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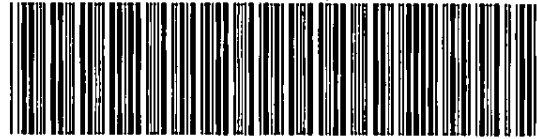
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19 MAY 21 PM 2:37

RECEIVED  
MAY 21 2019

Watercolor Place Master Association, Inc.  
1651 Whitfield Ave Ste 200 Sarasota, FL 34243

May 17, 2019

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

*VIA: U.S. Certified Mail (7018 2290 0000 6502 0701) with Return Receipt Requested*

Re: Incorporation of the Watercolor Place Master Association, Inc. (the "**Association**")


Secretary Lee:

This cover letter shall serve as a formal submission from Upper Manatee 288, LLC (the "**Developer**") to the Department of State to incorporate Watercolor Place Master Association, Inc. in accordance with Florida law and the Articles of Incorporation enclosed herein.

Pursuant to the Division of Corporation's Instructions For Not For Profit Articles Of Incorporation, please find enclosed with this cover letter, one (1) original and one (1) copy of the Articles of the Incorporation of Watercolor Place Master Association, Inc., a check for Seventy and No/100 Dollars (\$70.00) for the filing fee.

If you have any questions and/or comments, please contact me immediately.

Sincerely,

  
\_\_\_\_\_  
Geoffrey Jonsson, General Counsel  
Upper Manatee 288, LLC  
1651 Whitfield Ave, Ste 200  
Sarasota, Florida 34243  
Office: (941) 359-9000, Ext 1129  
Cell: (702) 528-1568  
Email: [geoffrey.jonsson@medallionhome.com](mailto:geoffrey.jonsson@medallionhome.com)

Watercolor Place Master Association, Inc.  
1651 Whitfield Ave Ste 200 Sarasota, FL 34243

cc:

Land Experts, Inc.

Attn: Carlos M. Beruff, Manager

encl:

One (1) original version of the Articles of the Incorporation

One (1) copy of the Articles of the Incorporation

Check for Seventy and No/100 Dollars (\$70.00)

## COVER LETTER

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

**SUBJECT:** Watercolor 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:** Geoffrey Jonsson  
\_\_\_\_\_  
Name (Printed or typed)

1651 Whitfield Ave, Ste 200  
\_\_\_\_\_  
Address

Sarasota, Florida 34243  
\_\_\_\_\_  
City, State & Zip

(702) 528-1568  
\_\_\_\_\_  
Daytime Telephone number

geoffrey.jonsson@medallionhome.com  
\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

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

ARTICLES OF INCORPORATION  
OF  
WATERCOLOR MASTER ASSOCIATION, INC.

19 MAY 21 PM 2:37

ARTICLE 1  
NAME, OFFICE, AND REGISTERED AGENT

1.1 Name. The name of the corporation is the Watercolor Master Association, Inc., a not-for-profit Florida corporation (the "**Master Association**").

1.2 Initial Principal Office. The street address of the initial principal office and mailing address of the Master Association is 1651 Whitfield Ave, Ste 200 Sarasota, FL 34243.

1.3 Initial Registered Agent. Charlie Tokarz, whose address is 1651 Whitfield Ave, Ste 200 Sarasota, FL 34243, is appointed the initial registered agent of the Master Association.

ARTICLE 2  
DEFINITIONS

2.1 Definitions. Unless defined in these Articles or the Bylaws, all Capitalized terms used in these Articles shall have the same meanings as used in the Master Declaration of Covenants, Conditions, Restrictions, and Easements for Watercolor Place, as it may be amended or supplemented from time to time (the "**Master Declaration**").

ARTICLE 3  
PURPOSE

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

3.1.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes. The Master Association does not contemplate pecuniary gain or profit to the Members thereof.

3.1.2 To administer, enforce, and carry out the terms and provisions of the Master Declaration as same may be amended or supplemented from time to time, and to exercise such powers and perform such other duties and discharge such either responsibilities as may be imposed upon, or granted, assigned or delegated to, or otherwise permitted to be exercised by, the Master Association pursuant to the Master Declaration.

3.1.3 To provide for maintenance and preservation of such portions of the Property, and any additions thereto, as may hereafter be dedicated to the jurisdiction of the Master Association pursuant to the Master Declaration.

3.1.4 To own, hold and manage such portions of the Property as may be conveyed to the Master Association pursuant to the Master Declaration.

CH 5/17/19  
By

## **ARTICLE 4 POWERS**

4.1 Powers. The Master Association shall have the following powers:

4.1.1 All of the common law and statutory powers, rights and privileges of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles.

