

**Articles of Incorporation of Beacon Woods East Master Association, Inc.**

		<b>O. R.</b>	<b>PG</b>
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EXHIBIT "A"

LEGAL DESCRIPTION:

MILLWOOD VILLAGE (BEACON WOODS EAST VILLAGES 12 and 13) as recorded in Plat  
Book 26, Pages 86-90, Public Records of Pasco County, Florida.

LEGAL DESCRIPTION:

A portion of Lots 49, 50, 51, 53, 54 and 55, and all of Lots 52, 56, 57 and 61 in Section 25, Township 24 South, Range 16 East, of the Port Richey Land Company Subdivision as recorded in Plat Book 1, Pages 60 and 61, Public Records of Pasco County, Florida;

TOGETHER WITH

All of Lots 8, 13, and 14 in Section 36, Township 24 South, Range 16 East, of said Port Richey Land Company Subdivision;

TOGETHER WITH

A portion of Sections 25, 26, 27, 34, 35 and 36, Township 24 South, Range 16 East, Pasco County, Florida;

All being more particularly described as follows:

Commence at the Northeast corner of said Section 35; thence S 00°39' 09" W, along the easterly line of said Section 35, for 1,652.94 feet to the POINT OF BEGINNING; thence continue S 00°39' 09" W, along said line, for 621.18 feet to the Northeast corner of WOODWARD VILLAGE UNIT 3 according to the plat thereof as recorded in Plat Book 22, Pages 13 through 15, Public Records of Pasco County, Florida; thence along the northerly and westerly line of said Woodward Village Unit 3 by the following six (6) courses; (1) thence N 89°20' 17" W for 255.95 feet; (2) thence S 67°42' 07" W, for 588.98 feet to a point on the arc of a non-tangent curve from which a radial line bears S 67°42' 07" W to the center of said curve; (3) thence along the arc of said curve concave southwesterly, having for its elements a radius of 700.00 feet, a central angle of 04°57' 21", an arc distance of 60.55 feet, a chord bearing of S 19°49' 13" E, and a chord distance of 60.53 feet; (4) thence S 72°39' 28" W, for 100.00 feet to a point on the arc of a non-tangent curve from which a radial line bears S 72°39' 28" W to center of said curve; (5) thence along the arc of said curve concave southwesterly, having for its elements a radius of 600.00 feet, a central angle of 04°50' 32", an arc distance of 50.71 feet, a chord bearing of S 14°55' 16" E, and a chord distance of 50.69 feet to a point of tangency; (6) thence S 12°30' 00" E, for 14.20 feet to the Northeast corner of WOODWARD VILLAGE UNIT 2A according to the plat thereof as recorded in Plat Book 22, Pages 40 and 41 of the Public Records of Pasco County, Florida; thence along the northerly line of said Woodward Village Unit 2A by the following two (2) courses; (1) thence S 85°22' 14" W, for 151.51 feet; (2) thence S 77°30' 00" W, for 200.00 feet; thence N 12°30' 00" W, for 25.00 feet; thence N 25°30' 00" W, for 700.00 feet; thence N 38°38' 22" W, for 337.65 feet; thence S 51°21' 38" W, for 1.02 feet; thence N 38°38' 22" W, for 739.02 feet; thence S 53°34' 19" W, for 98.86 feet to a point of curve; thence along the arc of said curve concave northwesterly having for its elements a radius of 1,492.39 feet, a central angle of 23°20' 57", an arc distance of 608.18 feet, a chord bearing of S 65°14' 47" W, and a chord distance of 603.98 feet; thence S 07°40' 38" E, for 944.71 feet to the Northeast corner of CLAYTON BOULEVARD according to the plat thereof, as recorded in Plat Book 23, Pages 52 and 53 of the Public Records of Pasco County, Florida; thence S 82°19' 22" W, along the northerly line of said Clayton Boulevard, for 80.00 feet to a point on the easterly boundary of RAVENSWOOD VILLAGE UNIT 2B according to the plat thereof as recorded in Plat Book 21, Pages 139 through 144, Public Records of Pasco County, Florida; thence along the easterly and northerly line of said Ravenswood Village Unit 2B by the following six (6) courses; (1) N 07°40' 38" W, for 110.00 feet; (2) S 82°19' 22" W, for 490.00 feet; (3) N 07°40' 38" W, for 185.99 feet; (4) N 19°40' 38" W, for 395.68 feet; (5) N 52°34' 57" W, for 86.99 feet to a point on the arc of a non-tangent curve from which a radial line bears N 28°49' 47" W to the center of said curve; (6) along the arc of said curve concave northwesterly having a radius of 2,000.00 feet, a central angle of 21°06' 42", an arc of 736.94 feet, a chord bearing of S 71°43' 34" W, and a chord distance of 732.77 feet to the northeastern most corner of Lot 548, RAVENSWOOD VILLAGE UNIT 1, according to the plat thereof as recorded in Plat Book 19, Pages 62 through 67, Public Records of Pasco County, Florida; thence continue along the northerly and westerly lines of said Ravenswood Village Unit 1 by the following three (3) courses; (1) along the arc of a curve concave northerly having a radius of 2,000.00 feet, a central angle of 03°46' 31", an arc of 131.78 feet, a chord bearing of S 84°10' 11" W, and a chord distance of 131.76 feet; (2) S 14°45' 49" W, for 110.33 feet; (3) S 45°19' 22" W, for 473.36 feet; thence N 44°40' 59" W, for 522.27 feet to a point on the arc of a non-tangent curve from which a radial line bears N 77°16' 42" W to the center of said curve; thence along the arc of said curve, concave westerly, having for its elements a radius of 300.00 feet, a central angle of 08°22' 25", an arc distance of 43.84 feet, a chord bearing of N 08°32' 06" E, and a chord distance of 43.81 feet to a point of tangency; thence N 04°20' 51" E, for 83.08 feet to a point on the arc of a non-tangent curve from which a radial line bears N 12°16' 08" E to

