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MERGER OR SHARE EXCHANGE

Antilles Master Association, Inc.

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**ARTICLES OF MERGER
OF**

**ANTIGUA AT ANTILLES CONDOMINIUM ASSOCIATION, INC.,
a Florida not for profit corporation
(document number N20000010072)**

AND

**BONAIRE AT ANTILLES CONDOMINIUM ASSOCIATION, INC.,
a Florida not for profit corporation
(document number N20000010152)**

AND

**CAYMAN AT ANTILLES CONDOMINIUM ASSOCIATION, INC.,
a Florida not for profit corporation
(document number N20000010151)**

WITH AND INTO

**ANTILLES MASTER ASSOCIATION, INC.,
a Florida not for profit corporation
(document number N20000007165)**

Pursuant to Section 617.1105 of the Florida Not For Profit Corporation Act, Antigua at Antilles Condominium Association, Inc., a Florida not for profit corporation, Bonaire at Antilles Condominium Association, Inc., a Florida not for profit corporation, Cayman at Antilles Condominium Association, Inc., a Florida not for profit corporation, and Antilles Master Association, Inc., a Florida not for profit corporation, hereby adopt the following Articles of Merger for the purpose of effecting the mergers of Antigua at Antilles Condominium Association, Inc., a Florida not for profit corporation, Bonaire at Antilles Condominium Association, Inc., a Florida not for profit corporation, and Cayman at Antilles Condominium Association, Inc., a Florida not for profit corporation, with and into Antilles Master Association, Inc., a Florida not for profit corporation (the "Merger"):

FIRST: Pursuant to Sections 617.1101 and 617.1105 of the Florida Not for Profit Corporation Act, the Plan of Merger of Antigua at Antilles Condominium Association, Inc., a Florida not for profit corporation, Bonaire at Antilles Condominium Association, Inc., a Florida not for profit corporation, and Cayman at Antilles Condominium Association, Inc., a Florida not for profit corporation (collectively, the "Merging Entities") with and into Antilles Master Association, Inc., a Florida not for profit corporation (the "Surviving Entity"), is as follows:

1. At the Effective Time (as hereinafter defined), Merging Entities shall be merged with and into Surviving Entity (the "Merger") and Surviving Entity shall be the surviving company of the Merger.

2. The terms and conditions of the Merger are as follows:

(a) The name of the Surviving Entity shall at the Effective Time be changed to:

Antilles Master Condominium Association, Inc.

(b) The Surviving Entity shall continue in existence and shall possess all the rights, privileges, licenses, immunities and franchises, of a public as well as a private nature, of each of the parties to the Merger, and all property, real, personal or mixed, and all debts due on whatever account, and all other causes in action, and all and every other interest of or belonging to or due to each of the parties to the Merger shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in either party to the Merger shall not revert or be in any way impaired by reason of such Merger; and the Surviving Entity shall thenceforth be responsible and liable for all of the liabilities and obligations of each party to the Merger, and any claim existing or action or proceeding by or against either party to the Merger may be prosecuted as if such Merger had not taken place, or the Surviving Entity may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either party shall be impaired by the Merger.

(c) The Amended and Restated Articles of Incorporation of Surviving Entity have been adopted as a part of the Plan of Merger and are attached hereto and made a part hereof as Exhibit "A", and shall be the Amended and Restated Articles of Incorporation of the Surviving Entity until thereafter amended as provided by applicable law and the documents of the Surviving Entity.

(d) The Amended and Restated Bylaws of Surviving Entity have been adopted as a part of the Plan of Merger and are attached hereto and made a part hereof as Exhibit "B", and shall be the Amended and Restated Bylaws of the Surviving Entity until thereafter amended as provided by applicable law and the documents of the Surviving Entity.

(e) The directors and officers of Surviving Entity immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity until their successors are duly elected and qualified.

3. The Merger shall become effective (the "Effective Time") upon the filing of Articles of Merger with the Division of Corporations of the Department of State of the State of Florida.

SECOND: Each of the Boards of the Merging Entities and the Surviving Entity held Special Board Meetings approving the Merger on October 26, 2023, and each Board of the Merging Entities and the Surviving Entity approved submitting the Plan of Merger to a vote of the Members of the Merging Entities and the Surviving Entity.