4.1.2 To enter into, make, establish, and enforce, rules and regulations, Bylaws, covenants, restrictions, and agreements to carry out the purposes of the Master Association, and as may be required, permitted or contemplated by the Master Association.

4.1.3 To allocate, levy, and collect Assessments for Common Expenses and for such other purposes as provided in the Master Declaration from Members (and Owners when appropriate) of the Master Association 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.

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

4.1.5 To hold funds for the exclusive benefit of the Members of the Master Association as set forth in these Articles and as provided in the Master Declaration and the Bylaws.

4.1.6 To purchase insurance for the protection of the Master Association, its officers, directors, and Members, and such other parties as the Master Association may determine to be in the best interests of the Master Association.

4.1.7 To operate, administer, manage, maintain, repair, install, replace and improve all Common Areas and such other portions of Watercolor Place as may be determined by the Board from time to time or as may be required, permitted, or contemplated by the Master Declaration.

4.1.8 To honor and perform under all contracts and agreements entered between third parties and the Master Association or third parties and the Master Declarant which are assigned to the Master Association.

4.1.9 To exercise when designated or assigned by the Master Declarant, the design review over all buildings, structures and Improvements to be placed or constructed upon any portion of Watercolor Place. Such control shall be exercised pursuant to the Master Declaration.

4.1.10 To provide for such services within Watercolor Place as the Board in its discretion determines necessary or appropriate.

*Handwritten signature and date:*  
CW 5/17/19  
*[Signature]*

4.1.11 To acquire, improve, maintain, procure, provide, purchase, repair, and/or replace, such buildings, equipment, landscaping, pathways, paving, structures, street lights (to the extent not provided and maintained by utility providers), streets (to the extent not maintained by utility providers, Manatee County, or the Florida Department of Transportation), and other structures, both real and personal, related to the health, safety, and general welfare of the Master Association's Members, the Owners, and the Residents of Watercolor Place as the Board, in its sole discretion, determines necessary or appropriate.

4.1.12 To maintain, operate, and repair the Surface Water Management System.

4.1.13 To employ personnel necessary to perform the obligations, services and 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 cost thereof in accordance with whatever contractual arrangement the Board shall enter to contract for services and to delegate to such contractor any and all powers of the Master Association except those powers that are prohibited to be delegated pursuant to the Master Declaration, these Articles, and the Bylaws.

4.1.14 To sue and be sued.

4.1.15 To enforce, by legal means, the provisions of the Master Declaration, these Articles, the Bylaws, and the Rules and Regulations, as amended from time to time.

4.1.16 To have and 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 Master Declaration.

## **ARTICLE 5 MEMBERS**

5.1 Members. The Members of the Master Association shall be determined by and shall be subject to the following:

5.1.1 Owner Membership. Every Owner shall be a Member of the Master Association. There shall be only one Member per Property Unit. However, if a Property Unit is subdivided or otherwise divided into additional Property Units in accordance with the terms of the Master Declaration, then each such Property Unit shall have one Member. If a Property Unit is owned by more than one Person, all co-Owners shall share the privilege of such membership as a single Member, subject to reasonable Board regulation and the restrictions on voting set forth herein and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

The membership rights and privileges of an Owner who is a natural person may be exercised by the Owner or the Owner's spouse. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Master Association. Notwithstanding anything to the contrary provided herein, all



voting rights of a Member shall be exercised by that Member's Neighborhood Voting Representative (except as specifically provided in the Master Declaration and the Bylaws).

5.1.2 Declarant. The Master Declarant shall be a Member of the Master Association. The Master Declarant's membership shall terminate upon the expiration or earlier termination of the Master Declarant's Control Period, or when, in its discretion, the Master Declarant so determines and declares in an instrument recorded in the Official Records of Manatee County, Florida.

5.1.3 Transfer of Membership. Transfer of membership in the Master Association shall be established by the recording in the Official Records of Manatee County, Florida of a deed or other instrument establishing a transfer of record title to any Property Unit for which membership has already been established. The Owner designated by such instrument of conveyance thereby becomes a Member, and the prior Member's membership thereby is terminated. If a Member dies, then deceased's membership shall be automatically transferred to his heirs or successors in interest. 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 true copy of the recorded deed or other instrument establishing the transfer of ownership of the Property Unit, and it shall be the responsibility and obligation of the former and the new Owner of the Property Unit to provide such true copy of said recorded instrument to the Master Association.

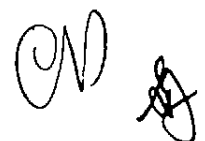
## 5.2 Voting Rights.

