

From: Toni Parente  
8/1/23, 3:15 PM

Fax: 15616151002

To:

Fax: (850) 617-6380

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**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: megan@olsonlandpartners.com

**COR AMND/RESTATE/CORRECT OR O/D RESIGN  
DENALI MAINTENANCE ASSOCIATION, INC.**

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**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: DENALI MAINTENANCE ASSOCIATION, INC

DOCUMENT NUMBER: N23000001943

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

STEVEN M. AUERBACHER, ESQUIRE

(Name of Contact Person)

COHEN NORRIS WOLMER RAY TELEPMAN BERKOWITZ & COHEN

(Firm/ Company)

712 US HIGHWAY ONE, SUITE 400

(Address)

NORTH PALM BEACH, FLORIDA 33408

(City/ State and Zip Code)

MEGAN@OLSONLANDPARTNERS.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

MEGAN MAGRATH

850

738-5703

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |   |  |   |  |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
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**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**

**DENALI MAINTENANCE ASSOCIATION,  
INC.**

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

**ARTICLE I**  
**Corporate Name**

The name of the corporation is **DENALI MAINTENANCE ASSOCIATION, INC.**, hereinafter called the "Association".

**ARTICLE II**  
**Address**

The initial mailing address of the Association shall be 4300 Legendary Drive, Suite 234, Destin, FL 32541. The principal office of the Association shall be located at the mailing address or at such other place as may be subsequently designated by the Board of Directors of the Agreement.

**ARTICLE III**  
**Registered Agent**

Rick Olson, as Manager of Olson Land Partners, LLC, a Florida limited liability company, being the Manager OLP RW FC DENALI PARTNERS, LLC, a Florida limited liability corporation, whose address is 4300 Legendary Drive, Ste 234, Destin, FL 32541, is hereby appointed the initial registered agent of this Association.

**ARTICLE IV**  
**Purpose and Powers of the Association**

This Association does not contemplate pecuniary gain or profit to the members thereof and shall make no distributions of income to its members, directors, or officers. The specific purposes for which it is formed are to provide for maintenance, repair and operation of the roads, gates, mail station(s), common areas and improvements (as defined in the DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS FOR ROAD MAINTENANCE AND PARCEL USE RESTRICTIONS FOR DENALI ESTATES, as amended from time to time, referred to hereinafter as the ("Declaration") according to the provisions of the Declaration, encumbering that certain property located in Santa Rosa County, Florida, and more particularly described on the Exhibit "A" attached to said Declaration, and any additions thereto, as may hereafter be brought within the jurisdiction of this Association for this purpose. The Association shall have the following powers:

(a) To exercise all of the common law and statutory powers of a corporation not for profit organized under the laws of the State of Florida that are not in conflict with the terms of the Declaration, these Articles, or the ByLaws of the Association.

(b) To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration applicable to the property and recorded or to be recorded in the Public Records of Santa Rosa County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth in its entirety;

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of Association, including but not limited to all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) To maintain, repair and operate the roads, gates and mail station(s);

(e) To purchase insurance upon the property of the Association and insurance for the protection of the Association and its members as Parcel Owners;

(f) To reconstruct improvements after casualty and make further improvements upon the Property;

(g) To enforce by legal means the provisions of the Declaration, and the Articles of Incorporation and Bylaws of the Association, and the rules and regulations adopted pursuant thereto;

(h) To employ personnel to perform the services required for proper operation of the Agreement;

(i) Cause the Association to operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of the Northwest Florida Water Management District ("NWFWM") Permit as issued for the Denali Estates Parcels and applicable NWFWM rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration, as amended from time to time.

(j) Cause the Association to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System. The assessments shall be used for the maintenance and repair of the Stormwater Management Systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

## **ARTICLE V**

### **Membership**

Section 1. Membership Generally: No person except an Owner or a Developer, as such terms are defined in the Declaration, is entitled to membership in the Association; and all Owners and Developers, regardless of whether a Developer is also an Owner, shall be either Class A or Class B members of the Association, as provided in this Article.

Section 2. Class A Membership: Until termination of Class B membership, as provided in Section 3 of this Article V, every Owner who holds record title to a residential Parcel that is subject to assessment under the Declaration, except a Developer, shall be a Class A member of the Association. Each Class A membership shall be appurtenant to the residential Parcel and shall be transferred automatically by a conveyance of record title to such Parcel. An owner of more than one Parcel is entitled to one Class A membership for each residential Parcel to which such Owner holds record title. If more than one person holds an interest in any residential Parcel, all such persons shall be members; provided however, that only one vote shall be cast with respect to any one residential Parcel. No person other than an Owner may be a Class A member of the Association, and a Class A membership may not be transferred except by a transfer of record title to the residential Parcel to which it is appurtenant.