the center of said curve; thence along the arc of said curve, concave northerly, having for its elements a radius of 375.00 feet, a central angle of  $00^{\circ}04'49''$ , an arc distance of 0.52 feet, a chord bearing of  $N 77^{\circ}41'33'' W$ , and a chord distance of 0.52 feet to a point of reverse curve; thence along the arc of said curve concave southeasterly, having for its elements a radius of 25.00 feet, a central angle of  $76^{\circ}42'48''$ , an arc distance of 33.47 feet, a chord bearing of  $S 63^{\circ}59'33'' W$ , and a chord distance of 31.03 feet to a point of reverse curve; thence along the arc of said curve concave northwesterly, having for its elements a radius of 400.00 feet, a central angle of  $19^{\circ}41'13''$ , an arc distance of 137.44 feet, a chord bearing of  $S 35^{\circ}28'46'' W$ , and a chord distance of 136.77 feet to a point of tangency; thence  $S 45^{\circ}19'22'' W$ , for 295.02 feet to the northeasterly right-of-way line of Fivay Road (an 80.00 foot right-of-way); thence  $N 44^{\circ}40'59'' W$ , along said northeasterly right-of-way line for 2,129.34 feet to a point of curve; thence continue along said right-of-way line on the arc of a curve concave northeasterly having for its elements a radius of 900.00 feet, a central angle of  $07^{\circ}52'58''$ , an arc distance of 132.08 feet, a chord bearing of  $N 40^{\circ}44'30'' W$ , and a chord distance of 131.97 feet; thence departing said northeasterly right-of-way line  $N 46^{\circ}53'04'' E$ , for 427.35 feet; thence  $N 00^{\circ}38'04'' E$ , for 1,096.33 feet; thence  $N 89^{\circ}21'56'' W$ , for 346.44 feet; thence  $N 00^{\circ}38'04'' E$ , for 606.00 feet; thence  $N 89^{\circ}31'25'' W$ , for 650.00 feet; thence  $N 00^{\circ}38'04'' E$ , for 80.00 feet to the northerly line of the South 1/2 of the the Southeast 1/4 of said Section 27; thence  $S 89^{\circ}31'25'' E$ , along said line for 2,322.24 feet to the westerly line of said Section 26; thence along said line  $N 00^{\circ}35'25'' E$ , for 1,326.03 feet to the West quarter corner of said Section 26; thence  $S 89^{\circ}35'16'' E$ , along the East-West centerline of said Section 26, said East-West line being the southerly boundary of GULF COAST ACRES, UNIT 1, according to the plat thereof as recorded in Plat Book 5, Page 84, Public Records of Pasco County, Florida, and the southerly boundary of GULF COAST ACRES, UNIT 4, according to the plat thereof as recorded in Plat Book 5, Page 87, Public Records of Pasco County, Florida, and 15 feet South of and parallel with the southerly line of Lots 11 and 12 in Section 26, Port Richey Land Company Subdivision, according to the plat thereof as recorded in Plat Book 1, Pages 60 and 