

N22000009210

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

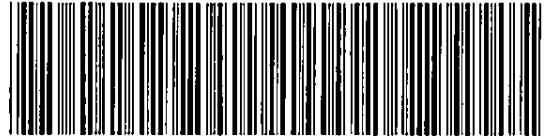
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Adoption Date,
who adopted the
amendment?

Office Use Only



300413516583

08/07/23--01025--111 **25.00

FILED
2023 AUG -7 PM 6:15
CLERK OF STATE
TALLAHASSEE, FL

2023



101 East Kennedy Boulevard
Suite 2800
Tampa, Florida 33602

o 813.229.7600
f 813.229.1660
shumaker.com

CLINTON S. MORRELL
813.227.2224
cmorrell@shumaker.com

August 1, 2023

VIA REGULAR U.S. MAIL

Articles of Incorporation Division
Florida Division of Corporations
PO Box 6327
Tallahassee, FL 32314

Re: Amended and Restated Articles of Incorporation of Seaire Master Homeowners
Association, Inc.
Fla. Div. Corp. Doc No: N22000009210
Our File No.: Hawk Parrish Lakes LLC/Seaire - 274799

Dear Sir or Madam:

Please find enclosed herewith duly the executed Amended and Restated Articles of Incorporation of Seaire Master Homeowners Association, Inc., for filing with the Florida Division of Corporations, along with the requisite \$35.00 filing fee.

Please feel free to contact me should you have any questions concerning this request.

Sincerely,

/s/ Clinton S. Morrell

Clinton S. Morrell

CSM/qs
Enclosures

Prepared by and
when recorded return to:
Clinton S. Morrell, Esq.

SHUMAKER

Shumaker, Loop & Kendrick, LLP

101 East Kennedy Boulevard

Suite 2800

Tampa, Florida 33602

Phone: (813) 229-7600

FILED

2023 AUG -7 PM 6:16

SECRETARY OF STATE
TALLAHASSEE, FL

**CERTIFICATE OF AMENDMENT AND RESTATEMENT OF THE
ARTICLES OF INCORPORATION OF
SEAIRES MASTER HOMEOWNERS ASSOCIATION, INC.**

This Amendment and Restatement of the Articles of Incorporation of Seaire Master Homeowners Association, Inc. is made as of the 21st day of July, 2023, by Hawk Parrish Lakes, LLC, a Delaware limited liability company, as the sole member of Seaire Master Homeowners Association, Inc.

WITNESSETH:

WHEREAS, the Hawk Parrish Lakes, LLC ("Declarant") is the sole member of Seaire Master Homeowners Association, Inc. a nonprofit corporation maintaining and administering certain property and improvements, administering and enforcing the Master Declaration of Covenants, Conditions and Restrictions for Seaire Master Homeowners Association, Inc., as recorded at OR Instrument Number 202341058514 of the public records of Manatee County, Florida, as amended and supplemented from time to time ("Declaration"), and the Articles of Incorporation of Seaire Master Homeowners Association, Inc., recorded as Exhibit B to the Declaration ("Articles of Incorporation");

WHEREAS, Article IX Section 2 of the Articles of Incorporation authorizes Declarant to amend the Articles of Incorporation at any time in its sole and absolute discretion so long as Declarant holds Class "B" Membership rights;

WHEREAS, Declarant holds Class "B" membership rights;

WHEREAS, Declarant has determined in its sole and absolute discretion, in accordance with Article IX Section 2 of the Articles of Incorporation and Fla. Stat. § 617.1002, to replace entirely the Articles of Incorporation with the Amended and Restated Articles of Incorporation of Seaire Master Homeowners Association, Inc. attached hereto as **Exhibit A**.

NOW, THEREFORE, the Declarant hereby declares and certifies as follows:

1. The foregoing recitals are true and correct.

2. The Articles of Incorporation of Seaire Homeowners Association, Inc. is hereby replaced entirely with the Amended and Restated Articles of Incorporation of Seaire Master Homeowners Association, Inc., attached hereto as **Exhibit A**;

3. To the extent there is a conflict between this amendment and the Articles of Incorporation initially filed with the Secretary of State, this amendment shall control.

4. The Articles of Incorporation initially filed with the Secretary of State shall have no force under the law.

5. All initially capitalized terms not defined herein or in the attached amendments shall have the meaning set forth in the Master Declaration of Covenants, Conditions and Restrictions for Seaire Master Homeowners Association, Inc., as recorded at OR Instrument Number 202341058514 of the public records of Manatee County, Florida, as amended and supplemented from time to time.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the date first written above.

HAWK PARRISH LAKES, LLC, as sole member
of SEAIRES MASTER HOMEOWNERS
ASSOCIATION, INC.

Witnesses:

Print Name:

Print Name:

By:

Print:

Its:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of July, 2023 by John Ryan, as Manager, and _____, as _____, of Hawk Parrish Lakes, LLC, a Delaware limited liability company, on behalf of the corporation, who are personally known to me or have produced _____ as identification.

NOTARY PUBLIC

Print Name:

My Commission Expires:



BRITTANY D. CRUTCHFIELD
Commission # GG 976889
Expires June 15, 2024
Bonded Thru Budget Notary Services

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
SEAIRES MASTER HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes, Chapter 617 and 720, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Amended and Restated Articles of Incorporation ("Articles of Incorporation") and does hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is Seaire Master Homeowners Association, Inc. (hereinafter called the "Master Association").

**ARTICLE II
PRINCIPAL OFFICE OF THE MASTER ASSOCIATION**

The initial principal place of business street address and mailing address of the Master Association is 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

**ARTICLE III
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the registered office of the Master Association is 101 E. Kennedy Boulevard, Suite 2800, Tampa, Florida 33602, and the name of the initial registered agent to accept service of process within the State of Florida at that address is Clinton S. Morrell, Esq.

**ARTICLE IV
DEFINITIONS**

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Seaire Master Homeowners Association, Inc., recorded or to be recorded in the Public Records of Manatee County, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

ARTICLE V
PURPOSE AND POWERS OF THE MASTER ASSOCIATION

The Master Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which the Master Association is formed is to act as a homeowners association for owners of the Property described in the Declaration ("Property"), and any additions thereto as may hereafter be brought under the jurisdiction of the Master Association, pursuant to Chapter 720, Florida Statutes and the Declaration. The Master Association shall not pay dividends and no part of any income of the Master Association shall be distributed to its Members, directors or officers. The Master Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Master Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Master Association for the benefit of the Owners and for the maintenance, operation and improvement of the Property and Areas of Common Responsibility, including, without limitation, the following powers:

- (a) Own and convey real property;
- (b) Own, operate, maintain, encumber and convey the Common Property and to operate and maintain Areas of Common Responsibility, including, without limitation, the Master Surface Water Management System and any personal property owned by the Master Association;
- (c) Operate and maintain the Master Surface Water Management System including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain, compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas in accordance with the Declaration;
- (d) Grant easements as to the Common Property to public and private utility companies, including, without limitation, cable television, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utilities and other services thereto, and to enter into shared facilities agreements and related reciprocal easement agreements as may be deemed desirable to provide for utilities and other facilities, and the maintenance thereof and costs associated therewith with any third parties, including, without limitation, homeowners' associations and other public and private utility companies, agencies and entities;
- (e) Establish and amend rules and regulations for the operation of the Master Association, the Common Property and the Development;
- (f) Annex additional real property in accordance with the provisions of the Declaration;
- (g) Sue and be sued;

(h) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the Master Association;

(i) Abate nuisances and enjoin or seek damages from Owners for violation of the provisions of these Articles, the Bylaws, the Declaration and any rules and regulations of the Master Association;

(j) Contract for services to be provided to and for the benefit of the Master Association, including, without limitation, contract for services to provide for the operation and maintenance of the Master Surface Water Management System if the Master Association contemplates employing a maintenance company for such purposes;

(k) Purchase insurance of any nature in such amounts and with such companies as the Board of Directors shall deem necessary or appropriate; and

(l) To do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private.

ARTICLE VI **MEMBERSHIP**

Section 1. Members. Every person or entity who is a record Owner of a fee interest in any Lot in the Property shall be a Member of the Master Association. The Declarant under the Declaration shall also be a Member for so long as Declarant owns any portion of the Property. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Master Association. The Master Association membership of each Owner (other than Declarant) shall be appurtenant to and may not be separated from the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Master Association appurtenant thereto to the new Owner thereof.

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

(a) Class "A". Class "A" Members shall be all Owners of Lots, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Class "A" Members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership.

(b) Class "B". The sole Class "B" Member shall be Declarant. Declarant shall be entitled to five (5) votes for each Lot actually included in the Property owned by Declarant. The

actual number of votes of Declarant shall be determined, from time to time, in accordance with the terms of the Declaration. The Class "B" Member shall be entitled to cast all of its votes in any vote or election held by the Master Association.

(c) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership three months after ninety percent (90%) of the parcels in all phases of the Community (that will ultimately be operated by the Master Association) have been conveyed to Members other than Declarant, or earlier at Declarant's discretion. For purposes of these Articles, the term "Members other than the Declarant" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale; or

Section 3. Multiple Owners. Each vote in the Master Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot. If more than one Class "A" vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Master Association shall be managed and administered by a Board of Directors consisting of at least three (3) members and no more than nine (9) members, as determined in accordance with the Bylaws, provided that there shall always be an odd number of director positions. Each director must be either (1) a Member of the Master Association, or (2) an officer, director or agent either of Declarant or of a member of Declarant. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

| <u>NAME</u> | <u>ADDRESS</u> |
|----------------|--|
| John M. Ryan | 2502 N. Rocky Point Drive Suite 1050 Tampa, FL 33607 |
| Michael Lawson | 2502 N. Rocky Point Drive Suite 1050 Tampa, FL 33607 |
| Lori Price | 2502 N. Rocky Point Drive Suite 1050 Tampa, FL 33607 |

