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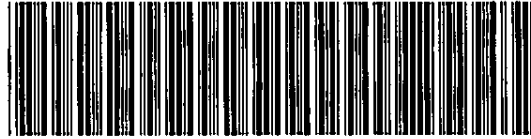
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T CANNON

COVER LETTER

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

SUBJECT: Tern Bay 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: Leigh Ann Buzyniski, Clark & Albough, LLP
Name (Printed or typed)

700 W. Morse Blvd., Suite 101
Address

Winter Park, FL 32789
City, State & Zip

(407) 647-7600
Daytime Telephone number

mdady@lerneradvisors.com
E-mail address: (to be used for future annual report notification)

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 1, 2015

LEIGH ANN BUZYWISKI, CLARK & ALBAUGH, LLP
700 W. MORSE BLVD
SUITE 101
WINTER PARK, FL 32789 US

SUBJECT: TERN BAY MASTER ASSOCIATION, INC.
Ref. Number: W15000077529

We have received your document for TERN BAY MASTER ASSOCIATION, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please give the zip code for the registered agent.

The entity name must be consistent throughout the document, for example you must state the entire name of association in the purpose statement and anywhere else in the document that is stated THE MASTER ASSOCIATION.

If your business entity does not intend to transact business until January 1st of the upcoming calendar year, you may wish to revise your document to include an effective date of January 1st. If you do not list an effective date of January 1st, your business entity will become effective this calendar year and it will be required to file an annual report and pay the required annual report fee for the upcoming calendar year this coming January, which is merely weeks away. By listing an effective date of January 1st, the entity's existence will not begin until January 1st of the upcoming year and will, therefore, postpone the entity's requirement to file an annual report and pay the required annual report filing fee until the following calendar year.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Tina D Cannon
Regulatory Specialist II

Letter Number: 615A00025127

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TALLAHASSEE, FLORIDA

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**ARTICLES OF INCORPORATION
OF
TERN BAY MASTER ASSOCIATION, INC.**

In compliance with the requirements of Florida law, the undersigned Incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is TERN BAY MASTER ASSOCIATION, INC. (hereinafter called the "Master Association").

**ARTICLE II
DEFINITIONS**

Unless otherwise provided in these Articles of Incorporation, all terms used herein shall have the same definitions and meanings as those set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tern Bay Golf & Country Club Resort recorded August 9, 2006, in Official Records Book 3017, Page 666, as amended by First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tern Bay Golf & Country Club Resort recorded September 25, 2006, in Official Records Book 3041, Page 2026, all in the Public Records of Charlotte County, Florida, and amended by Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tern Bay Golf & Country Club Resort to be recorded in the Public Records of Charlotte County, Florida, as may be further amended and/or supplemented from time to time (hereinafter called the "Declaration").

**ARTICLE III
PRINCIPAL OFFICE OF THE MASTER ASSOCIATION**

The principal place of business and mailing address of the Master Association is located at 5020 West Linebaugh Avenue, Suite 250, Tampa, Florida 33624.

**ARTICLE IV
REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered office of the Master Association shall be located at 700 West Morse Boulevard, Suite 101, Winter Park, Florida 32789, and the initial registered agent of the Master Association shall be Scott D. Clark, Esq., located at such office. The Master Association may change its registered agent or the location of its registered office, or both, from time to time, without having to amend these Articles of Incorporation.

ARTICLE V
PURPOSE AND POWERS OF THE MASTER ASSOCIATION

Section 1. Purpose. The purposes for which the Master Association is organized are as follows:

(a) To operate as a corporation not-for-profit pursuant to Chapter 617 and any other applicable provisions of the Florida Statutes, as they may be amended and/or renumbered from time to time. The Master Association does not contemplate pecuniary gain or profit. The Master Association shall not pay dividends and no part of any income of the Master Association shall be distributed to its Members, directors or officers.