THIRD: Pursuant to Sections 617.1103 and 617.1105 of the Florida Not For Profit Corporation Act and the documents of the Merging Entities, the Board of Directors and the Members of each of the Merging Entities have approved the merger as required by 617.1103 & 1105 and the documents of each of the Merging Entities and the Plan of Merger by a majority vote of its Members and three (3) Directors then in office at the meetings described below of Antigua at Antilles Condominium Association, Inc., held on November 15, 2023, by a vote of 83.3% by the Members and 100% by the Directors; at a meeting of Bonaire at Antilles Condominium Association, Inc., held on November 15, 2023, by a vote of 85.7% by the Members and 100% by the Directors; and at a meeting of Cayman at Antilles Condominium Association, Inc., held on November 15, 2023, by a vote of 84.7% by the Members and 100% by the Directors.

FOURTH: Pursuant to Sections 617.1103 and 617.1105 of the Florida Not For Profit Corporation Act and the documents of the Surviving Entity, the Board of Directors and the Members of the Surviving Entity have approved the Articles of Merger by a majority vote of its Members and three (3) Directors then in office at a meeting of Antilles Master Association, Inc., held on November 15, 2023, by a vote of 83.5 % by the Members and 100% by the Directors.

FIFTH: The Surviving Entity shall be known as "Antilles Master Condominium Association, Inc.

IN WITNESS WHEREOF, Surviving Entity and Merging Entities have caused these Articles of Merger to be signed on their behalf by their respective duly authorized representatives as of the 15th day of November, 2023.

MERGING ENTITIES:

ANTIGUA AT ANTILLES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

Attest: Tara Meredith
TARA MEREDITH, Secretary

By: Matt Meredith
Name: Matt Meredith
Title: President

BONAIRE AT ANTILLES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

Attest: Tara Meredith
TARA MEREDITH, Secretary

By: Matt Meredith
Name: Matt Meredith
Title: President

CAYMAN AT ANTILLES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

Attest: Tara Meredith
TARA MEREDITH, Secretary

By: Matt Meredith
Name: Matt Meredith
Title: President

SURVIVING ENTITY:

ANTILLES MASTER ASSOCIATION, INC., a Florida not for profit corporation

Attest: Tara Meredith
TARA MEREDITH, Secretary

By: Matt Meredith
Name: Matt Meredith
Title: President

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ANTILLES MASTER CONDOMINIUM ASSOCIATION, INC.
F/K/A ANTILLES MASTER ASSOCIATION, INC.
a Florida Corporation, Not for Profit**

1. The Master Association was originally incorporated on July 6, 2020, pursuant to Chapters 617 and 718 of the laws of the State of Florida, and assigned Florida document number N20000007165.
2. The Declaration of Covenants, Conditions and Restrictions for Antilles was recorded on July 26, 2019, in Official Records Book 5656, Page 994, of the Public Records of Collier County, Florida, as the same has been amended and may be amended in the future ("Master Declaration"), to which the Articles of Incorporation are Exhibit "B".
3. Pursuant to the Articles of Merger adopted on November 15, 2023, the Amended and Restated Articles of Incorporation were adopted and upon filing the Articles of Merger with the Secretary of State of the State of Florida the name of the Master Association is changed from Antilles Master Association, Inc., a Florida not-for-profit corporation, to Antilles Master Condominium Association, Inc., a Florida not-for-profit corporation.

The terms contained in these "Amended and Restated Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the Master Declaration amongst the Public Records of Collier County, Florida, shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Master Declaration amongst the Public Records of the County. It is the intention that the Condominiums and Owners not be subject to future amendments to the Act unless the Condominium documents are amended to include any such future amendments to the Act.

B. "Antilles" means the name given to the planned development in which the Condominiums are located and which are more particularly described in the Master Declaration.

C. "Antilles Common Area" or "Common Area" means the property more particularly described in the Master Declaration, which is or will be owned and/or maintained by the Master Association as set forth in the Master Declaration or on the Plat. Common Area includes the Surface Water and Storm Water Management System.