61, Public Records of Pasco County, Florida, for 5,339.58 feet to the West quarter corner of said Section 25; thence  $S 00^{\circ}56'15'' W$ , along the westerly boundary of said Section 25 for 361.72 feet; thence  $S 89^{\circ}35'33'' E$ , along a line parallel with the northerly line of the Southwest quarter of said Section 25, for 2,620.91 feet to the easterly line of the Southwest quarter of said Section 25; thence  $S 00^{\circ}46'54'' W$ , along said easterly line for 1,884.52 feet; thence  $N 89^{\circ}12'53'' W$ , for 202.00 feet; thence  $S 89^{\circ}12'53'' E$ , for 111.98 feet; thence  $S 42^{\circ}49'45'' E$ , for 132.94 feet; thence  $S 89^{\circ}12'53'' E$ , for 57.03 feet to a point on the arc of a non-tangent curve from which a radius of 1,227.92 feet, a central angle of  $05^{\circ}09'03''$ , an arc distance of 110.39 feet, a chord bearing of  $N 88^{\circ}03'29'' E$ , and a chord distance of 110.35 feet to the aforementioned easterly line of the Southwest quarter of said Section 25; thence  $S 00^{\circ}46'54'' W$ , along said line, for 142.33 feet to the North quarter corner of said Section 36; thence  $S 00^{\circ}41'37'' W$ , along the North-South centerline of said Section 36, for 990.36 feet to a point 15.00 feet westerly of the Northwest corner of Lot 8 of said Port Richey Land Company Subdivision; thence  $S 89^{\circ}33'08'' E$ , along the westerly extension of, and the northerly line of said Lot 8 for 1,319.89 feet to the Northeast corner of said Lot 8; thence  $S 00^{\circ}41'50'' W$ , along the easterly boundary of said Lots 8 and 13, for 660.72 feet to the Southeast corner of said Lot 13; thence  $N 89^{\circ}31'52'' W$ , along the southerly line of said Lot 13 for 879.90 feet to the Northeast corner of said Lot 14; thence  $S 00^{\circ}41'41'' W$ , along the easterly line of said Lot 14 and its southerly extension for 990.60 feet to the northerly line of FIVE-A RANCHES, UNIT 6, according to the plat thereof as recorded in Plat Book 7, Page 54, Public Records of Pasco County, Florida; thence  $N 89^{\circ}29'59'' W$ , along said line for 439.93 feet to the center of said Section 36, said point also being the Southeast corner of FIVE-A RANCHES, UNIT 7, according to the plat thereof as recorded in Plat Book 7, Page 55, Public Records of Pasco County, Florida; thence along the boundary of said Unit 7 by the following two (2) courses; (1)  $N 00^{\circ}41'37'' E$ , for 990.36 feet to the Northeast corner of said Unit 7; (2)  $N 89^{\circ}27'44'' W$ , along the northerly line of said Unit 7 and also the northerly line of Lot 30 of said Port Richey Land Company Subdivision, and the westerly extension thereof, for 2,625.90 feet to the POINT OF BEGINNING.

LESS THE FOLLOWING:

Commence at the Northeast corner of said Section 35; thence  $N 89^{\circ}42'55'' W$ , along the northerly line of said Section 35, for 1,758.76 feet to the POINT OF BEGINNING; thence  $S 10^{\circ}54'48'' W$ , for 291.76 feet; thence  $S 86^{\circ}54'41'' W$ , for 2,100.00 feet; thence  $N 00^{\circ}54'48'' E$ , for 1,114.84 feet; thence  $N 78^{\circ}48'19'' E$ , for 956.95 feet; thence  $S 79^{\circ}05'19'' E$ , for 1,344.60 feet; thence  $S 10^{\circ}54'48'' W$ , for 658.24 feet to the POINT OF BEGINNING.

Containing 892.34 acres, more or less.

ew:LD44:A2/2  
95-057.50  
03/07/88

EXHIBIT "B" 2 of 2

O.R. 1710 PG 0193

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles  
of Incorporation of **BEACON WOODS EAST MASTER ASSOCIATION, INC.**

a corporation organized under the laws of the State of Florida,  
filed on **NOVEMBER 9, 1987.**

The document number of this corporation is **N23357**  
**A NON PROFIT CORPORATION**

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
9th day of November 1987.



CR2E022 (8-87)

Handwritten signature of Jim Smith in cursive.

**Jim Smith**  
Secretary of State

CR2E040 (8-87)

EXHIBIT "C"

ARTICLES OF INCORPORATION  
OF  
BEACON WOODS EAST MASTER ASSOCIATION, INC.,  
a Florida corporation not-for-profit

FILED  
ESTIMATED - 3 11 06  
COUNTY CLERK  
TALLAHASSEE, FLORIDA

PREAMBLE:

BEACON HOMES OF FLORIDA, LTD., a Florida limited partnership ("DECLARANT"), owns certain property in Pasco County, Florida. DECLARANT intends to record a Master Declaration for Beacon Woods East (the "DECLARATION") which will affect the property. This Association is being formed to administer the DECLARATION and to perform, among other things, the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Pasco County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles, and to the Bylaws of the Association. Until such time as the DECLARATION is so recorded, the incorporator shall be the member of the Association.

ARTICLE I - NAME

The name of the corporation is: BEACON WOODS EAST MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "MASTER ASSOCIATION").

ARTICLE II - PURPOSE

The purposes for which the MASTER ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the DECLARATION, as same may be amended from time to time.
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, and accepted by the BOARD.
4. To promote the health, safety, welfare, comfort, and social and economic welfare of the MASTER ASSOCIATION MEMBERS, and the OWNERS and residents of the SUBJECT PROPERTY, as authorized by the DECLARATION, by these ARTICLES, and by the BYLAWS.

ARTICLE III - POWERS

The MASTER ASSOCIATION shall have the following powers:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.
2. All of the powers, express or implied, granted to the MASTER ASSOCIATION by the DECLARATION or which are reasonably necessary in order for the MASTER ASSOCIATION to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION.
3. To make, establish and enforce rules and regulations governing the use and maintenance of the SUBJECT PROPERTY.

MASTER ARTICLES-1

4. To make and collect ASSESSMENTS against MEMBERS of the MASTER ASSOCIATION to defray the costs, expenses, reserves and losses incurred or to be incurred by the MASTER ASSOCIATION and to use the proceeds thereof in the exercise of the MASTER ASSOCIATION's powers and duties.

5. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

6. To purchase insurance for the protection of the MASTER ASSOCIATION, its officers, Directors and MEMBERS, and such other parties as the MASTER ASSOCIATION may determine to be in the best interests of the MASTER ASSOCIATION.

7. To operate, maintain, repair, and improve all COMMON AREAS, and such other portions of the SUBJECT PROPERTY as may be determined by the BOARD from time to time.

8. To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the SUBJECT PROPERTY pursuant to the DECLARATION.

9. To contract for cable television and security services within the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

10. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the MEMBERS of the MASTER ASSOCIATION and the OWNERS and residents of the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

11. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the MASTER ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties.

12. To operate and maintain the surface water management and drainage system for the SUBJECT PROPERTY, including all lakes, retention areas, culverts, and related appurtenances.

13. To sue and be sued.

#### ARTICLE IV - MEMBERS

##### 1. MEMBERS.

1.01 HOMEOWNERS ASSOCIATION MEMBER. Each HOMEOWNERS ASSOCIATION shall be a MEMBER of the MASTER ASSOCIATION. Such membership shall be established upon the filing of the articles of incorporation of the HOMEOWNERS ASSOCIATION with the Secretary of State of the State of Florida, and the recording of such articles of incorporation in the public records of the county in which the SUBJECT PROPERTY is located, along with, or as an exhibit to, a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting any PROPERTY to the jurisdiction of the HOMEOWNERS ASSOCIATION or providing that the HOMEOWNERS ASSOCIATION will operate any PROPERTY.

1.02 OWNER MEMBERS. If any PROPERTY is not subject to the jurisdiction of a HOMEOWNERS ASSOCIATION, the OWNER of such PROPERTY shall be a MEMBER of the MASTER ASSOCIATION. Such memberships shall be initially established upon the recording of these ARTICLES and the DECLARATION among the public records of the county in which the SUBJECT PROPERTY is located.

1.02.1 Notwithstanding the foregoing, no governmental authority or utility company shall be deemed an OWNER MEMBER unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company

will be an OWNER MEMBER only with respect to the PROPERTY owned in conjunction with such UNIT(s).

1.03. DECLARANT. DECLARANT shall be a MEMBER of the MASTER ASSOCIATION so long as DECLARANT owns any PROPERTY, or any portion of the property described in Exhibit "B" of the DECLARATION which may be added to the DECLARATION, or holds a mortgage encumbering any PROPERTY other than a UNIT.

2. Transfer of Membership.

2.01 In the case of an OWNER MEMBER, transfer of membership in the MASTER ASSOCIATION shall be established by the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of a deed or other instrument establishing a transfer of record title to any PROPERTY for which membership has already been established as hereinabove provided, the OWNER(S) designated by such instrument of conveyance thereby becoming an OWNER MEMBER(S), and the prior OWNER'S membership thereby being terminated. In the event of death of an OWNER MEMBER, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the MASTER ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the MASTER ASSOCIATION receives a true copy of the deed or other instrument establishing the transfer of ownership of the PROPERTY, and it shall be the responsibility and obligation of the former and new OWNER of the PROPERTY to provide such true copy of said instrument to the MASTER ASSOCIATION.

2.02 In the event any portion of the PROPERTY owned by an OWNER MEMBER is submitted to the jurisdiction of a HOMEOWNERS ASSOCIATION, the membership of the OWNER MEMBER associated with such PROPERTY shall automatically terminate upon the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of the declaration of condominium, declaration of covenants and restrictions, or similar document, submitting such PROPERTY to the jurisdiction of the HOMEOWNERS ASSOCIATION, and the HOMEOWNERS ASSOCIATION shall simultaneously become a HOMEOWNERS ASSOCIATION MEMBER with respect to such PROPERTY. Notwithstanding the foregoing, the MASTER ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the MASTER ASSOCIATION receives a true copy of the recorded declaration.

2.03 In the event a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting any PROPERTY to the jurisdiction of a HOMEOWNERS ASSOCIATION is terminated, the HOMEOWNERS ASSOCIATION'S membership in the MASTER ASSOCIATION with respect to such PROPERTY shall automatically terminate upon the recording of such termination in the Public Records of the county in which the SUBJECT PROPERTY is located. The OWNERS of the PROPERTY formerly subject to the jurisdiction of the HOMEOWNERS ASSOCIATION shall thereupon become OWNER MEMBERS of the MASTER ASSOCIATION unless and until the PROPERTY is again submitted to the jurisdiction of a HOMEOWNERS ASSOCIATION.

