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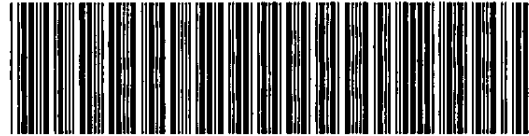
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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AND  
FILED

1/14

**FIDDLER'S CREEK FOUNDATION, INC.**

8156 FIDDLER'S CREEK PARKWAY  
NAPLES, FLORIDA 34114  
TELEPHONE (239) 732-9400  
FACSIMILE (239) 732-0381

WRITER'S EMAIL:

PARISIJ@GULFBAY.COM

December 9, 2014

Department of State  
Division of Corporations  
Corporate Filings  
P.O. Box 6327  
Tallahassee, FL 32314

Re: Articles of Incorporation – Marsh Cove Master Village Association, Inc.


Gentlemen:

Enclosed lease find the original Articles of Incorporation for Marsh Cove master Village Association, Inc. and check no. 1B-000072 in the amount of \$70.00, representing the filing fee. Please process same in your usual manner.

Please contact me if you have any questions.

Sincerely,

FIDDLER'S CREEK FOUNDATION, INC.



Joseph Livio Parisi, Esq.

For and on behalf of the Foundation

Enclosures

APPROVED  
AND  
FILED

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**ARTICLES OF INCORPORATION  
FOR  
MARSH COVE MASTER VILLAGE ASSOCIATION, INC.**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned who is of full age, does hereby certify:

**ARTICLE I**

The name of the corporation is Marsh Cove Master Village Association, Inc. ("Master Village Association")

The office of the Master Village Association is located at 8156 Fiddler's Creek Parkway, Naples, Florida 34114-0816.

The name and address of the Registered Agent is Joseph Livio Parisi, Esq., 8156 Fiddler's Creek Parkway, Naples, Florida 34114.

The terms used in these Articles shall have the definitions as provided in Article I of Declaration of Covenants, Conditions and Restrictions for Marsh Cove Master Village at Fiddler's Creek (the "Master Village Covenants").

**ARTICLE II**  
**PURPOSE AND POWERS OF THE ASSOCIATION**

This Master Village Association does not contemplate pecuniary gain or profit to the Members thereof; and the specific purposes for which it is formed are to provide for maintenance and preservation of the Residential Units, and Master Village Common Areas within that certain property located in Collier County, Florida, known as "Marsh Cove Master Village" pursuant to the provisions of the Master Village Covenants, and to promote the betterment of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Master Village Association and in furtherance of those purposes to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Master Village Association as set forth in the Master Village Covenants, applicable to the Property, to be recorded in the Public Records of Collier County, Florida, and as the same may be amended from time to time as therein provided, said Master Village Covenants being incorporated herein by reference as if set forth at length;

B. Operate, maintain repair and where necessary improve the Master Village Common Areas.

C. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Master Village Covenants; to pay all expenses in connection therewith and all office and other expenses in connection therewith and other expenses

incident to the conduct of the business of the Master Village Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Master Village Association;

D. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, grant easements, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Master Village Association;

E. Borrow money, and with the consent of eighty percent (80%) of the Members entitled to vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

F. Dedicate, sell or transfer all or any part of the Master Village Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members;

G. Have and to exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

H. Devise such rules and regulations with respect to the use of the Master Village Common Areas and to promote the health, safety and convenience of the Owners of the Property.

I. Enter into contracts for operational and maintenance services for the Master Village Common Areas and the management of the Master Village Association.

J. Cooperate with the Fiddler's Creek Foundation, Inc. ("Foundation") in carrying out its responsibilities under the Foundation Declaration.

### ARTICLE III MEMBERSHIP

The Membership of the Master Village Association shall be comprised of the Developer, the Member(s) and the Country Club Member. Membership shall be established as follows:

A. Developer. Until the admission of the first Member(s) and the Country Club Member, the initial membership of the Master Village Association shall be the Developer and in the event of the resignation or termination of such membership by the Developer, then the Developer may nominate and designate the successor Developer.

B. Association Members. A Village Association shall become a member of the Master Village Association when the Articles of Incorporation of such Village Association have been filed with the Office of the Secretary of State of Florida and have become effective and either a Condominium Declaration or Non-Condominium Declaration affecting a portion of the Property

is recorded among the public records of Collier County which established that ownership of certain Dwelling Units or Lots requires such Owners to be members of such Village Association. Each Village Association shall notify the Master Village Association of the recordation of any such Condominium Declaration or Non-Condominium Declaration or other instrument establishing that the ownership of certain Residential Units requires such Owners to be members of such Village Association, and shall transmit to the Master Village Association true and recorded copies of such Condominium Declaration or Non-Condominium Declaration or other instrument which imposes membership in a Village Association and a current list of the members of such Village Association.

C. Country Club Member. The Country Club Member shall be the Country Club Property Owner (as defined in the Section 2.5 of the Foundation Declaration) and such membership shall be effective upon the admission of the first Member.

#### ARTICLE IV VOTING RIGHTS

The voting rights of the Members shall be as follows:

A. Until the "Transfer of Association Control Date," as defined in Article XII, Section 2 of the Bylaws, the Developer shall have and exercise all of the votes in the Master Village Association, the number of which votes shall be equal to the number of Residential Units, plus one as defined in the Master Village Covenants.

B. The total number of votes of the Members at the time of any vote by the Members shall equal one (1) vote per Residential Unit under the control of a Village Association ("Total Association Votes"). Each Member shall cast its votes through its "Representative(s)" (as hereinafter defined) who shall be entitled to cast the Total Association Votes regardless of whether a meeting of the Village Association represented by such Representative(s) has been held or whether the members of such Village Association have voted, except in the case of issues or items relating to an amendment or modification of the Declaration subsequent to the "Turnover Date" (as hereinafter defined) and matters described in subparagraph 4A below which are subject to "Special Voting Requirements" and which shall be voted upon as set forth herein. Except for matters with Special Voting Requirements, nothing herein contained shall require that a Representative(s) cast in the same manner all the votes which he is or they are entitled to cast and the Representative(s) may cast fewer than the Total Association Votes.

C. The Country Club Member shall not have a vote, but shall be given notice of all Board Meetings and Members' Meetings (as described in the Bylaws) and shall be given the opportunity to attend such meetings.

D. The person elected president of each Village Association by the Board of Directors

of such Village Association shall serve as the "Representative" of the Village Association unless another member of said Village Association is elected by the Board of Directors of such Village Association to serve as its Representative. The person elected vice-president of each Village Association shall serve as an alternate Representative in the event the Representative is unable to perform his or her duties at any given time, unless another member is elected by the Board of Directors of the Village Association to serve in such capacity.

In the event a Village Association administers more than one hundred (100) Residential Units, such Village Association shall designate two (2) Representatives, which shall be the president and vice-president of such Village Association, unless other Village Association members are so designated by the Board of Directors of the Village Association. The president of such Village Association shall cast all votes of the Village Association as the "Representative" of the Village Association. If the president of said Village Association is not available for the meeting of the Representatives, then the vice-president may cast those votes. If the president and vice-president are not available, then the Neighborhood Representative elected by the Board of Directors of the Village Association may cast all of that Village Association's votes. The directors of any such Village Association shall also designate the members who shall serve as alternate Representatives. Such designation must be submitted to the Master Village Association at least 24 hours prior to the meeting of the Representatives. The Master Village Association shall be notified of the names of the Representative(s) and alternate Representative(s) in writing. The Representative(s) shall determine the manner in which the Total Association Votes may be cast at all Members' meetings of the Master Village Association in accordance with these Articles.

E. The Master Village Association shall have two (2) classes of voting memberships:

1. Class A. Class A members shall be the Members. Each Class A Member shall have one (1) vote for each Residential Unit owned by such Class A Member.

2. Class B. There shall be one (1) Class B member, FCC Marsh, LLC, a Florida limited liability company, or its assigns. The Class B member shall have one (1) vote for each Residential Unit subject to the Master Village Covenants, plus one (1).

The Class B membership shall cease and convert to Class A membership, based upon the Developer's ownership, upon the occurrence of the first to occur of the following events:

i. Three months after the Developer has conveyed ninety percent (90%) of the Residential Units or property either (i) subject to the Master Village Covenants; or (ii) property within Fiddler's Creek which Developer intends to annex by a Supplemental Declaration to the Master Village Covenants;

ii. Such other percentage of the Residential Units have been conveyed to the Members, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of the Residential Units;

iii. Upon the Developer or Builder abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Master Village Covenants;

iv. Upon the Developer or Builder filing a petition seeking protection under chapter 7 of the federal Bankruptcy Code;

v. Upon the Developer or Builder 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 Developer rights and responsibilities first arising after the date of such assignment; or

vi. Upon a receiver for the Developer or Builder being appointed by a circuit court and not being discharged within thirty (30) days after such appointment that transfer of control would be detrimental to the Master Village Association or the Members.

