

Division of Corporations

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**FLORIDA PROFIT/NON PROFIT CORPORATION  
SKYE RANCH MASTER ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION  
OF  
SKYE RANCH MASTER ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I  
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined below as defined in the Master Declaration.

1. "Articles" means these Articles of Incorporation and any amendments hereto.
2. "Assessments" means the assessments for which all Owners are obligated to the Master Association and includes "Individual Lot Assessments", "Benefited Assessments" and "Special Assessments" (as such terms are defined in the Master Declaration) and any and all other assessments which are levied by the Master Association in accordance with the Governing Documents.
3. "Board" means the Board of Directors of the Master Association.
4. "Bylaws" means the Bylaws of the Master Association and any amendments thereto.
5. "County" means Sarasota County, Florida.
6. "Director" means a member of the Board.
7. "Governing Documents" means, in the aggregate, the Master Declaration, these Articles, the Bylaws, the Plat, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any "Amendment(s)" and "Supplemental Declaration(s)" (as such terms are defined in the Master Declaration).
8. "HOA Act" means the Homeowners' Association Act, Chapter 720, Florida Statutes, as amended through the date the Master Declaration is recorded amongst the Public Records of the County.
9. "Home" means a residential dwelling unit constructed within Skye Ranch which is designed and intended for use and occupancy as a residence for a single family. The term "Home" shall include the "Lot" as defined below.

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10. "Lot" means any parcel of land within Skye Ranch as shown on the Plat upon which a Home is permitted to be constructed, together with the improvements thereon and any portion of the land within Skye Ranch that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Master Declaration by a Supplemental Declaration. For purposes of Individual Lot Assessments, a Lot is either a Completed Lot or an Incomplete Lot.

11. "Master Association" means Skye Ranch Master Association, Inc., a Florida corporation not for profit. The "Master Association" is NOT a condominium association and is not intended to be governed by Chapter 718, Florida Statutes (the Condominium Act).

12. "Master Association Property" means the property defined as "Master Association Property" in the Master Declaration.

13. "Master Declarant" means Taylor Morrison of Florida, Inc., a Florida corporation, or any successor or assign that is designated as Master Declarant in a recorded instrument which the immediately preceding Master Declarant executes. Any Person who at any time holds the rights of Master Declarant hereunder and subsequently transfers or assigns the rights of Master Declarant to another Person shall be known as a "Predecessor Master Declarant" and, unless otherwise agreed in writing, shall be entitled to the rights of a Predecessor Master Declarant established in the Master Declaration. Whether or not specifically stated, a Predecessor Master Declarant shall be afforded the same protection with respect to matters arising during its tenure as Master Declarant as the Predecessor Master Declarant would have if it were still Master Declarant..

14. "Master Declaration" means the Master Declaration of Covenants, Conditions, Restrictions and Easements for Skye Ranch, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

15. "Member" means a member of the Master Association.

16. "Operating Expenses" means the expenses for which Owners are liable to the Master Association as described in the Governing Documents and include, but are not limited to, the costs and expenses incurred by the Master Association in owning, administering, operating, maintaining, financing, repairing, managing or leasing, but not reconstructing, replacing or improving, the Master Association Property and improvements thereon and all costs and expenses incurred by the Master Association in carrying out its powers and duties hereunder or under any other the Governing Documents.

17. "Owner" means the record owner, whether one (1) or more persons or entities of the fee simple title to any Lot within Skye Ranch, and includes Master Declarant for as long as Master Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

18. "Plat" shall mean the plat of L1 Ranch Neighborhood One, to be recorded in the Public Records of the County. In the event an Additional Plat is recorded in the Public Records

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of the County, then the term "Plat" as used herein shall also mean and refer to the Additional Plat(s).

19. "Skyc Ranch" means the planned development located in the County which encompasses the Property and is initially intended to comprise Homes and the Master Association Property, but subject to change in accordance with the Master Declaration.

Unless otherwise defined herein, the terms defined in the Master Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

## ARTICLE II NAME

The name of this corporation shall be SKYE RANCH MASTER ASSOCIATION, INC. }  
(hereinafter referred to as the "Master Association"). } Its initial principal office and mailing  
address shall be at 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232. }

## ARTICLE III PURPOSES

The purpose for which the Master Association is organized is to take title to, operate, administer, finance, insure, repair, replace, manage, lease and maintain the Master Association Property in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

## ARTICLE IV POWERS

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

A. The Master Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Master Association shall have all of the powers granted to the Master Association in the Governing Documents. All of the provisions of the Master Declaration and Bylaws which grant powers to the Master Association are incorporated into these Articles.

