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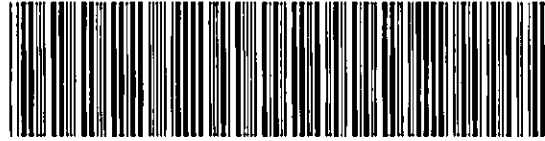
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CAPITAL CONNECTION, INC.

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TRANQUILITY MASTER ASSOCIATION,
NC,.

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**ARTICLES OF INCORPORATION
OF
TRANQUILITY MASTER ASSOCIATION, INC.**

The undersigned, for the purpose of forming a Florida Corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE I
NAME & ADDRESS**

The name of this corporation shall be **Tranquility Master Association, Inc.** All references herein to "Association" shall refer to Tranquility Master Association, Inc. The initial principal and mailing address of the Association is: c/o Carolina Holdings II, LLC, 5150 Tamiami Trail N., Ste. 500, Naples, FL 34103-2823.

**ARTICLE II
PURPOSE**

The Association shall be the entity responsible for performing the duties and exercising the rights contemplated by the Master Declaration of Covenants, Conditions, Restrictions, and Easements for Tranquility ("Declaration"). The Association shall have all the rights and powers as provided in the Governing Documents and as provided in Chapters 617 and 720 of the Florida Statutes, as each may be amended periodically. All capitalized terms appearing herein shall have the same meanings as defined in the Declaration.

**ARTICLE III
COMMENCEMENT AND TERM OF EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall exist in perpetuity. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE IV
ASSOCIATION POWERS**

The Association shall have the following powers:

4.1 The Association shall have all of the common law and statutory powers of a Florida Corporation not-for-profit that are not in conflict with the Declaration, Articles, Bylaws, or the Homeowners' Association Act.

4.2 The Association shall have all of the powers that are granted now or in the future

to the Association by the Declaration, Articles, and Bylaws and applicable law. Such powers include the operation, maintenance, management, repair, and replacement of Association Property, and shall also include the levying and collection of Assessments.

4.3 In addition to the foregoing, and in addition to those powers granted to Corporations not-for-profit under Florida law, the Association shall have the following powers:

- a) To levy and collect Assessments, fines, and other charges against Members and to use the proceeds to exercise its powers and fulfill its duties;
- b) To acquire, own, operate, mortgage, lease, sell, and trade property, whether real or personal, as deemed appropriate by the Board of Directors;
- c) To maintain, repair, replace, and operate the Property and Association Property in accordance with applicable law and the Governing Documents;
- d) To borrow money as necessary to exercise its powers and fulfill its duties, and as security for such loan, to pledge its assets and assign as collateral the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan;
- e) To purchase insurance to protect Association Property, Directors, Officers, Members, managers, and the Association's agents;
- f) To make, establish, and enforce Bylaws and reasonable rules and regulations governing the use of the Property and conduct of Members and Invitees;
- g) To act as trustee on behalf of the Members, obtain and use insurance proceeds, and to reconstruct Improvements on the Property in the event of casualty or other loss;
- h) To enforce the provisions of the Governing Documents and any Subassociation Governing Documents by any and all legal and equitable means available;
- i) To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation, and management of the Property, and to enter into any other agreements consistent with the purposes of the Association including management agreements, agreements to acquire use or possessory interests in real property, whether adjacent to the Property or otherwise, and to provide therein that the expenses related to the acquisition or use of such interests are common expenses which may be funded by Assessments. Such expenses may include (but are not limited to) taxes, insurance, utilities, memberships, and maintenance and repair costs;
- j) To maintain, repair, operate, and manage any land or property as required by any governmental or quasi-governmental authority pursuant to any license, permit, or

otherwise, including (but not limited to) permits for the Water Management System issued by the St. Johns River Water Management District;

4.4 Association Property. All funds and title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Association and its Members in accordance with the Governing Documents.

4.5 Stormwater Management System. The Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of St. Johns River Water Management District Permit No. 101244-6, any other applicable permits, applicable St. Johns River Water Management District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System. The assessments shall be used for the maintenance and repair of the Stormwater management Systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements. The stormwater management system shall be operated and maintained per the St. Johns River Water Management District and City of Titusville Code of Ordinances.

4.6 Distribution of Income. The Association shall make no distribution of income to its Members, Directors, or Officers. This provision shall not apply to the distribution of insurance proceeds, condemnation proceeds, or distribution of assets upon dissolution in accordance with the Governing Documents and Acts.

4.7 Proviso. Notwithstanding anything to the contrary herein, it is possible that the obligations for operation and maintenance of the Stormwater Management System may ultimately be delegated to a Subassociation or Community Development District (CDD), in which case the Association's obligations shall be limited to refraining from any act or omission which would violate the terms of the applicable permit.

ARTICLE V INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: William G. Allen, 5150 Tamiami Trail N., Ste. 500, Naples, FL 34013-2823.

ARTICLE VI DIRECTORS

6.1 Number and Qualification. Until Transition, the Association shall be governed by a Board of Directors which shall initially be composed of three (3) persons. Declarant shall have the right to appoint all members of the Board of Directors until Transition, except that Members other than Declarant may elect one member of the Board of Directors after fifty percent (50%) of the Lots, Residential Units, Commercial Parcels, Commercial Units, Quasi-Residential Parcels, and Quasi-Residential Units (collectively) in all phases of the Development which will ultimately be operated by the Association have been conveyed to Members other than the Declarant. At the

first meeting of the Members at which the Members other than the Declarant are entitled to elect a majority of the Board (Transition), the Board of Directors shall be increased to seven (7) total members. Of the seven (7) total Directors, four (4) Directors shall be elected by the Class B Members, one (1) Director shall be elected by the Class A Members, one (1) Director shall be elected by the Class C Members, and one (1) Director shall be elected by the Class D Members. In the event Declarant elects to exercise its right to appoint one Director following Transition, the Board of Directors shall be composed of eight (8) total Directors, with the eighth Director being appointed by the Declarant, until such time as Declarant no longer possesses, or chooses not to exercise, the right to appoint one Director, in which case the Board shall be composed of seven (7) total Directors as stated above. After Transition, the number of Directors may be increased or decreased from time to time, but shall never be fewer than three, by the written consent or affirmative vote of two-thirds (2/3) of the total Voting Interests of each Class of the Members. The process for electing Directors shall be set forth in the Association's Bylaws.

6.2 Vacancies. If a vacancy on the Board of Directors occurs because of an insufficient number of candidates to fill all vacancies by election, or by resignation, death, incapacity, or otherwise (except by recall), such vacancy may be filled by the remaining Directors; provided that the Board shall attempt to fill the vacancy by a Member of the Class which would otherwise have the right to elect a director to fill the vacancy if the vacancy were to be filled by election. If no such Member is willing or eligible to serve, then the vacancy may be filled by any eligible person.

6.3 Duties and Powers. All duties and powers of the Association shall be exercised exclusively by the Board of Directors (or as may be delegated by the Board to a committee, agent, contractor, or employees), subject only to approval by Members when specifically required by the Governing Documents or by law.

6.4 Election and Removal. The manner of electing and removing (recalling) Directors and conducting the annual meeting shall be as stated in the Bylaws.

6.5 First Directors. The following persons shall constitute the initial Board of Directors and each shall hold office for the terms and subject to the provisions of the Bylaws:

<u>NAME</u>	<u>ADDRESS</u>
William G. Allen	5150 Tamiami Trail N., Ste. 500 Naples, FL 34103
William G. Allen, Jr.	5150 Tamiami Trail N., Ste. 500 Naples, FL 34103
Thomas Kirsop	112 Water Ridge Blvd. Auburndale, FL 33823

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ARTICLE VII OFFICERS

Association affairs shall be managed by a President, one or more Vice Presidents, a Secretary, and a Treasurer, and such other Officers as the Board shall deem appropriate from time to time. Officers shall be appointed and removed by the Board of Directors.

ARTICLE VIII MEMBERS

8.1 Membership. Every Owner of a fee interest in a Lot, Residential Unit, Commercial Parcel, Commercial Unit, Quasi-Residential Parcel, and Quasi-Residential Unit shall be a mandatory Member of the Association. Membership in the Association is appurtenant to, and inseparable from, ownership of a fee interest in a Lot, Residential Unit, Commercial Parcel, Commercial Unit, Quasi-Residential Parcel, and Quasi-Residential Unit and may not be conveyed, transferred, or hypothecated except through conveyance, transfer, or hypothecation of the Lot, Residential Unit, Commercial Parcel, Commercial Unit, Quasi-Residential Parcel, and Quasi-Residential Unit to which the membership interest is appurtenant. Membership may not be abandoned or surrendered and no person may dissociate himself or herself without divesting himself or herself of a fee interest in the Lot, Residential Unit, Commercial Parcel, Commercial Unit, Quasi-Residential Parcel, and Quasi-Residential Unit to which the membership interest is appurtenant. The Association shall initially have five classes of membership, as set forth herein.

8.2 Multiple Owners of Record. When any one (1) Lot, Residential Unit, Commercial Parcel, Commercial Unit, Quasi-Residential Parcel, or Quasi-Residential Unit is owned by more than one (1) person, individual, partnership, corporation, or other legal entity, the composite title holder shall constitute one (1) Member of the Association. Any person, individual, partnership, corporation, or other legal entity owning more than one (1) Lot, Residential Unit, Commercial Parcel, Commercial Unit, Quasi-Residential Parcel, or Quasi-Residential Unit shall constitute as many Members as the number of Lots, Residential Units, Commercial Parcels, Commercial Units, Quasi-Residential Parcels, and Quasi-Residential Units owned.

8.3 Classes of Membership and Voting Rights. The Association shall initially have five (5) classes of Membership as provided below.

a) **Class A Members – Residential Lots.** There shall be one (1) Voting Interest per Lot for all matters for which Members are entitled to vote, irrespective of the number of Owners of the Lot. The Voting Interest shall be exercised by the Members in the manner provided by the Declaration, the Articles, and the Bylaws.

b) **Class B Members – Residential Units.** There shall be one (1) Voting Interest per Residential Unit for all matters for which Members are entitled to vote, irrespective of the number of Owners of the Residential Unit. The Voting Interest shall be exercised by the Members in the manner provided by the Declaration, the Articles, and the Bylaws.

c) **Class C Members – Quasi-Residential Parcels and Units.** Owners of fee interests in Quasi-Residential Parcels and Quasi-Residential Units shall be Class C Members of the Association. Holders of leasehold interests or transient occupancy rights (e.g., lessees of apartments) shall not constitute Association Members. Voting rights with respect to Class C Members shall be determined as follows:

i) **Before Construction of Improvements.** Before construction of Improvements on Quasi-Residential Parcels, there shall be one (1) Voting Interest allocated per acre of the Quasi-Residential Parcel, rounded up to the nearest whole acre. For example, a Quasi-Residential Parcel containing or comprised of 9.2 acres of land shall have as an appurtenance thereto ten (10) total Voting Interests before construction of Improvements on that parcel.

ii) **After Construction of Improvements.** After construction of Improvements on a Quasi-Residential Parcel, the Voting Interests with respect to such parcel shall be allocated based on the number of separately leasable or occupiable spaces which are intended for the overnight stay and include sleeping accommodations for human occupants. After construction of Improvements, there shall be one-half (1/2) Voting Interest per separately leasable or occupiable space. For example, if an apartment building were to be constructed on a Quasi-Residential Parcel, the Owner of the fee interest in the land on which the apartment building was constructed shall be a Class C Member of the Association, and such Owner shall possess as an appurtenance to the underlying fee a number of Voting Interests equal to the number of dwelling units, or separately leasable or occupiable spaces, within the apartment complex, divided by two. So, for an apartment building containing one-hundred (100) separately leasable or occupiable dwelling units, the Owner of the underlying fee interest shall possess as an appurtenance thereto fifty (50) total Voting Interests. Similarly, if a Condotel comprised of one-hundred (100) condominium parcels were to be constructed on a Quasi-Residential Parcel, the Owners of fee interests in the condominium parcels would each be Class C Members who shall possess as an appurtenance to their respective condominium parcels a one-half (1/2) Voting Interest for a total of fifty (50) Voting Interests appurtenant to all condominium parcels within the Condotel. For the purposes of this Section, "construction of Improvements" shall be deemed to occur with respect to any Improvement on the date the Improvement(s) is or are suitable for use for the intended purpose and capable of being used or occupied according to a certificate of occupancy or other equivalent instrument issued by the local government having jurisdiction.

d) **Class D Members – Commercial Parcels & Units.** Owners of fee interests in Commercial Parcels and Commercial Units shall be Class D Members of the Association. Voting rights with respect to Class D Members shall be determined as follows:

i) **Before Construction of Improvements.** Before construction of Improvements on Commercial Parcels, there shall be one (1) Voting Interest allocated per acre of the Commercial Parcel, rounded up to the nearest whole acre. For example, a Commercial Parcel containing or comprised of 9.2 acres of land shall have as an

appurtenance thereto ten (10) total Voting Interests before construction of Improvements on that parcel.

ii) **After Construction of Improvements.** After construction of Improvements on a Commercial Parcel, the Voting Interests with respect to such parcel shall be allocated based on the square footage of Improvements constructed on or within such parcel. Specifically, there shall be one (1) Voting Interest appurtenant to the Commercial Parcel for each two thousand five hundred (2,500) square feet of Improvements, rounded up to the nearest 2,500-square foot interval (e.g., a 2,600-square-foot Improvement shall be rounded up to 5,000 square feet and allocated two (2) Voting Interests) located on or within the Commercial Parcel. For the purposes of this Section, "construction of Improvements" shall be deemed to occur with respect to any Improvement on the date the Improvement(s) is or are suitable for use for the intended purpose and capable of being used or occupied according to a certificate of occupancy or other equivalent instrument issued by the local government having jurisdiction. After Improvements have been constructed on a Commercial Parcel, each separately conveyable and occupiable part of the Improvements shall be deemed to constitute separate Commercial Units, and the Voting Interests appurtenant to the Commercial Parcel shall be deemed appurtenant to the Commercial Units in accordance with the total square footage of each Commercial Unit, rounded up to the nearest 2,500-square foot interval in each instance. For example, if on a Commercial Parcel containing 4.4 acres of land the parcel Owner and developer intends to construct a commercial office condominium building containing four commercial condominium units proposed to be used as professional offices of 3,000 square feet each, before the Improvements are constructed, the Commercial Parcel Owner shall have five (5) total Voting Interests as appurtenances to the Commercial Parcel (one Voting Interest per acre, rounded up). However, following construction of the Improvements, the Owner or Owners of each of the four commercial condominium Units shall have two (2) total Voting Interests as appurtenances to each Commercial Unit, for a total of eight (8) Voting Interests appurtenant to all Commercial Units on the Commercial Parcel.

e) **Class E Member – Declarant.** The Declarant, or a successor or assignee of Declarant who has been specifically assigned the rights of Declarant as a Class E Member in a written instrument recorded in the Official Records of Brevard County, Florida, shall be the Class E Member of the Association. The Class E Member shall have a number of Voting Interests equal to the total number of all Voting Interests of all classes of Membership in the Association (other than Class E) multiplied by ten (10). Class E Membership shall exist from the creation of the Association and shall continue until Transition. After Transition, the Class E Membership shall terminate and Declarant shall be a Member of one or more classes of Membership identified above based on the number (and with respect to Quasi-Residential Parcels, Commercial Parcels, and Commercial Units, dimensions) of Lots, Commercial Parcels, Commercial Units, Quasi-Residential Parcels, and Quasi-Residential Units Declarant owns following Transition.