After Transfer of Association Control from the Developer to the Owners of Residential Units, the Developer shall only have one (1) vote per Residential Unit in the Village Association. For the purposes of this section "Members" other than the Developer shall not include builders, contractors, or others who purchase an unconstructed Residential Unit for the purpose of constructing improvements thereon for resale.

#### ARTICLE V BOARD OF DIRECTORS

The affairs of this Master Village Association shall initially be managed by a Board of three (3) members who shall be appointed by the Developer and serve at Developer's will. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Joseph L. Parisi	8156 Fiddler's Creek Parkway Naples, Florida 34114-0816
Valerie L. Lord	8156 Fiddler's Creek Parkway Naples, Florida 34114-0816
Anthony DiNardo	8156 Fiddler's Creek Parkway Naples, Florida 34114-0816

After Developer turns over control of the Master Village Association, the Board shall consist of at least three members, who shall be elected by the Members in the manner determined by the Bylaws. The Developer is entitled to elect at least one member of the Board of Directors

as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the total Residential Units.

#### ARTICLE VI INDEMNIFICATION

The Master Village Association shall indemnify every director and every officer of the Master Village 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 Master Village Association. In the event of a settlement, indemnification shall apply only when the Board of Directors approves such settlement and indemnification as being in the best interests of the Master Village Association. The foregoing right of indemnification shall not apply to:

- A. Gross negligence or willful misconduct in office by any director or officer.
- B. Any criminal action, unless the director or officer acted in good faith and in a manner he reasonably believed was in, not opposed to, the best interest of the Master Village Association, and had no reasonable cause to believe his action was unlawful.

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.

#### ARTICLE VII DURATION

The Master Village Association shall exist perpetually. If this Master Village Association shall ever be dissolved, the property owned by the Master Village Association consisting of the surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

#### ARTICLE VIII AMENDMENTS

Subject to the rights of the Developer as provided in the Bylaws of the Master Village Association, and except as otherwise required by Florida law, these Articles of Incorporation may be amended if the proposed amendment is approved by at least Eighty Percent (80%) of the total voting interests, at any annual or special meeting, or by Eighty Percent (80%) of the total voting interests in writing without a meeting, provided that notice of any proposed amendment has been given to the Members, and that the notice contains a fair statement of the proposed amendment. But no amendment shall be effective which is in contravention of the duties, responsibilities or



obligations of the Master Village Association or the Members as provided in the Master Village Covenants.

ARTICLE IX  
NOT FOR PROFIT STATUS

In compliance with the requirements of Chapter 617, the corporation shall issue no stock, and no dividends shall be paid and no part of the income of the Master Village Association shall be distributed to the Members, directors or officers.

ARTICLE X  
OFFICERS

There shall initially be a President, Secretary and Treasurer of the Master Village Association. The initial officers of the corporation are as follows:

PRESIDENT	Joseph L. Parisi
SECRETARY	Valerie L. Lord
TREASURER	Susan Milne

After Developer turns over control of the Master Village Association, the officers shall consist of a President, Vice President and Secretary/Treasurer.

ARTICLE XI  
INCORPORATORS

The name and address of the incorporator is: Joseph Livio Parisi. Esquire, 8156 Fiddler's Creek Parkway, Naples, Florida 34114.

IN WITNESS WHEREOF, for the purpose of forming this Master Village Association under the laws of the State of Florida, the undersigned incorporator of this Master Village Association has executed these Articles of Incorporation this 4<sup>th</sup> day of December, 2014.

  
\_\_\_\_\_  
Joseph Livio Parisi, Esq.

APPROVED  
AND  
FILED

14 DEC 12 PM 4:01

**CERTIFICATE DESIGNATING PLACE OF BUSINESS**  
**FOR THE SERVICE OF PROCESS WITHIN THIS STATE.**  
**NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

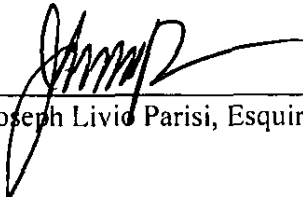
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That Marsh Cove Master Village Association, Inc., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, County of Collier, State of Florida, has named Joseph Livio Parisi, Esq., at 8156 Fiddler's Creek Parkway, Naples, Florida 34114 State of Florida, as its agent to accept service of process within this State.

**ACCEPTANCE**

Having been named to accept service of process for the above Master Village Association, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

  
\_\_\_\_\_  
Joseph Livio Parisi, Esquire