3. 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 PROPERTY associated with the membership of the MEMBER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such PROPERTY.

4. MEMBERS' Voting Rights. The total number of MEMBERS' votes shall be equal to the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each UNIT and PLANNED UNIT.

4.01 Each HOMEOWNERS ASSOCIATION MEMBER shall have the number of votes equal to the number of UNITS and PLANNED UNITS within the PROPERTY operated by, or subject to the jurisdiction of, that HOMEOWNERS ASSOCIATION at the time of such vote. A HOMEOWNERS ASSOCIATION MEMBER shall cast its votes in the manner provided by the BYLAWS.

4.02 Each OWNER MEMBER shall have the number of votes equal to the number of UNITS and PLANNED UNITS within the PROPERTY associated with the membership of such OWNER MEMBER at the time of such vote.



4.03 DECLARANT shall have three votes for each vote of any MEMBER other than DECLARANT, so long as DECLARANT is entitled to appoint a majority of the directors of the MASTER ASSOCIATION, as hereafter provided, and thereafter DECLARANT shall have three votes for each UNIT and each PLANNED UNIT contained with the PROPERTY owned by DECLARANT, and contained within any portion of the property described in Exhibit "B" of the DECLARATION which may be added to the DECLARATION.

4.04 Special Provisions Regarding BUSINESS PROPERTY. For purposes of assigning votes to any BUSINESS PROPERTY, any amendment to the DECLARATION adding any BUSINESS PROPERTY may assign a number of "UNITS" to such BUSINESS PROPERTY, and in that event the OWNER of the BUSINESS PROPERTY shall have the number of votes equal to the assigned number of "UNITS".

5. The BYLAWS shall provide for an annual meeting of the MEMBERS of the MASTER ASSOCIATION and may make provision for special meetings of the MEMBERS.

#### ARTICLE V - DIRECTORS

1. The affairs of the MASTER ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) Directors, and which shall always be an odd number. The number of Directors shall be determined in accordance with the BYLAWS. In the absence of such determination, there shall be three (3) Directors.

2. The Directors of MASTER ASSOCIATION shall be elected by the MEMBERS, except that DECLARANT shall have the right to appoint all of the Directors of the MASTER ASSOCIATION until such time as (i) seventy-five (75%) percent of the UNITS to be constructed within the SUBJECT PROPERTY and the property described in Exhibit "B" of the DECLARATION which may be added to the DECLARATION have actually been constructed, and (ii) seventy-five (75%) percent of the UNITS to be constructed within each parcel of such property which is or is to be subject to the jurisdiction of a HOMEOWNERS ASSOCIATION MEMBER have been constructed and conveyed to purchasers, or until 10 years after the DECLARATION is recorded in the public records of the county in which the SUBJECT PROPERTY is located, whichever occurs first.

3. All of the duties and powers of the MASTER ASSOCIATION existing under Chapter 617 of the Florida Statutes, the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

4. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however, any Director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy on the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the number of remaining Directors appointed by the DECLARANT is less than the maximum number of Directors which may, at that time, be appointed by the DECLARANT as set forth above.

5. The names and addresses of the Directors who shall hold office until their successors are elected or appointed, or until removed, are as follows:

CECIL R. DELCHER, 2494 Bayshore Boulevard, Dunedin, FL 34697.  
E. RICHMOND SHEFFIELD, 2494 Bayshore Boulevard, Dunedin, FL 34697.  
MARGAURITE ROBERTS, 2494 Bayshore Boulevard, Dunedin, FL 34697.

#### ARTICLE VI - OFFICERS

The officers of the MASTER ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

PRESIDENT . . . . . CECIL R. DELCHER  
VICE PRESIDENT . . . . . G. RICHMOND SHEFFIELD  
SECRETARY/TREASURER . . . . . MARGAURITE ROBERTS

ARTICLE VII - INDEMNIFICATION

1. The MASTER ASSOCIATION shall indemnify any PERSON who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer or agent of the MASTER ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such PERSON shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the MASTER ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such PERSON is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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, in and of itself, create a presumption that the PERSON did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a Director, officer, employee or agent of the MASTER ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 above (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, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD 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, a quorum of disinterested Directors so directs, by independent legal counsel in written opinion, or (c) by a majority of the MEMBERS.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the MASTER ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the MASTER ASSOCIATION as authorized in this Article.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a PERSON who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a PERSON.