5.2.1 Number of Votes. The total number of Property Units which may be developed on the Property shall be determined from time to time as the number of units allocated by the Master Declarant to the Property consistent with the maximum entitlements for such units in the Development Order, as may be amended from time to time. Members' voting rights shall be determined based on the number of Assessment Units allocated to each Property Unit owned by such Members as more specifically set forth in the Master Declaration.

5.2.2. Members. Class "A" Members shall be all Owners, with the exception of the Master Declarant. Declarant shall be the sole Class "B" Member and shall become a Class "A" Member upon the termination of the Class "B" membership and entitled to Class "A" votes for all Property Units which it owns. No votes or voting rights shall be assigned to or exercised on account of any Property Unit which is totally exempt from assessment under the Master Declaration.

5.2.3 Voting by Co-Owners. If a Property Unit is owned by more than one Person, all co-Owners shall share the privilege of such membership as a single member, subject to reasonable Board regulation and the restrictions on voting set forth herein and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

5.2.4 Proxies. Except as otherwise specifically set forth herein or in the Master Declaration, every Member of the Master Association that is entitled to vote at a meeting of the Members, or to express consent or dissent without a meeting, may authorize another person to act



on the Member's behalf by a proxy signed by such Member. Any proxy shall be delivered to the Secretary of the Master Association or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is only effective for the specific meeting for which it was given and as the meeting may lawfully be reconvened from time to time. A proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the sole discretion of the Member executing such proxy. Every proxy shall be freely revocable and shall automatically terminate enforceability upon: (a) conveyance of any Property Unit for which it was given, (b) receipt by the Secretary of written notice of revocation of the proxy, (c) the death of the Member giving the proxy, or (d) judicially declared incompetence of a Member who is a natural person; unless a shorter period is specified in the proxy.

5.3 Calculation of Votes. Any question concerning the number of votes which may be cast by a Member shall be decided by the Board.

## **ARTICLE 6 MEMBERS OF THE BOARD**



6.1 Members of the Board. The affairs of the Master Association shall be managed by a Board consisting of not less than three (3) members, but not more than nine (9) members, and which shall always be an odd number. The number of members of the Board shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) members of the Board.

6.1.1 The Master Declarant shall have the right to appoint all members of the Board during the Master Declarant's Control Period, in Declarant's sole and absolute discretion, and such Board members shall serve at the pleasure of the Master Declarant.

6.1.2 After the Master Declarant no longer has the right to appoint all members of the Board, or earlier if the Master Declarant so elects, then and only then shall any member of the Board be

6.1.3 All of the duties and powers of the Master Association existing under Chapter 617 of the Florida Statutes, the Master Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the Members only when specifically required.

6.1.4 A member of the Board may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws. However, any member of the Board appointed by the Master Declarant may only be removed by the Master Declarant, and any vacancy on the Board of a member appointed by the Master Declarant shall be filled by the Master Declarant.



6.2 The names and addresses of the members of the Board who shall hold office until their successors are elected or appointed, or until removed, are as follows:

<b>Name</b>	<b>Title</b>	<b>Address</b>
Carlos M. Beruff	Director	1651 Whitfield Ave, Ste 200 Sarasota, FL 34243
Chris Chavez	Director	1651 Whitfield Ave, Ste 200 Sarasota, FL 34243
Charlie Tokarz	Director	1651 Whitfield Ave, Ste 200 Sarasota, FL 34243

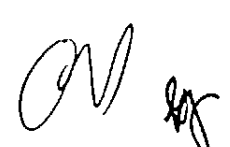
## **ARTICLE 7 OFFICERS**

7.1 Officers. The officers of the Master Association shall be a President, Vice President, Secretary, Assistant Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

<b>Name</b>	<b>Title</b>	<b>Address</b>
Carlos M. Beruff	President	1651 Whitfield Ave, Ste 200 Sarasota, FL 34243
Chris Chavez	Vice President	1651 Whitfield Ave, Ste 200 Sarasota, FL 34243
Chris Chavez	Secretary	1651 Whitfield Ave, Ste 200 Sarasota, FL 34243
Charlie Tokarz	Treasurer	1651 Whitfield Ave, Ste 200 Sarasota, FL 34243

## **ARTICLE 8 INDEMNIFICATION**

8.1 Indemnification of Officers, Members of the Board, or Agents. The Master Association shall indemnify and hold harmless 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 member of the Board, committee member, employee, officer or agent of the Master Association, against all expenses, including attorneys' and paralegals' fees and costs (including, without limitation, attorneys' and paralegals' fees and costs incurred on appeal, or in mediation, arbitration, administrative or bankruptcy proceedings), judgments, fines, damages and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding; if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Master Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or if such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Master Association, to the extent, that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. Such Person shall not be liable for any mistake of judgment, negligent or otherwise, nor with respect to any contract or



other commitment made or action taken, in good faith, on behalf of the Master Association, and the Master Association shall indemnify and hold harmless such Person from any liability and expenses as provided in the preceding sentence.



