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Florida Department of State

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FLORIDA PROFIT/NON PROFIT CORPORATION
BRANAN-FIELDS COMMUNITY ASSOCIATION, INC.

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fax No. 0669, P. 2



July 16, 2014

FLORIDA DEPARTMENT OF STATE
Division of Corporations

GRAYROBINSON, P.A.

SUBJECT: BRANAN FIELD COMMUNITY MASTER ASSOCIATION, INC.
REF: W14000042765

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
BRANAN FIELD COMMUNITY MASTER ASSOCIATION, INC.**

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in that certain Declaration of Covenants Easements and Restrictions for Branan Field recorded in the Public Records of Clay County, Florida, as it may be modified and supplemented from time to time (the "Declaration").

ARTICLE I – NAME

The name of the corporation is BRANAN FIELD COMMUNITY MASTER ASSOCIATION, INC., hereinafter referred to as the "Master Association."

ARTICLE II – TERM OF EXISTENCE

This Master Association shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE III – REGISTERED AGENT/OFFICE

The name of the Registered Agent and the Registered Office address of the Master Association is:

Terry A. Moore
50 N. Laura Street, Suite 1100
Jacksonville, Florida 32202

ARTICLE IV – PRINCIPAL OFFICE

The principal office of the Master Association shall be located at 2380 Sadler Road, Suite 201 Fernandina Beach, Florida 32034; but the Master Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE V – PURPOSE AND POWERS

The Master Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes, and to provide for the maintenance, preservation and architectural control of all Improvements on the Property and the Common Area, all within that certain tract of land described in the Declaration (the "Property"), as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Master Association, who shall be the Owners of the Building Sites. For such purposes, the Master Association shall have and exercise the following authority and powers:

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1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Master Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws. The Declaration is incorporated herein by this reference as if set forth in detail.

2. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Master Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Master Association.

3. To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property or any improvements thereon in connection with the affairs of the Master Association.

4. To borrow money and, with the assent of seventy-five percent (75%) of the holders of votes at a duly noticed meeting of members at which a quorum is present in person or by proxy, to mortgage, pledge or hypothecate any and all of the Master Association's real or personal property as security for money borrowed or debts incurred.

5. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

6. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, as more fully provided in the Declaration.

7. To make, establish and amend reasonable rules and regulations governing the use of the Building Sites and Common Area.

8. To maintain, repair, replace, operate and manage the Common Area.

9. To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Area.

10. To exercise architectural control over Improvements within the Property pursuant to the rights granted to the Master Association in the Declaration.

11. To have and to exercise any and all powers, rights and privileges which a corporation organized under the law of the State of Florida may now or hereafter have or exercise.

12. To timely file all required corporate filings with the Florida Secretary of State's office.

All of the Master Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended (the "Code"), and no part of the assets of this Master Association shall inure to the benefit of any individual Member or any other person. The Master Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Master Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Master Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, federal and state law. In addition, the Board of Directors shall also have the right to exercise

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the powers and duties set forth in the Bylaws.

ARTICLE VI – MEMBERSHIP

1. Every person or entity who is record owner of a fee or undivided fee interest in any Lot or Building Site, including the Developer, and contract sellers, shall be a Member of the Master Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Building Site which is subject to assessment by the Master Association.

2. The transfer of the membership of any Owner shall be established by the recording in the public records of Clay County of a deed or other instrument establishing a transfer of record title to any Lot or Building Site for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Master Association shall not be obligated to recognize such a transfer of membership until such time as the Master Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Lot or Building Site. It shall be the responsibility and obligation of the former and new Owner of the Lot or Building Site to provide such copy to the Master Association.

3. The interest 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 Lot or Building Site owned by such Member.

ARTICLE VII – VOTING RIGHTS

The Master Association shall have two classes of voting membership:

1. **CLASS A.** Class A members shall be all Lot, Building Site or Parcel Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot, Building Site or Parcel owned. When more than one person holds an interest in any Lot, Building Site or Parcel, all such persons shall be members, but in no event shall more than one vote be cast with respect to any Lot, Building Site or Parcel.

2. **CLASS B.** Class B member shall be the Developer, who shall be entitled to one hundred (100) votes for each Lot, Building Site or Parcel owned. The Class B membership shall cease and be converted to Class A membership ("Turnover") on the happening of any of the following events, whichever occurs earlier:

- a. When the Developer owns less than one (1) acre of the Property, or
- b. At such earlier time as the Developer, in its sole discretion, may elect (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Master Association).

After Turnover, the Members of the Master Association may vote to elect the majority of the Board of Directors. After Turnover, the Developer shall have one vote for each Lot or Building Site owned by the Developer. After Turnover, for so long as the Developer owns at least five percent (5%) of the Lots or Building Sites within the Property, the Developer may appoint the minority of the Board of Directors or not less than one (1) Director.