While there is Class B Membership, Declarant shall appoint all Directors, except Members other than Declarant are entitled to elect one (1) member of the Board of Directors if fifty percent (50%) of the parcels in all phases of the Community which will ultimately be operated by the Master Association have been conveyed to Members. After termination of Class B Membership, Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development. After Declarant relinquishes control of the Master Association, Directors shall be elected by majority vote of all members, and Declarant may exercise the right to vote any Declarant- owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Master Association or selecting the majority of the members of the Board of Directors.

ARTICLE VIII **DURATION**

The corporation shall commence to exist upon the filing of these Articles with the Florida Department of State and shall thereafter exist in perpetuity. In the event the Master Association is dissolved, the Master Surface Water Management System and any other Common Property shall be conveyed to an appropriate agency of local government, and that if such property is not accepted thereby, then the Master Surface Water Management System and any other Common Property shall be dedicated to another not-for-profit corporation

ARTICLE IX **AMENDMENTS**

Section 1. Amendment by Members. These Articles of Incorporation may be amended by the vote or written consent of 2/3 of all voting interests.

Section 2. Amendment by Declarant. Notwithstanding the provisions of Sections 1 of this Article X, the Declarant shall have the right to amend these Articles at any time in its sole and absolute discretion so long as Class B Membership exists.

Section 3. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Manatee County, Florida.

Section 4. Limitations. No amendment shall be made that is in conflict with the Declaration.

ARTICLE X BYLAWS

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

ARTICLE XI INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Master Association shall defend, indemnify and hold harmless any person of the Master Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Master Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Master Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Master Association, if he acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made with respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Master Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 3. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Master Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Master Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Master Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Master Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Master Association's directors, officers, committee members, employees or agents may be entitled under the Master Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Master Association for which indemnification is deemed to be against public policy by a court of competent jurisdiction. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Master Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Master Association in any of his capacities as described in Section 1, whether or not the Master Association would have the obligation to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Master Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Master Association shall be obligated to indemnify such person (if entitled to indemnification by the Master Association) only to the extent such insurance does not indemnify such person.

ARTICLE XII **INCONSISTENCY**

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE XIII
INCORPORATOR

The name and street address of the sole incorporator of the corporation was Thomas J. Cockriel, 101 East Kennedy Blvd, Suite 2700, Tampa, FL 33602.

ARTICLE XIV
OFFICERS

The day-to-day affairs of the Master Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Master Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME

OFFICE

John M. Ryan
2502 N. Rocky Point Drive
Suite 1050
Tampa, FL 33607

President

Michael Lawson
2502 N. Rocky Point Drive
Suite 1050
Tampa, FL 33607

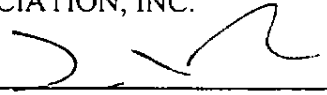
Secretary

Lori Price
2502 N. Rocky Point Drive
Suite 1050
Tampa, FL 33607

Treasurer

IN WITNESS WHEREOF, the undersigned, constituting the sole member of this Master Association, has executed this Amended and Restated Articles of Incorporation this 21st day of July, 2023.

HAWK PARRISH LAKES, LLC, as sole member
of SEAIRE MASTER HOMEOWNERS
ASSOCIATION, INC.

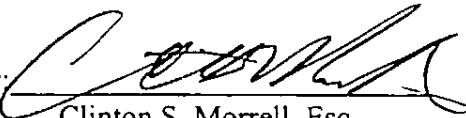
By: 
John Ryan, Manager

SEAIRES MASTER HOMEOWNERS ASSOCIATION, INC.

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent for Seaire Master Homeowners Association, Inc. at the office designated in the foregoing Articles of Incorporation, I am familiar with the duties and obligations of Registered Agent and hereby agree to act in this capacity and to comply with all statutes relative to the proper and complete performance of my duties.

REGISTERED AGENT:

By: 
Clinton S. Morrell, Esq.

Street Address:
101 E. Kennedy Boulevard, Suite 2800
Tampa, Florida 33602



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 7, 2023

CLINTON S. MORRELL
101 EAST KENNEDY BOULEVARD
TAMPA, FL 33602

SUBJECT: SEAIRES MASTER HOMEOWNERS ASSOCIATION ,INC.
Ref. Number: N22000009210

We have received your document for SEAIRES MASTER HOMEOWNERS ASSOCIATION ,INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The date of adoption of each amendment must be included in the document.

If an amendment was approved by the shareholders, the date of adoption of the amendment and one of the following statements must be contained in the document:

(1) A statement that the number of votes cast for the amendment by the shareholders was sufficient for approval.

(2) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Anissa Butler
Regulatory Specialist II

Letter Number: 623A00020608