8.4 Cumulative Voting Prohibited. With respect to all Member votes, cumulative voting is prohibited. Members shall only be permitted to vote on matters specifically authorized by the Governing Documents or specifically required or permitted by law.

8.5 Representative Voting. Notwithstanding that Owners of Lots, Residential Units, Commercial Parcels, Commercial Units, Quasi-Residential Parcels, and Quasi-Residential Units shall be Members of the Association, with respect to any Lots, Residential Units, Commercial Parcels, Commercial Units, Quasi-Residential Parcels, and Quasi-Residential Units that are subject to mandatory membership in a Subassociation, the Voting Interests attributable to the Members under the Master Governing Documents, except for the Class E Member, shall be exercised in a representative capacity by the most senior Officer of the Subassociation (i.e., if the Subassociation is a corporation, by the President of the Subassociation) and not by the Members directly (except the Class E Member). With respect to any matter required or permitted to be submitted to the vote of the Members of the Master Association by the Master Governing Documents or law, the Voting Interests of the Members subject to mandatory membership in a Subassociation shall be collectively exercised by the most senior Officer of the Subassociation, who must vote all Voting Interests attributable to Members within the Subassociation either for or against the proposed action (i.e., the most senior Officer must either cast all Voting Interests for or against the proposed action and may not cast some Voting Interests for the proposed action and some against it). Any Owners who are not subject to mandatory membership in a Subassociation shall have the right to directly exercise their Voting Interests with respect to their Lots, Residential Units, Commercial Parcel, Commercial Units, Quasi-Residential Parcels, or Quasi-Residential Units as the case may be.

8.6 Transition. Transition of Association control is the point at which Members other than the Declarant are entitled to elect a majority of the members of the Board. For the purposes of this section, "Members other than the Declarant" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing Improvements thereon for resale on behalf of Declarant, if any. Transition shall occur on the earlier of the following events:

a) Three months after 90 percent of the Lots, Residential Units, Commercial Units, Quasi-Residential Parcels, and Quasi-Residential Units (collectively) in all phases of the Development that will ultimately be operated by the Association have been conveyed to Members other than the Declarant;

b) Upon the Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. There is a rebuttable presumption that the Declarant has abandoned and deserted the property if the Declarant has unpaid Assessments or guaranteed amounts for a period of more than 2 years;

c) Upon the Declarant filing a petition seeking protection under chapter 7 of the federal Bankruptcy Code;

d) Upon the Declarant 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; or

e) Upon a receiver for the Declarant 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 Association or its Members.

f) At such other time as Declarant may determine, which may be achieved by Declarant causing a majority of the Declarant-appointed directors to resign and the Association conducting an election to fill a majority of the positions on the Board by non-Declarant Members.

8.7 Member Representation Pre-Transition. Members other than the Declarant are entitled to elect one member of the Board of Directors once 50 percent of the Lots, Residential Units, Commercial Parcels, Commercial Units, Quasi-Residential Parcels, and Quasi-Residential Units in all phases of the Development which will ultimately be operated by the Association have been conveyed to Members other than the Declarant.

8.8 Post Transition. After Transition, Declarant shall be entitled to elect at least one member of the Board of Directors so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots, Residential Units, Commercial Parcels, Commercial Units, Quasi-Residential Parcels, and Quasi-Residential Units in the Association. After Transition, Declarant may exercise the right to vote any Declarant-owned voting interest in the same manner as any other Member, except for the purposes of reacquiring control of the Association or selecting the majority of the Board of Directors.

