite 400 Atlanta, Georgia 30308
James B. Curran	817 West Peachtree Street, Suite 400 Atlanta, Georgia 30308

**ARTICLE IX. MASTER BYLAWS**

The initial Master Bylaws of the Master Association shall be attached as an exhibit to the Master Declaration and shall be adopted by the first Master Board of Directors.

**ARTICLE X. MEMBERS**

Membership in the Master Association shall automatically consist of and be limited to all of the record Parcel Owners. Transfer of Parcel ownership, either voluntary or by operation of law, shall terminate membership in the Master Association and said membership is to become vested in the transferee. The manner of designating voting members and exercising voting rights shall be determined by the Master Bylaws.

**ARTICLE XI. AMENDMENTS**

Amendments to these Master Articles of Incorporation shall be made in the following manner:

- (a) The amendment shall be adopted by a vote of the majority of directors.
- (b) Upon adoption, such amendment or amendments of these Master Articles shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of Florida. A certified copy of each such amendment of these Master Articles shall be recorded in the public records of Hillsborough County, Florida, within thirty (30) days from the date on which such amendment is filed in the office of the Secretary of State.

No amendment to these Master Articles of Incorporation shall be made which affects any of the rights and privileges provided to the Declarant in the Master Declaration without the written consent of the Declarant.

To the extent lawful, the Declarant may amend these Master Articles consistent with the provisions of the Master Declaration allowing certain amendments to be effected by the Declarant alone.

**ARTICLE XII. PRINCIPAL PLACE OF BUSINESS**

The principal place of business of the Master Association shall be 601 N. Ashley Drive, Suite 600, Tampa, FL 33602, or at such other place or places as may be designated from time to time.

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**ARTICLE XIII. REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the Master Association and the name of the initial registered agent at that address are:

J. Stephen Gardner, Esq.  
Gardner Law Group, P.A.  
101 S. Franklin Street, Suite 101  
Tampa, FL 33602

The registered agent shall maintain copies of all Southwest Florida Water Management District Permit and permit actions for the benefit of the Master Association.

**ARTICLE XIV. INDEMNIFICATION**

The Master Association shall indemnify to the fullest extent permitted under applicable Florida law any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Master Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, or (b) indemnification for such action is prohibited under applicable Florida law. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful. To the extent that a director, officer, employee or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Article.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of the Master Board, Parcel Owners, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Master Association, or is or was serving, at the request of the Master Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprises, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Master

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Association would have the power to indemnify him against such liability under the provisions of this Article.

Anything to the contrary herein notwithstanding, the provisions of this Article may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

#### **ARTICLE XV. DISSOLUTION OF THE MASTER ASSOCIATION**

The term for which this Master Association is to exist shall be perpetual. In the event of dissolution of the Master Association (unless same is reinstated), other than incident to a merger or consolidation, the Surface Water and Storm Water Management System facilities shall be conveyed to an appropriate governmental unit or public utility. In the event such governmental unit or public utility does not accept such conveyance of the Surface Water and Storm Water Management System facilities then, in such case, the Surface Water and Storm Water Management System facilities shall be conveyed to a similar non-profit corporation. The Master Association may otherwise be dissolved in accordance with the provisions of the Master Declaration and in accordance with Florida law.

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IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Master Articles of Incorporation to be executed this 24 day of January, 2007.

  
Ned Blumenthal, Esq., Incorporator

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**CERTIFICATE OF DESIGNATING PLACE OF BUSINESS  
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN  
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

**AND**

**ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Element Master Association, Inc., desiring to organize or qualify under the laws of the State of Florida with its principal place of business at 601 N. Ashley Drive, Suite 600, Tampa, FL 33602, has named J. Stephen Gardner, as its agent to accept service of process within Florida.

ELEMENT MASTER  
ASSOCIATION, INC., a Florida  
corporation not-for-profit

By: [Signature]  
Ned Blumenthal, Incorporator

Dated: 1/24/07

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I am familiar with and accept the appointment as Registered Agent and agree to act in this capacity.

By: [Signature]  
J. Stephen Gardner

Dated: 1/24/07

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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