8.1.1 To the extent that a member of the Board, committee member, officer, employee or agent of the Master Association is entitled to indemnification by the Master Association in accordance with this Article 8, he shall be indemnified against expenses and attorneys' and paralegals' fees (including, without limitation, attorneys' and paralegals' fees and costs incurred on appeal, or in mediation, arbitration, administrative or bankruptcy proceedings), actually and reasonably incurred by him in connection therewith.

8.1.2 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 member of the Board, committee member, officer, employee or agent of the Master Association to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified and held harmless by the Master Association as authorized in this Article 8.

8.1.3 The indemnification provided by this Article 8 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Neighborhood Voting Representatives or otherwise. As to an action taken in an official capacity while holding office, the indemnification provided by this Article 8 shall continue as to a Person who has ceased to be a member of the Board, committee member, officer, employee or agent of the Master Association and shall inure to the benefit of the heirs, executors and administrators of such a Person.

8.1.4 The Master Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the Board, committee member, officer, employee or agent of the Master Association, or is or was serving at the request of the Master Association as a member of the Board, committee member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the provisions of this Article 8.

8.1.5 Each Owner shall indemnify and hold harmless the Master Association, the Board, committee members, officers, employees and agents of the Master Association from any loss, damages, and expenses including attorneys' and paralegals' fees and costs (including, without limitation those incurred on appeal, or in mediation, arbitration, administrative and bankruptcy proceedings) which they may incur as a result of the failure of such Owner; any occupant of such Owner's Parcel or Property Unit; or any contractor, employee or agent of such Owner acting within the scope of his contract, agency, or employment, to comply with the Governing Documents.



## **ARTICLE 9 BYLAWS**

9.1 The initial Bylaws shall be adopted by the Board, and may be altered, amended, or rescinded in the manner provided by the Bylaws.

## **ARTICLE 10 AMENDMENTS**

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

10.1.1 Initiation. A resolution to amend these Articles may be proposed by a majority of the members of the Board, or by Members holding not less than ten percent (10%) of the votes of the entire membership of the Master Association.

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

### 10.1.3 Adoption of Amendments.

(a) During the Master Declarant's Control Period, the Master Declarant shall have the right to unilaterally amend these Articles without the joinder or approval of any Board member or any Association Member. No amendment to these Articles shall be effective without the written approval of the Master Declarant during the Master Declarant's Control Period.



(b) After the Master Declarant's Control Period expires or earlier terminate, a resolution by the Board for the adoption of a proposed amendment to these Articles shall be adopted by Members having sixty percent (60%) of the votes of the entire membership of the Master Association.

(c) No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members without the approval of one hundred percent (100%) of the Members.

(d) Upon the approval of an amendment to these Articles, the amendment shall be executed and delivered to the Florida Secretary of State as provided by law, and a copy certified by the Secretary of State shall be recorded in the Official Records of Manatee County, Florida, as an amendment to the Master Declaration.

## **ARTICLE 11 TERM**

11.1 The Master Association shall have perpetual existence.

MAY 21 PM 2:57  
  


**ARTICLE 12  
INCORPORATOR**

12.1 The name and street address of the Incorporator is the following:

<b>Name</b>	<b>Title</b>	<b>Address</b>
Carlos M. Beruff	Incorporator	1651 Whitfield Ave. Ste 200 Sarasota, FL 34243

**ARTICLE 13  
INITIAL REGISTERED OFFICE ADDRESS  
AND NAME OF INITIAL REGISTERED AGENT**

13.1 The initial registered office and name of the initial registered agent of the Master Association shall be the following:

<b>Name</b>	<b>Title</b>	<b>Address</b>
Charlie Tokarz	Registered Agent	1651 Whitfield Ave. Ste 200 Sarasota, FL 34243

IN WITNESS WHEREOF, the Incorporator has executed this instrument on this 17<sup>th</sup> day of May, 2019.

\_\_\_\_\_  
By: Carlos M. Beruff  
Its: Incorporator

**ACCEPTANCE BY THE REGISTERED AGENT**

Having been named as Registered Agent and to accept service of process for the above stated corporation at the place designated in this certificate, the undersigned hereby accepts the appointment as Registered Agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as Registered Agent.

\_\_\_\_\_  
By: Charlie Tokarz  
Its: Registered Agent  
Executed this 17<sup>th</sup> day of May, 2019