(b) To operate as a homeowners' association pursuant to Chapter 720 and any other applicable provisions of the Florida Statutes, as they may be amended and/or renumbered from time to time, and to administer, enforce and carry out the terms, conditions, restrictions and provisions of the Declaration as it may be amended and/or supplemented from time to time. The Master Association is organized for the purpose of providing an entity for the operation of a residential planned development located in Charlotte County, Florida.

(c) To administer, enforce and carry out the terms and provisions of the Declaration and any other Declaration of Covenants, Conditions and Restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the Master Association.

(d) To operate, maintain and manage the surface water or stormwater management system located within Tern Bay Golf & Country Club Resort in a manner consistent with the applicable Southwest Florida Water Management District permits, requirements and applicable rules, and shall assist in the enforcement of those provisions of the Declaration which relate to the surface water or stormwater management system.

Section 2. Powers. The Master Association shall have the following powers:

(a) All of the common law and statutory powers of a not for profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

(b) To enter into, make, establish, amend and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the Master Association. The Master Association may use any enforcement method authorized by the Declaration and/or Florida law, including but not limited to, fines, suspensions of use rights to Community Common Area, actions for damages, equitable actions, injunctive relief, administrative actions, or any combination of these.

(c) To fix, levy and collect Annual Assessments from Members to defray the costs, expenses, reserves and losses incurred or to be incurred by the Master Association and to use the proceeds thereof in the exercise of the Master Association's powers and duties, including, but not limited to, the costs of maintenance, repair and operation of the Surface Water or Stormwater Management System and mitigation or preservation areas, including, but not limited to, work within retention areas, drainage structures and drainage easements.

(d) To fix, levy and collect Special Assessments from Members to defray the costs, expenses, reserves, losses, damages and budget shortfalls incurred or to be incurred by the Master Association and to use the proceeds thereof in the exercise of the Master Association's powers and duties.

(e) To make, adopt, establish, amend and enforce rules and regulations regarding the use, appearance and/or condition of any portion of the Lands bound by the terms, covenants, conditions and restrictions of the Declaration, including but not limited to, Community Common Area, Lots, Units, structures, improvements, landscaping and maintenance.

(f) To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real property and personal property.

(g) To borrow and to hold funds, select depositories, administer bank accounts of the Master Association, and to pay all expenses, including licenses, public assessments, taxes or government charges, incident to the purposes and powers of the Master Association, as set forth in the Governing Documents.

(h) To purchase insurance for the protection of the Master Association, its officers, directors, Members and such other parties as the Master Association may determine to be in the best interests of the Master Association. To require Members to purchase insurance for the protection of their Lots and any structures, landscaping, Units and/or any improvements on that Member's Lot.

(i) To operate, maintain, manage, repair, control, regulate, replace and/or improve the Community Common Area and such other portions of the Lands as may be determined by the Master Association from time to time, and to operate, maintain, manage, repair and/or replace the surface water or stormwater management system pursuant to the terms of the Declaration and applicable SFWMD permits.

(j) To enter into contracts and agreements between third parties and the Master Association.

(k) To provide for any functions and services within the Lands as the Board of Directors in its sole discretion determines necessary or appropriate.

(m) To provide, purchase, sell, lease, acquire, replace, improve, maintain and/or repair such buildings, structures, pathways, landscaping, paving, equipment and property, both real and personal, as the Master Association, through its Board of Directors, in its discretion determines necessary or appropriate.

(n) To employ any personnel necessary to perform the obligations, services and/or duties required of or to be performed by the Master Association and/or to contract with others for the performance of such obligations, services and/or duties and to pay the costs thereof in accordance with whatever contractual arrangement the Board of Directors of the Master Association shall enter in its sole discretion.

(o) To establish, maintain, operate and use reserve funds for capital improvements, repairs and replacements. To establish, maintain, operate and use reserve funds for items, services, property and/or any other purpose as the Board of Directors of the Master Association may determine in its sole discretion to be in the best interest of the Master Association.