D. "Articles" means these Amended and Restated Articles of Incorporation of the Master Association.

E. "Assessments" means the assessments for which all Owners are obligated to the Master Association and include:

1. "Annual Assessment", which includes, but is not limited to, each Owner's annual share of funds required for the payment of Common Expenses as determined in accordance with the Master Declaration; and
2. "Special Assessments" which include any Assessments levied by the Board in addition to the Annual Assessment and are more particularly described in Paragraph 5.4 of the Master Declaration.

F. "Board" means the Board of Directors of the Master Association.

G. "Bylaws" means the Amended and Restated Bylaws of the Master Association.

H. "Common Elements" means the portion of the Condominium Property not included in the Units.

I. "Common Expenses" means expenses for which the Owners are liable to the Master Association as set forth in various sections of the Act and as described in the Master Declaration and include:

- (i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Declarations of Condominium), costs of carrying out the powers and duties of the Master Association with respect to the Antilles Common Areas, the Condominiums and the Condominium Property of each, cost of fire and extended coverage insurance on the Antilles Common Areas and Condominium Property; and
- (ii) any other expenses designated as Common Expenses from time to time by the Board.

J. "Common Surplus" means the excess of receipts of the Master Association collected on behalf of the Condominiums (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

K. "Condominium" is that form of ownership of Condominium Property under which Units are subject to private ownership and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements. There shall be at least four (4) Condominiums within Antilles: Antigua at Antilles, a Condominium, Bonaire at Antilles, a Condominium, Cayman at Antilles, a Condominium and Cayman West at Antilles, a Condominium.

L. "Condominium Documents" means in the aggregate the Declarations of Condominium, any rules or regulations promulgated by the Master Association and all of the instruments and documents referred to therein and executed in connection with a Condominium and all amendments to the foregoing.

M. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements appurtenant to the Unit, and exclusive easements for the use of the air space occupied by the Unit within each of the Condominiums.

N. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declarations of Condominium and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with the Condominiums, all as more particularly described in the Declarations of Condominium.

O. "County" means Collier County, Florida.

P. "Declarations of Condominium" mean the Declarations of Condominium of Antigua at Antilles a Condominium, Bonaire at Antilles a Condominium, Cayman at Antilles a Condominium and Cayman West at Antilles a Condominium, and any other Condominium created within Antilles, is submitted by Developer to the condominium form of ownership in accordance with the Act, and any and all amendments or supplements thereto.

Q. "Developer" means JMD Developments & Investments, LLC, a Florida limited liability company, its successors, grantees and assigns. An Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

R. "Director" means a member of the Board.

S. "Master Association" means Antilles Master Condominium Association, Inc., f/k/a Antilles Master Association, Inc., a Florida corporation not for profit organized to administer the Master Declaration and the Declarations of Condominium as a multi-condominium association, and having among its members all Owners of fee simple title to a Condominium Parcel which is subject to assessment by the Master Association. All Owners will be subject to the Assessments and special Assessments of the Master Association and will have use rights to the Antilles Common Area as described in the Master Declaration.

T. "Master Declarant" means JMD Developments & Investments, LLC, a Florida limited liability company, the developer of Antilles, and all of such entity's successors and assigns.

U. "Master Declaration" means the Declaration of Covenants, Conditions and Restrictions for Antilles recorded in Official Records Book 5656, Page 994, of the Public Records of the County, and all amendments and supplements thereto, whereby portions of the real property at Antilles are set aside from time to time by Master Declarant in accordance with the plan for development set forth therein and whereby the Assessments of the land areas designated therein as "Common Areas" are made specifically applicable to Owners to be collected by the Master Association. The Master Declaration authorizes Assessments and special Assessments, as applicable, to be levied against the Owners.

V. "Master Documents" means the Master Declaration, these Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Master Association, any rules and regulations promulgated by the Master Association and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

W. "Member" means a member or members of the Master Association.

X. "Owner" means "Unit Owner" as defined in the Act and is the owner of a Unit.

Y. "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

Z. "Public Records" means the Public Records of the County.

AA. "Unit" means a part of the Condominium Property which is to be subject to private ownership as designated in each Declaration of Condominium recorded or to be recorded within the Antilles Property.

BB. "Voting Interests" means "Voting Interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Master Declaration and the Amended and Restated Bylaws.

ARTICLE I NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Master Association shall be ANTILLES MASTER CONDOMINIUM ASSOCIATION, INC., whose principal address is c/o MJ Properties, 3611 NE Otterview Circle, Suite 41, Ankeny, Iowa 50021.

ARTICLE II PLAN OF DEVELOPMENT AND PURPOSE OF MASTER ASSOCIATION

A. Developer has created Antigua at Antilles a Condominium, Bonaire at Antilles a Condominium, and Cayman at Antilles a Condominium, and intends to create Cayman West at Antilles a Condominium, within the Antilles Property. The Master Association is a "multi-condominium association" responsible for the operation and maintenance of the Antilles Common Area and the Condominiums within Antilles.

B. If Developer does not submit all Phases described in the Declarations of Condominium to condominium ownership, then Developer may develop the land of any such Phases(s) not made a part thereof as another Condominium to be administered by the Master Association.

C. 1. The Master Association shall be the condominium association responsible for the operation of all the Condominiums subject to the terms and restrictions of the Condominium Documents; however, Developer reserves the right to develop additional condominiums within

Antilles. Each Owner shall be a Member of the Master Association as provided in these Amended and Restated Articles.

2. The purpose for which this Master Association is organized is to maintain, operate and manage the Antilles Common Area and the Condominium Property, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Master Declaration and the Condominium Documents and all other lawful purposes.

ARTICLE III POWERS

The Master Association shall have the following powers which shall be governed by the following provisions:

A. The Master Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Master Documents, the Condominium Documents or the Act.

B. The Master Association shall have all of the powers to be granted to the Master Association in the Master Documents. All provisions of the Master Declaration and Amended and Restated Bylaws which grant powers to the Master Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Antilles Common Area, the Condominium Property and the Common Elements and the levying and collection of Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Master Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Master Association including, but not limited to, the following:

1. Own and convey property.
2. To sue and be sued.
3. To perform any act required or contemplated by it under the Governing Documents.
4. To make, establish and enforce reasonable rules and regulations governing the use of the Antilles Common Areas, the Condominium Property (including the Units and the Common Elements);
5. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Master Documents and Condominium Documents against Owners, in order to provide funds to pay for the expenses of the Master Association, the maintenance, operation and management of the Antilles Common Areas and the Condominiums and the payment of Common Expenses and other expenses in the manner provided in the Master Documents, the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Master Association;

6. To maintain, repair, replace and operate the Antilles Common Areas and the Condominium Property in accordance with the Master Declaration, the Declarations of Condominium and the Act;

7. To reconstruct improvements on the Antilles Common Areas and the Condominium Property in the event of casualty or other loss;

8. To enforce by legal means the provisions of the Master Documents, the Condominium Documents and the Act;

9. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Antilles Common Areas and the Condominium Property and to enter into any other agreements consistent with the purposes of the Master Association including, but not limited to, agreements as to the management of the Antilles Common Areas and the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Master Association;

10. To purchase real and/or personal property as determined by the Master Association in compliance with the Master Documents and the Condominium Documents;

11. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Antilles Common Areas and the Condominium Property in accordance with the Master Declaration, the Declarations of Condominium and the Act and, as security for any such loan, to collaterally assign the Master Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan; and

12. To operate, maintain, and manage the surface water and storm water management system in a manner consistent with the requirements of the Water Management District Permit (as defined in the Master Declaration) and applicable rules; to assist in the enforcement of the Master Declaration's provisions relating to the surface water and storm water management system; and to levy and collect adequate Assessments against Owners for the cost of maintenance and operation of the surface water and storm water management system.

ARTICLE IV MEMBERS

The qualification of Members of the Master Association, the manner of their admission to membership, the manner of the termination of such Membership, and the manner of voting by Members shall be as follows:

A. Membership in the Master Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member

unless and until such acquisition is in compliance with the provisions of the applicable Declaration of Condominium. New Members shall deliver to the Master Association a true copy of the deed or other instrument of acquisition of title to the Unit.

B. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Master Association except as an appurtenance to his or her Unit.

C. Membership in the Master Association shall be divided into classes ("Class Members") with Owners in each of the four (4) Condominiums constituting a class. If any of the phases of Bonaire at Antilles, a Condominium, are not added to Bonaire at Antilles and instead become a separate condominium or condominiums the Owners in such separate condominium or condominiums shall be Class Members of Bonaire at Antilles, a Condominium. If any of the phases of Cayman West at Antilles, a Condominium, are not added to Cayman West at Antilles and instead become a separate condominium or condominiums the Owners in such separate condominium or condominiums shall be Class Members of Cayman West at Antilles, a Condominium.