6. The MASTER ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any PERSON who is or was a Director, officer, employee or agent of the MASTER ASSOCIATION, or is or was serving at the request of the MASTER ASSOCIATION as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the MASTER ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

#### ARTICLE VIII - BYLAWS

The first BYLAWS shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the BYLAWS.

#### ARTICLE IX - AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment in directing that it be submitted to a vote at a meeting of the MEMBERS, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each MEMBER entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of meeting of MEMBERS. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the MEMBERS entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the ASSOCIATION.

4. Any number of amendments may be submitted to the MEMBERS and voted upon by them at any one meeting.

5. If all of the Directors and all of the MEMBERS eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements have been satisfied.

6. In addition to the above, so long as DECLARANT appoints a majority of the Directors of the MASTER ASSOCIATION, DECLARANT shall be entitled to unilaterally amend these ARTICLES and the BYLAWS. Furthermore, no amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

7. Upon the approval of an amendment to these ARTICLES, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

#### ARTICLE X - TERM

The MASTER ASSOCIATION shall have perpetual existence.

#### ARTICLE XI - INCORPORATOR

The name and street address of the incorporator is: BEACON HOMES OF FLORIDA, LTD., a Florida limited partnership, 2494 Bayshore Boulevard, Dunedin, FL 34697.

ARTICLE XII - INITIAL REGISTERED OFFICE ADDRESS  
AND NAME OF INITIAL REGISTERED AGENT

FILED

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The street address of the initial registered office of the MASTER ASSOCIATION is 2494 Bayshore Boulevard, Dunedin, FL 34697. The initial registered agent of the ASSOCIATION at that address is BEACON HOMES OF FLORIDA, LTD., a Florida limited partnership.

ARTICLE XIII - DISSOLUTION

The MASTER ASSOCIATION may be dissolved as provided by law, provided that any such dissolution shall require the consent of all of the MEMBERS. In the event of dissolution or final liquidation of the MASTER ASSOCIATION, the assets, both real and personal of the MASTER ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the MASTER ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the MASTER ASSOCIATION. No such disposition of MASTER ASSOCIATION properties shall be effective to divest or diminish any right or title of any MEMBER vested under the DECLARATION unless made in accordance with the provisions of such DECLARATION. In addition to the foregoing, if at any time the sole member of the MASTER ASSOCIATION is a HOMEOWNERS ASSOCIATION, the MASTER ASSOCIATION may be dissolved at the election of the HOMEOWNERS ASSOCIATION, and in that event all of the assets, both real and personal, of the MASTER ASSOCIATION, shall be transferred and conveyed to the HOMEOWNERS ASSOCIATION:

IN WITNESS WHEREOF, the incorporator and the initial registered agent have executed these ARTICLES.

WITNESSES:

BEACON HOMES OF FLORIDA, LTD., a Florida limited partnership

BY: BEACON HOMES, INC., a Florida corporation, General Partner

By: [Signature]  
TATS Exec. V.P.

[Signature]  
[Signature]

STATE OF FLORIDA )  
COUNTY OF PASCO ) SS

The foregoing Articles of Incorporation were acknowledged before me this 2nd day of November, 1987, by McKenzie D. Lass Exec. Vice President of BEACON HOMES, INC., a Florida corporation, as General Partner of BEACON HOMES OF FLORIDA, LTD., a Florida limited partnership, on behalf of the partnership, as incorporator and as registered agent.

[Signature]  
NOTARY PUBLIC, State of Florida at Large

My Commission expires:

7-9-91

(Notary Seal)



BEACON/MASTER.ART

MASTER ARTICLES-7