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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
BOCA BAY MASTER ASSOCIATION, INC.**

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TALLAHASSEE, FLORIDA

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Prepared by:
Christopher N. Davies, Esquire
Cohen & Grigsby, P.C.
Mercato - Suite 6200
9110 Strada Place
Naples, FL 34108

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION.

**THIRD AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BOCA BAY MASTER ASSOCIATION, INC.**

This corporation was formed in 1989 by CSX Realty, Inc., a Virginia corporation, to administer and enforce various covenants and restrictions imposed on certain lands it owned in Lee County, Florida. CSX Realty, Inc. and its successors developed such lands into a series of residential neighborhoods collectively known as Boca Bay. Upon substantial completion of Boca Bay in 2001, control and management of the corporation were turned over to the Owners of property in Boca Bay.

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of Boca Bay Master Association, Inc., a Florida not for profit corporation, which was originally incorporated under the name of Boca Bay Community Association, Inc. and filed on June 5, 1987, and amended and restated and filed on June 30, 2003 are hereby further amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and restated and the provisions of these Third Amended and Restated Articles of Incorporation other than the inclusion of amendments adopted pursuant to Section 617.1007, Florida Statutes, and the omission of matters of historical interest. The Third Amended and Restated Articles of Incorporation of Boca Bay Master Association, Inc. shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Boca Bay Master Association, Inc. (the "Master Association"). Its principal place of business is 801 Gulf Boulevard, Boca Grande, Florida 33921, and its mailing address is Post Office Box 1239, Boca Grande, Florida 33921.

ARTICLE II

DURATION: The Master Association shall have perpetual existence.

ARTICLE III

PURPOSE: The purposes for which the Master Association is organized are as follows:

3.1 To operate as a corporation not for profit pursuant to Chapter 617, Florida Statutes; and to exercise all of the common law and statutory powers of a corporation not-for-profit under the laws of Florida including but not limited to those set forth in Chapters 617 and 720, Florida Statutes, which are not in conflict with the terms of these Third Amended and Restated Articles of

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Incorporation, as amended (the "Articles"), the Second Amended and Restated Master Covenants and Restrictions of Boca Bay and the Second Amended and Restated Bylaws of Boca Bay Master Association, Inc. If any irreconcilable conflict should exist, or hereafter arise, with respect to these Articles the Master Covenants, or Bylaws, the Master Covenants shall control, then the Articles over the Bylaws.

3.2 To administer, enforce and carry out the terms and provisions of the Master Covenants, as same may be amended from time to time, including without limitation the following powers:

- (A) To own, convey, maintain and operate real and personal property as provided in the Master Covenants.
- (B) To make, enforce and amend reasonable rules and regulations.
- (C) To establish, levy, collect and enforce assessments against members as provided in the Master Covenants.
- (D) To sue or be sued.
- (E) To employ the personnel necessary to perform the services, or to enter into contracts to perform the services, required by the Master Covenants to include, but not limited to, a contract for services to operate and maintain the storm water management system.
- (F) To grant, modify, vacate or move easements.

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3.3 To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the Master Association.

3.4 To promote the health, safety, welfare, comfort, and social and economic well-being of the Owners and residents of property in Boca Bay, as authorized by the Master Covenants, these Articles, and by the Bylaws of the Master Association (the "Bylaws").

3.5 To operate, control and maintain that portion of the storm water management system not maintained by homeowners' Associations within or upon the Subject Property including but not limited to retention areas, culverts and related appurtenances, in accordance with South Florida Water Management District Permit No. 36-00 791S and Lee County Land Development Code (1998) Section 10-327 and, in the event the Master Association is dissolved, to assign or dedicate the surface water management system and related easements on the Subject Property to an appropriate unit of local government, and if it is not accepted, to a similar non-profit organization to assure continued maintenance in perpetuity. Subject Property means the property subject to the Master Covenants.

ARTICLE IV

MEMBERS: The qualification of members and the manner of their admission shall be as regulated by the Bylaws. Each owner shall be a member of the Master Association ("Member"). Such membership shall be established upon the recording of an instrument of conveyance in the Public Records of the county conveying a unit or lot to an owner. Master Association membership is comprised of the Owners of all lots and units.

ARTICLE V

DIRECTORS:

5.1 The affairs of the Master Association shall be managed by a Board consisting of not less than three Directors. The number, qualification of Directors and method of their election shall be determined in accordance with the Bylaws.

5.2 The Directors of the Master Association shall be elected by the Members by regional voting.

ARTICLE VI

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, officer, committee member and volunteer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the person seeking indemnification had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the person seeking indemnification derived an improper personal benefit.
- (D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety or property, in an action by or in the right of someone other than the association or a member.

In the event of a settlement, the right to indemnification is subject to the finding by at least a majority of the disinterested Directors that the settlement is in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE VII

CUMULATIVE VOTING: At each election for Directors, every Member entitled to vote at that election shall have the right to cumulate that Member's votes by giving one candidate as many votes as the number of Directors for which such member is entitled to vote at that time multiplied by the number of votes held by that Member, or by distributing those votes on the same principle among

any number of candidates.

ARTICLE VIII

DISSOLUTION: The Master Association may be dissolved only as provided in the Master Covenants, Bylaws and by the laws of the State of Florida. If the Master Association is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate unit of local government. If it is not accepted then the surface water management system must be dedicated to a similar non-profit corporation.

ARTICLE IX

AMENDMENTS: These Articles may be further amended in the following manner:

9.1 **Notice.** Notice of the subject matter of a proposed amendment to these Articles shall be included in the notice of any meeting of the members or the Board of Directors at which a proposed amendment is to be considered.

9.2 **Initiation.** A resolution to amend these Articles may be proposed by majority vote of the Directors, or by petition signed by not less than twenty percent (20%) of the members.

9.3 **Adoption of Amendments.** A resolution for the adoption of a proposed amendment to these Articles shall be approved by members having not less than a majority of the votes of the entire membership of the Association. Any amendment approved by the members may provide that the Board may not further amend, modify or repeal such amendment.

9.4 **Limitation on Amendments.** No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members. No amendment shall be made that is in conflict with the Declaration.

9.5 **Execution and Recording.** No amendment to these Articles shall be valid unless filed with the Secretary of State and recorded in the public records of Lee County, Florida.

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COHEN & GRIGSBY, P.C.