D. With respect to voting, the following provisions shall apply:

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 below. In any event, however, each Unit shall be entitled to one (1) vote, which vote shall be exercised and cast in accordance with the Master Declaration. In the event there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or entity, such owners collectively shall be entitled to one (1) vote for each Unit owned in the manner determined by the Master Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Condominium shall be voted upon only by the Owners of the applicable Condominium and shall be determined by a vote of the majority of such Owners at any meeting having a proper quorum (as determined in accordance with the Bylaws); and

(b) Matters substantially pertaining to all Condominiums or the Master Association as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. Any decision as to whether a matter substantially pertains to a particular Condominium or any combination of or all of the Condominiums or to the Master Association as a whole, for purposes of voting, shall be determined solely by the Board.

4. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

5. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act,

the Master Documents or the Condominium Documents (provided the express provisions of the Master Documents and Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

ARTICLE V TERM

The term for which this Master Association is to exist shall be perpetual. However, in the event of the termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Surface Water Management System (as defined in the Master Declaration) will be transferred to and maintained by one of the entities identified in the Water Management District's Environmental Resource Permit Applicant's Handbook Volume I sections 12.3.1(a) through (f), who has the powers listed in sections 12.3.4(b)1 through 8, the covenants and restrictions required in sections 12.3.4(c)1 through 9, and the ability to accept responsibility for the operation and routine custodial maintenance of the Surface Water Management System described in sections 12.3.4(d)1 or 2 prior to its dissolution.

ARTICLE VI INTENTIONALLY OMITTED

ARTICLE VII OFFICERS

A. The affairs of the Master Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Master Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Master Association in managing the Master Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Master Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary, Assistant Secretary, Treasurer or Assistant Treasurer.

**ARTICLE VIII
INITIAL ELECTED OFFICERS**

The names of the officers who are to serve as officers of the Board pursuant to the Initial Elected Board are as follows:

President	Matt Meredith
Vice President	Jason Loutsch
Treasurer/Secretary	Tara Meredith

**ARTICLE IX
BOARD OF DIRECTORS**

A. The number of Directors on the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be no less than five (5) and no more than seven (7). Each Class of the Members shall elect one (1) Director from the Owners within each of the Class of Members and one (1) Director shall be elected at large, if there are seven (7) Directors then two (2) shall be elected at large. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors. Such individual shall be an officer, director, stockholder, member or partner of the entity.

B. The names and addresses of the persons who are to serve as the Initial Elected Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Matt Meredith	c/o MJ Properties 3611 NE Otterview Circle, Suite 41 Ankeny, Iowa 50021
Cheryl Deering	171 Indies Drive East, #39-102, Naples, Florida 34114
Keith Freibott	7 Chapman Terrace Middletown, NJ 07748

C. Upon the conveyance by Developer to Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the "Total Units" (as hereinafter defined) (as evidenced by the recordation of deeds), including Units located in all Condominiums planned for Antilles, the Purchaser Members shall be entitled to elect one (1) Director, which election took place at the Initial Election Meeting. Developer designated the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected

Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

The term "Total Units" means the number of Units contemplated for Antilles (less the number of Units in which Developer decides neither to submit as part of a Condominium as provided in the Declarations of Condominium nor submit to condominium ownership as a separate Condominium).

D. Transfer of Master Association Control.

1. If unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;

(e) When the developer files a petition seeking protection in bankruptcy;

(f) When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or

(g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument

that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. After the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

2. Subject to the limitations set forth in Section 718.301(3), Florida Statutes, notwithstanding the above Article IX.D (1), Developer shall have the right to at any time, upon written notice to the Master Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. Subject to the limitations set forth in Section 718.301(3), Florida Statutes, at the Majority Election Meeting, Purchaser Members shall elect all Directors unless Developer, until the Developer's Resignation Event, exercises its right to designate one (1) Director. Subject to the limitations set forth in Section 718.301(3), Florida Statutes, Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest or next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2)-year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Master Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Master Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Total Units for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall not be less than five (5) Directors nor more than seven (7), however the number of Directors must always be an odd number.

