

ARTICLES OF INCORPORATION

OF

TARA GOLF & COUNTRY CLUB, INC.

A Corporation Not For Profit

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I. NAME

The name of the corporation shall be "Tara Golf and Country Club, Inc.", (the "Umbrella Association").

ARTICLE II. PURPOSE

- 2.1 Purpose: The purpose for which the Umbrella Association is organized is to provide an entity for the administration, maintenance, preservation and management of certain property located in the unincorporated area of Manatee County, Florida, which property is subject to the "Umbrella Declaration of Covenants, Conditions and Restrictions for Tara Golf and Country Club," (the "Umbrella Declaration"), which is to be recorded in the Public Records of Manatee County, Florida. The Umbrella Association shall have the further purpose of promoting the health, safety and welfare

¹ These Articles of Incorporation are an integrated compilation of the original articles of Incorporation as recorded in O.R. Book ____, page ____, and the Certification of Amendment as recorded in O.R. Book 1524, page 7718, of the Public Records of Manatee County, Florida. This integrated compilation has been reviewed by legal counsel is dated January 15, 1998, and is not to be recorded in the Public Records of Manatee County, Florida.

of the owners and residents of the property subject to the Umbrella Declaration in accordance therewith. The Umbrella Association is organized as a social club under Section 501(c) (7) of the Internal Revenue Code of 1986, as amended, exclusively for pleasure, recreation, and other nonprofitable purposes.

2.2 Compensation and Distribution: No part of the income of the Umbrella Association shall inure to the benefit of any member, trustee, director or officer of the Umbrella Association, or any private individual, except that reasonable compensation may be paid for services rendered to or for the Umbrella Association affecting one or more of its purposes, and no member, trustee, director or officer of the Umbrella Association or any private individual shall be entitled to share in the distribution of any of the assets of the Umbrella Association upon dissolution of the Umbrella Association.

ARTICLE III. POWERS

- 3.1 Common Law and Statutory Powers: The Umbrella Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with these Articles, or the Umbrella Declaration.
- 3.2 Specific Powers: The Umbrella Association shall have all of the powers and duties set forth in the Umbrella Declaration, as amended from time to time, except as validly limited by these Articles and by said Umbrella Declaration, and all of the powers and duties reasonably necessary to perform the

maintenance, administrative, managerial and other functions provided in said Declaration, including but not limited to the following:

- (a) To make and collect Assessments against Members to defray the cost of Common Expenses as provided in the Umbrella Declaration.
- (b) To use the proceeds of Assessments in the exercise of its powers and duties.
- (c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of Common Property in accordance with the Umbrella Declaration.
- (d) To purchase insurance upon any Common Property, and for the protection of the Umbrella Association and its Members.
- (e) To adopt and amend reasonable rules and regulations in accordance with the Umbrella Declaration.
- (f) To enforce by legal means the provisions of the Umbrella Declaration, the By-Laws and the Rules and Regulations adopted by the Umbrella Association.
- (g) To negotiate and contract for materials and services for the benefit of the Owners who subscribe to or elect to accept such materials or services in accordance with the Umbrella Declaration.

- (h) To borrow money and to pledge assets of the Umbrella Association as security therefore pursuant to the Umbrella Declaration.
- (i) To employ personnel for reasonable compensation to perform the services required for the proper carrying out of the Umbrella Association responsibilities.
- (j) To repair and maintain such parts of the Tara Golf and Country Club as may be provided in the Umbrella Declaration.
- (k) To exercise such further authority as may be reasonably necessary to carry out each and every of the obligations of the Umbrella Association set forth in the Umbrella Declaration, these Articles or the By-Laws, including any right or power reasonably to be inferred from the existence of any other right, power, duty, or obligation given to the Umbrella Association, or reasonably necessary to effectuate its obligations under the Umbrella Declaration.
- (l) To the extent provided for in the Umbrella Declaration to operate and maintain a storm water management system and discharge facility as exempted or permitted by the Department of Environmental Regulation of Florida. Should this Association be dissolved, any such storm water management system and discharge facility shall be maintained by an entity approved by the Florida Department of Environmental Regulation.

- 3.3 Assets Held in Trust: All funds and the title of all properties acquired by the Umbrella Association and the proceeds thereof shall be held in trust for the Members, in accordance with the provisions of the Umbrella Declaration, these Articles and the By-Laws.
- 3.4 Limitation on Exercise of Powers: The powers of the Umbrella Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Umbrella Declaration, these Articles and the By-Laws.
- 3.5 No Discrimination: The Umbrella Association shall not discriminate against any person on the basis of race, color or religion.