(p) To enter into contracts with third parties to perform the Master Association's obligations, such as maintenance and repair of any Community Common Area and management and operation of the Master Association. The Board of Directors will carry out this power on behalf of the Master Association. Any management contract may provide a management fee to the management agent and the delegation of certain duties, as may be determined by the Board of Directors of the Master Association.

(q) To enter into agreements and/or contracts with professionals, including but not limited to, attorneys and accountants, to assist the Master Association in its performance of the obligations, services and duties required of or to be performed by the Master Association. The Board of Directors will carry out this power on behalf of the Master Association.

(r) To create, appoint and/or dissolve any committees that the Board of Directors of the Master Association may deem appropriate.

(s) To collect delinquent Assessments by fine, claim of lien, suit or otherwise and to file and defend any suit or other proceeding in pursuit of all legal and/or equitable remedies or defense of all claims relating to the Governing Documents and/or Florida law.

(t) To adopt, change, repeal and/or amend the Bylaws.

(u) To adopt, change, repeal and/or amend Bylaws that would be effective only in an emergency, as defined in Article XIII below.

ARTICLE VI MEMBERSHIP

Section 1. Each Owner (including Declarant) shall be a Member of the Master Association. Membership in the Master Association shall be appurtenant to and inseparable from the Lot or Tract giving rise to such membership, and any transfer of record title to a Lot or Tract shall operate automatically to transfer to the new owner the membership in the Master Association appurtenant to that Lot or Tract. The interest, if any, of an Owner in the funds and assets of the Master Association may not be assigned, hypothecated or transferred in any manner, except as an appurtenance to that Owner's Lot or Tract. Membership in the Master Association is mandatory for all Owners and membership shall continue, as to each Owner, until such time as the Owner transfers or conveys its fee simple interest in the Lot upon which such Owner's membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership in the Master Association will automatically pass to the transferee. Notwithstanding the foregoing, the Master Association shall not be obligated to recognize such a transfer or conveyance of membership until such time as the Master Association receives a true copy of the recorded deed or other written instrument establishing the transfer of ownership of the Lot, and it shall be the responsibility and obligation of the new Owner of the Lot to provide such true copy of said recorded instrument to the Master Association.

Section 2. The voting rights of the Members shall be as stated in the Bylaws and/or the Declaration.

ARTICLE VII BOARD OF DIRECTORS

The affairs of the Master Association shall be managed and administered by a Board of Directors consisting initially of three (3) members, and thereafter as may be determined from time to time by the Master Association's membership. All of the duties, power and authority of the Master Association existing under Florida law, the Declaration, these Articles and/or the Bylaws shall be exercised exclusively by the Board of Directors, subject to approval by the Members only when specifically required. The names and addresses of persons who are to act in the capacity of Director until appointment or election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Michael D. Dady	5020 West Linebaugh Avenue Suite 250 Tampa, Florida 33624
David Jae	5020 West Linebaugh Avenue Suite 250 Tampa, Florida 33624
Bob Bishop	5020 West Linebaugh Avenue Suite 250 Tampa, Florida 33624

Directors shall be elected by the Voting Members of the Association at the Annual Meeting of the Association, as provided in the Bylaws of the Master Association.

ARTICLE VIII OFFICERS

The officers of the Master Association may include a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The officers shall be elected by the Board of Directors and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Michael D. Dady	5020 West Linebaugh Avenue Suite 250 Tampa, Florida 33624

Vice President David Jae

5020 West Linebaugh Avenue
Suite 250
Tampa, Florida 33624

Secretary/Treasurer Bob Bishop

5020 West Linebaugh Avenue
Suite 250
Tampa, Florida 33624

ARTICLE IX INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Master Association shall defend, indemnify and hold harmless any person of the Master Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that the person is or was a director, officer, committee member, employee or agent of the Master Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with an action, suit, or proceeding (other than one by or in the right of the Master Association), if that person acted in good faith, and, with respect to any criminal action or proceedings, he or she had no reasonable cause to believe his or her conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by said person in connection with the defense or settlement of an action or suit by or in the right of the Master Association, if he or she acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his or her conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Master Association.