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Master Association, the Condominium Property, or all of the Antilles Condominiums.
3. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

**ARTICLE X
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Master Association shall be exercised by the Board in accordance with the provisions of the Act, the Master Documents and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Assessments against Members to defray the costs of the Common Expenses.

B. Using the proceeds of Assessments in the exercise of the powers and duties of the Master Association and the Board.

C. Maintaining, repairing and operating the improvements within Antilles.

D. Reconstructing improvements after casualties and losses and making further authorized improvements within Antilles.

E. Making and amending rules and regulations with respect to all Antilles Condominiums administered by the Master Association and for the Antilles Common Areas.

F. Enforcing by legal means the provisions of the Master Documents and the Condominium Documents.

G. Contracting for the management and maintenance of the Antilles Common Area and the Condominium Property, authorizing a management agent to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Master Association has such responsibility and other services with funds that shall be made available by the Master Association for such purposes and terminating such contracts and authorizations. The Master Association and its officers shall, however, retain at all times the powers and duties granted by the Master Documents, the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Master Association.

H. Paying taxes and assessments which are or may become liens against the Antilles Common Area or the Common Elements of any Condominium administered by the Master Association and assessing the same against Units within such Condominium, the Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Master Association against casualty and liability in accordance with the Act, the Master Documents and the Condominium Documents and acquiring one insurance policy or multiple policies to insure the Antilles Common Areas and Condominium Property to allocate the premiums therefor in a fair and equitable manner.

J. Paying costs of all power and other utility services rendered to the Antilles Common Area and the Condominium Property of any Condominium administered by the Master Association and not billed directly to Owners.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Master Association and paying all salaries therefor.

L. Engaging in mandatory alternative dispute resolution as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 are incorporated by reference herein, subject to modifications to the Act.

M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Condominiums, Timeshares and Mobile Homes, and updating the question and answer sheet at least annually.

N. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph X.M above, on the Condominium Property to ensure their availability to Owners and prospective purchasers. The Master Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

O. Ensuring that the following contracts shall be in writing:

- (i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.
- (ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Master Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums.

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

Q. All other powers and duties reasonably necessary to operate and maintain all Condominiums and the Antilles Common Areas administered by the Master Association in compliance with the Master Documents, the Condominium Documents and the Act.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Master Association (and the Directors and/or officers as a group) shall be indemnified by the Master Association against all expenses and liabilities, including legal fees (at all trial and appellate levels) reasonably incurred by or imposed upon them in connection with any proceeding, litigation or settlement in which he or she may become involved by

reason of his or her being or having been a Director or officer of the Master Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Master Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Master Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

ARTICLE XII BYLAWS

The Amended and Restated Bylaws of the Master Association have been adopted by filing the Articles of Merger with the Secretary of State of the State of Florida and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. After the recording of the Master Declaration amongst the Public Records and until the Developer's Resignation Event, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

B. After the Developer's Resignation Event, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Master Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Master Declaration, recorded amongst the Public Records as an amendment to the Master Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any "Institutional Mortgagee" (as defined in the Master Declaration and the Declarations of Condominium) without its prior written consent.

ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Master Association; and
2. Relocate the principal office of the Master Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Master Association present at a meeting of the Board may be deemed to be Directors for the meeting; in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Master Association:

1. Binds the Master Association; and
2. May not be used to impose liability on a Director, officer, employee or agent of the Master Association.

D. A Director, officer or employee of the Master Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic or pre-catastrophic event.

ARTICLE XV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Master Association is 27911 Crown Lake Boulevard, Suite 209, Bonita Springs, Florida 34135, and the initial registered agent of the Master Association at that address shall be L&L PARA, Ltd. Co.

These Amended and Restated Articles of Incorporation are adopted upon the filing of the Articles of Merger with the Secretary of State of the State of Florida.

The undersigned hereby affirms that the foregoing Amended and Restated Articles of Incorporation were approved by a majority of the Membership of the Master Association at a duly held special meeting of the Members at which a quorum was present and by a majority of the Board of Directors on the 15th day of November, 2023.

ANTILLES MASTER CONDOMINIUM
ASSOCIATION, INC.,
a Florida corporation not-for-profit

By: Tara Meredith
TARA MEREDITH, Secretary