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ARTICLE VIII – BOARD OF DIRECTORS

The affairs of this Master Association shall be managed by a Board of Directors, who shall be Members of the Master Association, provided, however, that until Turnover, the Directors need not be Members of the Master Association. Initially there shall be one (1) Director of the Master Association. The first Board of Directors after Turnover shall include five (5) Directors, unless there are fewer than five (5) Members willing to serve on the Board of Directors, in which case the Board of Directors shall include three (3) Directors. After the first post-Turnover Board of Directors is elected, the Members of the Master Association may vote to increase the number of Directors on the Board of Directors to a maximum of seven (7) Directors, by amending these Articles of Incorporation in accordance with the Amendment requirements set forth in Article XII of these Articles.

The name and address of the person who will act in the initial capacity of Director is as set forth below and who shall serve in such capacity until the selection and qualification of his successors is:

<u>Name</u>	<u>Address</u>
Steven W. Sell	2380 Sadler Road, Suite 201 Fernandina Beach, Florida 32034

Until Turnover, the Board of Directors shall consist of Directors, appointed by the Members of the Master Association, who shall serve until those Members no longer have the right to appoint any Directors.

At the first annual meeting after Turnover, the Members shall elect one-third (1/3) of the Directors to be elected by the Members for a term of one (1) year, one-third (1/3) of the Directors to be elected by the Members for a term of two (2) years and one-third (1/3) of the Directors to be elected by the Members for a term of three (3) years (should the membership of the Board of Directors not be divisible by three, then the directors should be made as nearly equal as possible). At each annual meeting thereafter, the Members shall elect the Directors to be elected by the Members for terms of three (3) years; provided however, for so long as the Member has the right to appoint the minority of the Directors or at least one Director, the Member shall appoint and replace such persons at its sole discretion. (After Turnover and for so long as the Member owns at least five percent (5%) of the Lots or Building Sites within the Property, the Member may appoint the minority of the Board of Directors or not less than one (1) Director). Any vacancy on the Board of Directors which is not subject to appointment by the Member shall be filled for the unexpired term of the vacated office by the remaining Directors.

ARTICLE IX – DISSOLUTION

The Master Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each of the Members in accordance with the provisions of the Declaration. Upon dissolution of the Master Association, other than incident to a merger or consolidation, the assets of the Master Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Master Association is created, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes. In addition, the conveyance of any portion of the Stormwater Management System, or

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the transfer of any maintenance obligations pertaining to the Stormwater Management System must be to an entity which would comply with Section 40C-42.027, Florida Administrative Code, and the approval of the Southwest Florida Water Management District must be obtained, prior to such termination, dissolution or liquidation.

ARTICLE X – OFFICERS

Subject to the direction of the Board of Directors, the affairs of this Master Association shall be administered by its officers, as designated in the Bylaws of this Master Association. Said officers shall be elected annually by the Board of Directors.

ARTICLE XI – BYLAWS

The Bylaws of this Master Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

ARTICLE XII – AMENDMENTS

Until Turnover, all amendments or modifications to the Articles of Incorporation shall only be made by Developer, which amendment shall be signed by Developer and need not be joined by any other party; provided, however, that the Master Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request. After Turnover, the members of the Master Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of sixty-six and two-thirds percent (66 2/3%) of the voting interests within the Property or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present, in person or by proxy, provided further that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles that affect the rights of the St. Johns River Management District, shall be subject to the approval of the St. Johns River Water Management District. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

ARTICLE XIII – INDEMNIFICATION

This Master Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Master Association to obtain and keep in force a policy of officers' and directors' liability insurance.

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ARTICLE XIV – INCORPORATOR

The name and address of the Incorporator of this Corporation is:

Terry A. Moore, Esquire
50 N. Laura Street, Ste. 1100
Jacksonville, Florida 32202

ARTICLE XV – GOVERNMENTAL APPROVAL

The Developer may annex additional properties and mortgage any part of the Common Area, subject to required governmental regulations and approval.

IN WITNESS WHEREOF, the undersigned, on behalf and in the name of the Incorporator, has hereunto set his hand this 10th day of July, 2014.

**BRANAN FIELD COMMUNITY MASTER
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

By: 
Terry A. Moore, Esquire,
Incorporator

Jul. 16. 2014 3:06PM

No. 0669 APPROVED
AND
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**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

SECRETARY OF STATE
TALLAHASSEE FLORIDA

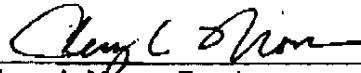
In compliance with Section 48.091, Florida Statutes, the following is submitted:

BRANAN FIELD COMMUNITY MASTER ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Fernandina Beach, County of Nassau, State of Florida, has named Terry A. Moore, Esquire, located at 50 N. Laura Street, Suite 1100, Jacksonville, Florida 32202, as its agent to accept service of process within this state.

Having been named to accept service of process for above state and corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Florida Statute relative to keeping open said office.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed in Jacksonville, Duval County, Florida on this 10th day of July, 2014.

REGISTERED AGENT



Terry A. Moore, Esquire