Section 4. Any indemnification under Article IX, Section 1 of these Articles of Incorporation (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Article IX, Section 1 of these Articles of Incorporation. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested directors so directs, by a majority vote of Members of the Master Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Master Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Master Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he or she is not entitled to be indemnified by the Master Association.

Section 6. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which the Master Association's directors, officers, Committee members, employees or agents may be entitled under the Master Association's Bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, Committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article IX shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Master Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article IX is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Master Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Master Association in any of his or her capacities as described in Article IX, Section 1 of these Articles of Incorporation, whether or not the Master Association would have the power to indemnify him or her under this Article IX.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Master Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement. The Master Association shall be obligated to indemnify such person (if entitled to indemnification by the Master Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by the Master Association, the Master Association shall have no obligation to reimburse the insurance company.

ARTICLE X EXISTENCE AND DURATION

Section 1. The existence of the Master Association shall commence with the filing of these Articles of Incorporation with the Florida Department of State. The Master Association shall exist in perpetuity.

Section 2. In the event of termination, dissolution or final liquidation of the Master Association, the Master Association's responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which

complies with Rule 62-330.310, F.A.C., and Environmental Resource Permit Applicant's Handbook Volume I, Part V, Sections 12.1 - 12.3.3 (as the same may be from time-to-time modified, amended or superseded), and be approved by SWFWMD prior to such termination, dissolution or liquidation.

ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted as follows:

A. The Board of Directors, by majority vote, must adopt a resolution setting forth the proposed amendment, and written notice of the content of the proposed amendment must be given to all Members of the Master Association at least fourteen (14) days prior to the date of the meeting when the vote on the proposed amendment will take place. In addition to the content of the proposed amendment, the Master Association shall provide the date, time and location for the meeting where the vote will take place. For purposes of this Article XI(A), the notice will be considered to have been properly sent to the Master Association's membership when personally delivered or mailed, postage prepaid, by the Master Association, its employees, agents, officers or directors, to the address of the person who appears as a Member or Owner on the records of the Master Association at the time of such delivery or mailing.

B. Any proposed amendment to these Articles of Incorporation must be submitted to a vote by the Members for approval. At least sixty-seven percent (67%) of those Members, who appear either in person or by proxy at any duly called meeting of the Master Association's membership where a quorum is attained, must vote in favor of adopting any amendment to these Articles of Incorporation. A vote by the Members regarding a proposed amendment to these Articles of Incorporation may take place at any duly called meeting of the Master Association's membership where a quorum is attained, which may either be the annual meeting or a special meeting.

C. If an amendment is adopted by the Members pursuant to Article XI(B) of these Articles, a copy of the amendment must be filed with the Florida Department of State or other appropriate agency of the State of Florida, and a copy that has been certified by the Secretary of State or other appropriate agency of the State of Florida shall be recorded in the Public Records of Charlotte County, Florida. Any amendment to these Articles of Incorporation shall be effective on the date it has been accepted and filed by the Secretary of State or other appropriate agency of the State of Florida.

ARTICLE XII BYLAWS

The Bylaws of the Master Association shall be initially adopted by a majority vote of the Master Association's Board of Directors and may subsequently be altered, amended, repealed and/or rescinded in the manner provided in the Bylaws.

ARTICLE XIII EMERGENCY BYLAWS

The Master Association's Board of Directors, by majority vote, may adopt Bylaws that would be effective only in an emergency. For purposes of these Articles of Incorporation, "emergency" shall be defined as a catastrophic event that would prevent a quorum of the Master Association's Board of Directors from readily assembling, which would include, but is not limited to, the following: a hurricane, earthquake, act of war, civil unrest, domestic terrorism, or other similar occurrence. An "emergency" also exists during any period of time that local civil authorities have declared that a state of emergency exists in, or have ordered the mandatory evacuation of, the area in which the Property is located.

Any emergency Bylaws adopted by the Master Association's Board of Directors shall cease to be effective once the reason for the emergency ends. All provisions of the regular Bylaws that do not conflict with the emergency Bylaws remain effective during the emergency.

ARTICLE XIV CONFLICT BETWEEN DOCUMENTS

In the event of any conflict or inconsistency between these Articles of Incorporation and the Declaration, the terms, conditions and provisions of the Declaration shall control and prevail. In the event of any conflict or inconsistency between these Articles of Incorporation and the Bylaws, the terms, conditions and provisions of these Articles of Incorporation shall control and prevail.

ARTICLE XV MERGER

Section 1. The Master Association may be merged with any other Florida not for profit or for profit corporation, as long as the surviving corporation is a Florida not for profit corporation and has as one of its purposes to administer, enforce and carry out the terms, conditions, restrictions and provisions of the Declaration as it may be amended and/or supplemented from time to time, any subsequent Declaration, any restrictive covenants that run with the land and/or any equitable servitudes that may apply to the Property.

Section 2. In order for a merger to occur, the Master Association must adopt a plan of merger that contains at a minimum the following: the names of the corporations proposing to merge and the name of the surviving corporation which will be left following the merger; the terms and conditions of the proposed merger; a statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger; and a prohibition on any abandonment of the proposed merger after the merger has been approved by the Master Association's members pursuant to Article XV, Section 3(c) of these Articles of Incorporation, unless such abandonment is first approved by the Master Association's members.

Section 3. In order to approve a plan of merger:

(a) the Board of Directors, by a majority vote, must first adopt a resolution approving the proposed plan of merger and then submit that plan of merger to a vote of the Master Association's membership by written notice.

(b) the written notice of the content of the proposed amendment must be given to all Members of the Master Association at least fourteen (14) days prior to the date of the meeting when the vote on the proposed amendment will take place. In addition to the content of the proposed amendment, the Master Association shall provide the date, time and location for the meeting where the vote will take place. For purposes of this Article XV, Section 3(b), the notice will be considered to have been properly sent to the Master Association's membership when personally delivered or mailed, postage prepaid, by the Master Association, its employees, agents, officers or directors, to the address of the person who appears as a Member or Owner on the official records of the Master Association at the time of such delivery or mailing.


(c) the proposed plan of merger must then be approved by at least a majority of the Master Association's Members, voting either in person or by proxy, at a duly called meeting of the Master Association's Members at which a quorum is attained. This meeting of the Master Association's Members may be either the Annual Meeting or a Special Meeting.

ARTICLE XVII INCORPORATOR

The name and street address of the Incorporator to these Articles of Incorporation are as follows:

Scott D. Clark, Esq.
Clark, Albaugh & Rentz, LLP
700 West Morse Boulevard
Suite 101
Winter Park, FL 32789

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator of this Master Association, has executed these Articles of Incorporation this 12th day of November, 2015.



Scott D. Clark

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
15 NOV 16 AM 10:48

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Incorporation were acknowledged before me this 12th day of November, 2015, by Scott D. Clark, who is personally known to me.

NOTARY STAMP:



LAB
NOTARY PUBLIC, State of Florida
Print Name: Leigh Ann Buzyniski
Commission No. _____
My Commission Expires: _____

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
15 NOV 16 AM 10:48

**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS**


Pursuant to Chapters 48 and 617 of the Florida Statutes, the following is submitted in compliance with said Acts:

TERN BAY MASTER ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 700 West Morse Boulevard, Suite 101, Winter Park, Florida 32789, has named Scott D. Clark, Esq., located at the above-registered office, as its Registered Agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated 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 Acts relative to keeping open said office.

Registered Agent:



Scott D. Clark

Dated: November 12, 2015

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