ARTICLE IV. MEMBERS

- 4.1 Members: The Members of the Umbrella Association shall consist of all of the record Owners of Lots and Parcels subject to the Umbrella Declaration.
- 4.2 Change of Membership: Change of membership in the Umbrella Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a Lot or Parcel and delivery to the Umbrella Association of a copy of such instrument. The Owner designated in such instrument shall thereupon become a Member and the membership of the prior Owner shall thereupon be terminated.

4.3 Limitation on a Transfer of Shares of Assets: The share of a Member in the funds and assets of the Umbrella Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member's Lot or Parcel.

4.4 Voting: Regular Members and Declarant Members shall be entitled to the number of votes provided in the Umbrella Declaration.

ARTICLE V. DIRECTORS

5.1 Board of Directors: The affairs of the Umbrella Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) Directors. Directors shall be Members of the Umbrella Association except as otherwise provided.

5.2 Election of Directors: Directors of the Umbrella Association shall be elected at the annual meeting of the Members, in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

5.3 First Board of Directors: The names and addresses of the initial Board of Directors, who have been selected by the Declarant and who shall serve until their successors are elected and have qualified or until they resign or are removed, are as follows:

William T. Higgs 2666 Airport Road South
Naples, Florida 33962

Donald Llewellyn 2666 Airport Road South
Naples, Florida 33962

David Rekow 7280 State Road 70
Bradenton, Florida 34203

The initial Directors designated by Declarant herein, and any Directors subsequently designated or appointed or elected by Declarant need not be Members of the Umbrella Association. All other Board members shall be Members.

ARTICLE VI. OFFICERS

6.1 Officers: The affairs of the Umbrella Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

William T. Higgs 2666 Airport Road South
President Naples, Florida 33962

David Rekow 7280 State Road 70
Vice President Bradenton, FL 34203

David Rekow 7280 State Road 70
Secretary Bradenton, Florida 34203

Donald Llewellyn 2666 Airport Road South
Treasurer Naples, Florida 33962

ARTICLE VII. INDEMNIFICATION

- 7.1 Indemnification: Every director and every officer of the Umbrella Association shall be indemnified by the Umbrella Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Umbrella Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Directors or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interests of the Umbrella Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.
- 7.2 Insurance: The Board of Directors may purchase liability insurance to insure all Directors, officers or agents, past and present, against all expenses and

liabilities as set forth above. The premiums for such insurance shall be paid by the Members as part of the Common Expenses.

ARTICLE VIII. BY-LAWS

8.1 By-Laws: The first By-Laws of the Umbrella Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided by the By-Laws and the Umbrella Declaration.

ARTICLE IX. AMENDMENTS

9.1 Amendments: These Articles may be altered, amended or modified upon the affirmative vote of a majority of those Members, present in person or by proxy at any regular or special members' meeting. Amendments may be proposed by resolution of the Board of Directors or by not fewer than fifty (50) Regular Members. Provided, however, that no amendment affecting the Declarant, or its successors or assigns as the Declarant, shall be effective without the prior written consent of the Declarant, its successors or assigns as such Declarant. Provided, further that no amendment shall make any change in the qualification for membership nor the voting rights of Members without the approval of all Members. No amendment shall be made which is in conflict with the Umbrella Declaration. The amendment shall be signed in certificate form and filed with the Secretary of State.

ARTICLE X. EXISTENCE

The term of the Umbrella Association shall be perpetual.

ARTICLE XI. SUBSCRIBER

The name and address of the subscriber of these Articles of Incorporation is as follows:

Tara-Manatee, Inc.
2666 Airport Road South
Naples, FL 33962

ARTICLE XII. REGISTERED OFFICE AND AGENT

The Umbrella Association shall have its registered office at 6602 Drewry's Bluff, Bradenton, Florida 34203, and hereby names Chief Operating Officer at that office as its Registered and Resident Agent. By affixing his signature hereto the said Chief Operating Officer does hereby accept said designation and appointment and agrees to comply with the laws of Florida relating to such office, and the office of the Umbrella Association shall be at said address.

ARTICLE XIII. DEFINITIONS

Terms used herein and in the By-Laws shall have the definitions and meanings thereof set forth in the Umbrella Declaration unless the context shall otherwise require.

IN WITNESS WHEREOF, the Subscriber has caused these Articles to be executed in its name by an officer thereunto duly authorized this 9th day of November, 1988.

TARA-MANATEE, INC.,

A Florida corporation

By: _____
William T. Higgs, President

ACCEPTANCE BY REGISTERED AGENT

The undersigned, Donald Llewellyn, hereby accepts designation as Registered Agent and Resident Agent of the foregoing corporation.

Dated this 9th day of November, 1988.

Donald Llewellyn

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 9th day of November, 1988, by William T. Higgs, as President of Tara Manatee, Inc., a Florida corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 9th day of November, 1988, by Donald Llewellyn.

Notary Public
My Commission Expires: