

3/18/2020

Division of Corporations

## Florida Department of State

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## FLORIDA PROFIT/NON PROFIT CORPORATION

Rafina Master Owners' Association, Inc.

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**ARTICLES OF INCORPORATION  
FOR  
RAFINA MASTER OWNERS' ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1.  
NAME**

The name of the corporation shall be RAFINA MASTER OWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Master Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Master Association as the "Bylaws".

**ARTICLE 2.  
OFFICE**

The principal office and mailing address of the Master Association shall be 1717 Woodstead Court, Suite 207 The Woodlands, Texas 77380 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Master Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3.  
PURPOSE**

The objects and purposes of the Master Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions and Easements for Rafina Master Association recorded (or to be recorded) in the Public Records of Polk County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Master Association are to preserve the values and amenities in the Property and to maintain, repair and replace the Common Property thereof for the benefit of the Owners who become Members of the Master Association.

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

#### **ARTICLE 4. DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration which are incorporated herein, unless herein provided to the contrary, or unless the context otherwise requires.

#### **ARTICLE 5. POWERS**

The powers of the Master Association shall include and be governed by the following:

5.1 General. The Master Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida (as determined as of the date of these Articles), except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Master Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Master Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the prior approval of Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds (2/3) of the total votes.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Property, and other property acquired or leased by the Master Association.

(d) To purchase insurance upon the Common Property and insurance for the protection of the Master Association, its officers, directors and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property; provided however, all proposed rules and regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Master Association.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.

(g) To contract for the management and maintenance of the Common Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the

Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Master Association for such purposes. The Master Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Master Association.

(h) To employ personnel to perform the services required for the proper operation of the Common Property.

(i) To execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Lot or Parcel, and each Mortgagee of an Owner, by acceptance of a lien on said Lot or Parcel, appoints and designates the President of the Master Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To enter into necessary agreements with utility companies, community systems service providers, a community development district or governmental or quasi governmental entities to provide services to or for the Master Association or the Members.

5.3 Powers Exercised by Board of Directors. All of the foregoing powers or duties shall be exercised by the Board of Directors subject to the approval of the required number of directors as may be set forth in the Declaration, Articles or Bylaws, provided however, the Board of Directors may not act on behalf of the Master Association to amend the Declaration or terminate the Master Association or the Declaration. The foregoing powers are subject to the approval of the Members holding the requisite number of votes of Members who are present at a duly constituted meeting at which a quorum is present in person or by proxy.

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

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

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

## ARTICLE 6. MEMBERS

6.1 Membership. The Members of the Master Association shall consist of (i) the Developer under the Declaration (AP Forest Hills, LLC), (ii) the Commercial Association, (iii) the Townhome Association, and (iv) the Owner of the Apartment Parcel. Such membership shall be appurtenant to and inseparable from ownership of the Parcel.

6.2 Assignment. The share of a Member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot or Parcel for which that share is held.

6.3 Classes of Members / Voting. The Master Association will have six (6) classes of voting membership:

(a) Classes of Members.

(i) Class A – Townhome Parcel Voting. The Townhome Association shall be allocated one (1) vote on behalf of the Townhome Parcel.

(ii) Class B – Developer Voting. Until Turnover, the Developer shall have the number of votes equal to the total number of collective votes assigned to all other classes, from time to time, plus one (1) vote. After Turnover, the Developer shall have the voting rights of a Class A, Class C and/or Class D Owner, as applicable.

(iii) Class C – Commercial Parcel Voting. The Commercial Association shall be allocated one (1) vote on behalf of the Commercial Parcel.

(iv) Class D – Apartment Parcel Voting. The Owner of the Apartment Parcel be allocated one (1) vote on behalf of the Apartment Parcel.

(v) Additional Voting Rights Classes. In recognition of the different character and intended use of any property annexed into this Master Declaration by way of a Supplemental Declaration, Developer may, in the Supplemental Declaration, create additional classes of membership for the owners of Parcels within the annexed property made subject to this Master Declaration or may create specific voting rights. These classes shall have such rights, privileges, and obligations as specified in such Supplemental Declaration.

(vi) Developer Turnover. Developer's Class B rights herein shall expire upon the earlier of:

- 1) Three (3) months after sixty six and two thirds percent (66 2/3%) of the Parcels in the Property that will ultimately be operated by the Master Association have been conveyed to members other than the Class B member.
- 2) Such earlier date as Developer, in its sole discretion, may determine in writing.

(b) Voting.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Until Turnover, the Class B Member shall appoint the Directors. After Turnover, the Directors will be elected in accordance with Article 4 of the Bylaws.

6.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of members other than the annual meeting.

6.5 Proviso. At Turnover, the Developer shall transfer control of the Master Association to Owners other than the Developer by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Master Association; provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Developer refuse or fail to assume control.

#### **ARTICLE 7. INCORPORATOR**

The name and address of the Incorporator of this Master Association is:

NAME

Billy Joe Brice, III

ADDRESS

1717 Woodstead Court, Suite 207  
The Woodlands, Texas 77380

#### **ARTICLE 8. TERM OF EXISTENCE**

Existence of the Master Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Master Association shall exist in perpetuity. The Master Association may only be terminated by the approval of the Members holding two thirds (2/3) of the votes, voting in person or by proxy at duly called meeting at which a quorum is present or by the approval of Members holding two thirds (2/3) of all the votes; provided however, in the event that the Master Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the surface water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C.

#### **ARTICLE 9 OFFICERS**

The affairs of the Master Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Master Association at its first meeting following the annual meeting of the Members of the Master Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of

the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Billy Joe Brice, III President	1717 Woodstead Court, Suite 207 The Woodlands, Texas 77380
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William J. Preston Vice President	1717 Woodstead Court, Suite 207 The Woodlands, Texas 77380
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Phillip Chadis Secretary/Treasurer	1717 Woodstead Court, Suite 207 The Woodlands, Texas 77380
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#### **ARTICLE 10. DIRECTORS**

10.1 Number and Qualification. The property, business and affairs of the Master Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors.

10.2 Duties and Powers. All of the duties and powers of the Master Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

10.3 Election and Removal. The provisions relating to the election and removal of the Board of Directors are set forth in Article 4 of the Bylaws.

10.4 Term of Developer's Directors. The Developer shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

#### NAME

#### ADDRESS

Billy Joe Brice, III

1717 Woodstead Court, Suite 207  
The Woodlands, Texas 77380

William J. Preston

1717 Woodstead Court, Suite 207  
The Woodlands, Texas 77380

Phillip Chadis

1717 Woodstead Court, Suite 207  
The Woodlands, Texas 77380

10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Master Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Master Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a committee of which the Director is not a member if the Director reasonably believes the committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

#### **ARTICLE 11. INDEMNIFICATION PROVISIONS**

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

#### **ARTICLE 12. BYLAWS**

The first Bylaws of the Master Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

#### **ARTICLE 13. AMENDMENTS**

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any other Member or Institutional Mortgagee. After turnover, the Master Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of Owners of sixty



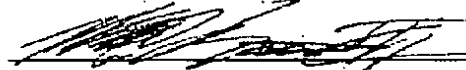
six and two thirds percent (66 2/3%) of the Parcels, or the approval of persons holding seventy-six and two thirds percent (66 2/3%) of the votes at a duly noticed meeting at which a quorum is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

**ARTICLE 14.  
INITIAL REGISTERED OFFICE;  
ADDRESS AND NAME OF REGISTERED AGENT**

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

C T CORPORATION SYSTEM  
1200 South Pine Island Road  
Plantation, FL 33324

The Incorporator has affixed his signature the day and year set forth below.



Billy Joe Brice, III, Incorporator

Dated this 17<sup>th</sup> day of September, 2019.

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

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

Rafina Master Owners' Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the County of Polk, State of Florida, has named C T Corporation System, with an address of 1200 South Pine Island Road, Plantation, Florida 33324 as its agent to accept service of process within Florida.

**RAFINA MASTER OWNERS' ASSOCIATION,  
INC.,**

a Florida not-for-profit corporation

By: [Signature]  
Print Name: Billy T. Bice Jr.  
Its: President  
Date: 9/17/19

Having been named to accept service of process for the above-stated corporation, at the place designated in the certificate, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

**C T CORPORATION SYSTEM**

By: [Signature]  
Name: Kathryn A. Widdoes  
Its: Assistant Secretary  
Date: September 18, 2019