ARTICLE IX INDEMNIFICATION

Every Director, Officer, employee, and designated agent (as may be designated in other contracts with such agent) of the Association shall be indemnified by the Association and against all expenses and liabilities, including attorneys' fees and costs reasonably incurred or imposed upon the Director, Officer, employee, or designated agent in connection with any proceeding or settlement of a dispute to which the Director, Officer, employee, or designated agent may be a party, or in which the Director, Officer, employee, or designated agent may become involved by reason of being or having been a Director, Officer, employee, or designated agent of the Association, regardless of whether that person maintained his or her position at the time such expenses are incurred; provided, however, that no such Director, Officer, employee, or designated agent shall be entitled to indemnification in the event that such person: (i) committed a violation of criminal law, unless the Director, Officer, employee, or designated agent had reasonable cause to believe his or her conduct was lawful and not no reasonable cause to believe his or her conduct was unlawful; (ii) engaged in a transaction from which the Director, Officer, employee, or designated agent derived an improper personal benefit; (iii) made an unlawful distribution as provided by Florida law; or (iv) engaged in willful misconduct or a conscious disregard for the best interests of the Association in the performance of his or her duties. The Association may

advance expenses, including attorneys' fees and costs, associated with any legal action instituted against a Director, Officer, employee, or designated agent upon approval of a majority of the Board of Directors, exclusive of any Director seeking indemnification; provided, however, that the Association shall be entitled to reimbursement if it is ultimately determined that the Director, Officer, employee, or designated agent was not entitled to indemnification in accordance with this Article. In the event of a settlement, the indemnification set forth herein shall apply only when the Board of Directors, exclusive of any Director seeking indemnification, approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which Directors, Officers, employees, or designated agents may be entitled.

ARTICLE X AMENDMENTS TO ARTICLES

10.1 Amendment Prior to Transition. Prior to the Transition, the Declarant may unilaterally amend these Articles of Incorporation by an instrument signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.

10.2 After Transition. After Transition, these Articles may be amended by the written consent or affirmative vote of two-thirds (2/3) of the total Voting Interests of each Class of the Members and amendments shall be effective upon filing with the Office of the Secretary of State of the State of Florida.

10.3 Limitations on Amendments. Subject to the Declarant's right to unilaterally amend these Articles prior to Transition, these Articles may not be amended in any manner that would:

- a) Affect any rights of the Declarant unless the Declarant approves the amendment in writing; or
- b) Make any changes in the qualifications for Membership or to the Voting Interests of the Members of the Association without first obtaining written approval of all Members and joinder of all record owners of first mortgages encumbering Lots, Residential Units, Commercial Parcels, Commercial Units, Quasi-Residential Parcels, and Quasi-Residential Units.

After Transition, this Section concerning limitations on amendments may only be amended upon the approval of the Declarant, all Members of the Association, and all record owners of first mortgages encumbering Lots, Residential Units, Commercial Parcels, Commercial Units, Quasi-Residential Parcels, and Quasi-Residential Units. Any attempt to amend these Articles in a manner inconsistent with the amendment requirements herein shall be null and void.

10.4 City Approval of Deed Restrictions. Notwithstanding any other provisions of this Article X, owners of property within the subdivision, or the Association on behalf of the owners, shall notify and obtain the City of Titusville Council's approval of any and all changes, amendments or alterations to any deed restrictions affecting the Property.

**ARTICLE XI
DESIGNATION OF REGISTERED AGENT & OFFICE**

The initial registered agent of the Association is:


Carolina Holdings II, LLC
5150 Tamiami Trail N., Ste. 500
Naples, FL 34103-2823

IN WITNESS WHEREOF, the Incorporator has affixed his signature hereunto this 9th
day of September, 2021.


William G. Allen
Incorporator

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation of Registered Agent of Tranquility Master Association, Inc. as set forth in these Articles of Incorporation and acknowledges that it understands and accepts the obligations imposed upon registered agents under the Florida Not-For-Profit Corporation Act.


Registered Agent
As Manager of
Carolina Holdings II, LLC