C. The Master Association shall have all of the powers reasonably necessary to implement the purposes of the Master Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Governing Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Master Association Property.

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3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Master Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Master Association.

4. To own, administer, maintain, finance, insure, repair, replace, manage, lease and convey the Master Association Property in accordance with the Governing Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Governing Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, financing, insuring, repairing, replacing and management of the Master Association Property and to enter into any other agreements consistent with the purposes of the Master Association, including, but not limited to, agreements with respect to professional management of the Master Association Property and to delegate to such professional management certain powers and duties of the Master Association.

7. To enter into the Master Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Master Association mandate to keep and maintain Skye Ranch in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations and enforcement which will enhance the quality of life at Skye Ranch.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Master Association Property for which the Master Association has maintenance responsibility, all in accordance with the Master Declaration and, as security for any such loan, to collaterally assign the Master Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. Notwithstanding anything contained herein to the contrary, the Master Association shall be required to obtain the approval (at a duly called meeting of the Members at which a quorum is present) of seventy-five percent (75%) of the all Members of the Master Association prior to the engagement of legal counsel by the Master Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;

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(c) the enforcement of any applicable use and occupancy restrictions contained in the Governing Documents;

(d) the enforcement of Master Association rules;

(e) the enforcement of a contract entered into by the Master Association with vendors providing services to the Master Association;

(f) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Master Association, Master Association Property, or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); and

(g) filing a compulsory counterclaim.

The costs of any legal proceedings initiated by the Master Association, which are not included in the above exceptions shall be financed by the Master Association only with monies that are collected for that purpose by Special Assessment(s) and the Master Association shall not borrow money, use reserve funds, or use monies collected for other Master Association obligations.

11. To operate, maintain, and manage the Surface Water and Storm Water Management System in a manner consistent with the requirements of the Water Management District Permit (as defined in the Master Declaration) and applicable rules; to assist in the enforcement of the Master Declaration's provisions relating to the Surface Water and Storm Water Management System; and to levy and collect adequate Assessments against Owners for the cost of maintenance and operation of the Surface Water and Storm Water Management System.

#### ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Master Association, the manner of their admission to Membership, the manner of the termination of such Membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the Membership of the Master Association shall be comprised solely of Master Declarant. Until the First Conveyance, Master Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the Membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

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C. Membership in the Master Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Master Association.

D. The Master Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class "B" Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. "Class B Member" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one (1). Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(a) Three (3) months after the conveyance of ninety percent (90%) of the Lots by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County;

(b) upon the Class "B" Member abandoning or deserting its responsibility to maintain and complete the community as described in the Governing Documents;

(c) upon the Class "B" Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(d) upon the Class "B" Member losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant rights and responsibilities first arising after the date of such assignment;

(e) upon a receiver for the Class "B" Member being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Master Association or the Members; or

(f) at such time as Declarant shall designate in writing to the Master Association.

On the Turnover Date, Class "A" Members, including Declarant, shall assume control of the Master Association and elect not less than a majority of the Board.

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Members other than Developer are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Homes in all phases of Skye Ranch which will ultimately be operated by the Master Association have been conveyed to Members.

E. The designation of different classes of Membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Governing Documents.

F. No Member may assign, hypothecate or transfer in any manner his or her Membership in the Master Association except as an appurtenance to his or her Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class "B" Member, as set forth herein. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named (the "Voting Member") in a voting certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Master Association, and such voting certificate shall be valid until revoked by a subsequent voting certificate. If such a voting certificate is not filed with the Secretary of the Master Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a voting certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Master Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is



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allowed, absent any prior written notice to the contrary to the Master Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Master Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast at least twenty percent (20%) of the total number of votes of the Members.

#### ARTICLE VI TERM

The term for which this Master Association is to exist shall be perpetual. In the event of the termination, dissolution or final liquidation of the Master Association, the Surface Water and Storm Water Management System will be transferred to and maintained by one of the entities identified in the Water Management District's Environmental Resource Permit Applicant's Handbook Volume 1 sections 12.3.1(a) through (f), who has the powers listed in sections 12.3.4(b)1 through 8, the covenants and restrictions required in sections 12.3.4(c)1 through 9, and the ability to accept responsibility for the operation and routine custodial maintenance of the Surface Water and Storm Water Management System described in sections 12.3.4(d)1 or 2 prior to its dissolution.

#### ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are: Mark F. Grant, 200 East Broward Boulevard, Suite 1800, Fort Lauderdale, Florida 33301.

#### ARTICLE VIII OFFICERS

The affairs of the Master Association shall be managed by the President of the Master Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

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**ARTICLE IX**  
**FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Nathan Stith
Vice President	Cammi LaRhae Longenecker
Vice President/Treasurer	John Wollard
Vice President/Secretary	Carl Senica

**ARTICLE X**  
**BOARD OF DIRECTORS**

A. The number of Directors on the first Board of Directors of the Master Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Master Declarant's Resignation Event" (as hereinafter defined) shall be an odd number of no more than seven (7). The Board shall determine the number of Directors to comprise the Board from time to time. Except for Master Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Nathan Stith	551 N. Cattlemen Road, Suite 200 Sarasota, FL 34232
Carl Senica	551 N. Cattlemen Road, Suite 200 Sarasota, FL 34232
John Wollard	551 N. Cattlemen Road, Suite 200 Sarasota, FL 34232

Master Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Master Declarant intends that Skye Ranch, if and when ultimately developed, will contain approximately one thousand five hundred sixty (1,560) Homes ("Total Developed Homes"). For purposes of this paragraph, "Total Developed Homes" shall mean the one thousand five hundred sixty (1,560) Developed Lots which Master Declarant intends to develop

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in Skye Ranch. Master Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Master Declarant desires; (ii) develop the Property upon such timetable as Master Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and/or master plan of Skye Ranch, the right to add recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within Skye Ranch) in such manner as Master Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Master Declarant to construct Skye Ranch according to the present plan of development or as obligating Master Declarant to declare any Additional Property to be Property.

D. Upon the Turnover Date, the Members (other than Master Declarant) ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Master Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Master Declarant.

F. At the Initial Election Meeting, Purchaser Members, the number of which may change from time to time, shall elect two (2) of the Directors, and Master Declarant, until the Master Declarant's Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting the "Initial Elected Board"). Master Declarant reserves and shall have the right, until the Master Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraphs F and F above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Master Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Master Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Purchaser Members to so remove a Director (other than a Master Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

H. Upon the earlier to occur of the following events ("Master Declarant's Resignation Event"), Master Declarant shall cause all of its designated Directors to resign:

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1. When Master Declarant no longer holds at least five percent (5%) of the Total Developed Homes for sale in the ordinary course of business and all Lots sold by Master Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Master Declarant causes the voluntary resignation of all of the Directors designated by Master Declarant and does not designate replacement Directors.

Upon Master Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Master Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Master Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph E of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Master Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Master Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Master Declarant or the resignation of an officer of the Master Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Master Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Master Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

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#### ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Master Association shall be indemnified by the Master Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his or her being or having been a Director or officer of the Master Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Master Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Master Association may be entitled under statute or common law.

#### ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

#### ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by Master Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one (1) meeting.

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(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total number of Members in the Master Association.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall abridge, prejudice, amend or alter the rights of: (i) Master Declarant, without the prior written consent thereto by Master Declarant; and/or (ii) any "Institutional Mortgagee" (as such term is defined in the Master Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Master Declarant hereunder, including, but not limited to, Master Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any other amendment be adopted or become effective without the prior written consent of Master Declarant.

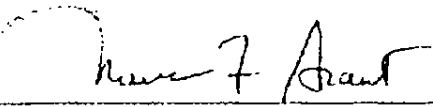
G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

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ARTICLE XIV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Master Association is 1200 South Pine Island Road, Plantation, Florida 33324, and the initial registered agent of the Master Association at that address shall be NRAI Services, Inc. ]

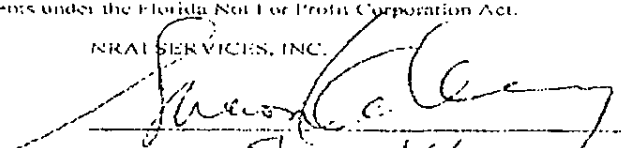
IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 28<sup>th</sup> day of May, 2019.

  
\_\_\_\_\_  
MARK F. GRANT, Incorporator

FLA  
DIVISION OF CORPORATIONS  
19 JUN -4 AM 8:38

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he/she is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

NRAL SERVICES, INC.

  
Printed Name: Sharon K. Gray

Title: Assistant Secretary

Dated: May 28, 2019