Section 3. Class B. Membership: The Developer, as defined in the Declaration, shall be a Class B member of the Association. The Class B membership shall terminate and be converted to Class A membership (hereinafter referred to as "Turnover"):

- A) Upon sale of all of the Parcels or when Declarant chooses to become a Class A Member, as evidenced by instrument to such effect, executed by Declarant, which is recorded in the public records; or
- B) Upon Declarant abandoning or deserting its responsibility to maintain and complete the Roadway; or
- C) Upon Declarant filing a petition for bankruptcy under Chapter 7 of the United States Bankruptcy Code; or
- D) Upon Declarant losing title to the Parcels through foreclosure or the transfer assignment of developer rights and responsibilities of a deed in lieu of foreclosure, unless the successor owner has accepted and arising after the date of such assignment; or
- E) Upon a receiver for Declarant being appointed and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the association.

Upon Turnover and termination of Class B membership, all provisions of the Declarations, Articles, or ByLaws referring to Class B membership shall be without further force or effect.

## **ARTICLE VI**

### **Voting Rights**

Section 1. Class A Voting: All Class A members shall be entitled to one (1) vote for each residential Parcel owned. If more than one (1) person holds record title to a residential Parcel, there shall be only one vote cast with respect to such Parcel, exercised as the owners determine among themselves.

Section 2. Class B Voting: The Class B members shall be entitled to one (1) vote for each residential Parcel owned. In addition, until such time as the Class B membership is converted to Class A membership, the Class B membership shall have a right of veto on all questions coming before the membership for a vote thereon.

## **ARTICLE VII**

### **Board of Directors**

The affairs of this Association shall be managed and governed by a Board of Directors consisting of at least three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the ByLaws of the Association. The names and addresses of the persons who are to act in the capacity of the Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Rick Olson	4300 Legendary Drive. Ste 234, Destin, FL 32541
Megan Magrath	4300 Legendary Drive, Ste 234, Destin, FL 32541
Robin Eads	4300 Legendary Drive, Ste 234, Destin, FL 3254

#### **ARTICLE VIII**

##### **Officers**

The affairs of the Association shall initially be administered by a President, a Secretary and a Treasurer and such other Officers as may be designated from time to time by the Directors. The Officers shall be elected or designated by the Board of Directors at its first meeting following the annual meeting of the members of the Association.

#### **ARTICLE IX**

##### **Indemnification**

Every Director and every Officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any 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 Association, or by reason of his having served the Association at its request, whether or not he is a Director or Officer or member serving the Association at the time such expenses or liabilities are incurred, except when the Director, Officer or member serving the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, Officer or member serving the Association may be entitled.

#### **ARTICLE X**

##### **ByLaws**

The ByLaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded, by the Developer prior to Turnover, and following Turnover at a duly called regular or special meetings of the members, by an affirmative vote of a majority of

all the members present in person or by proxy.

## **ARTICLE XI**

### **Dissolution**

Unless the Board of Directors determines that because of a conflict of interest or other substantial reason it should not make any recommendation, the Board of Directors must adopt a resolution recommending that the Association be dissolved and directing that the question of such dissolution be submitted to a vote at a meeting of Members entitled to vote, which may be either an annual or special meeting. The Association may be dissolved upon written assent signed by members holding not less than seventy-five percent (75%) of the total number of votes of each class of members. Written notice stating that the purpose or one of the purposes, of such meeting is to consider the advisability of dissolving the corporation must be given to each Member as of thirty days prior to the date of transmitting such notice to those entitled to vote at such meeting. This notice shall be sent at least ten (10) days and not more than sixty (60) days before the date named for the meeting to each Member by United States mail, to the Owner's address appearing on the books of the Association. A resolution to dissolve the corporation shall be adopted upon receiving 75% of the votes which Members present at such meeting or represented by proxy are entitled to cast. At any time after dissolution is authorized, the corporation may dissolve by delivering to the Department of State articles of dissolution for filing.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and NFWFMD Applicant's Handbook Volume I, Section 12.3, and be approved by the NFWFMD prior to such termination, dissolution or liquidation.

## **ARTICLE XII**

### **Term**

The term of the Association shall be perpetual.

## **ARTICLE XIII**

### **Amendments**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Section 1. Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

Section 2. Vote: A resolution for the adoption of an amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such resolutions must be adopted by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

Section 3. Limit on Amendments: Any amendments prior to Turnover shall require the approval of Developer. Following Turnover no amendment shall make any changes in the qualifications for membership, nor in the voting rights of members, without approval in writing by all members. Any amendment to these Articles that alters the provisions regarding the maintenance of and assessments for Stormwater Management System, must have the prior approval of the NFWFMD.

Section 4. Certification: A copy of each amendment shall be filed with, and certified by, the Secretary of State.

#### ARTICLE XIV Incorporator

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

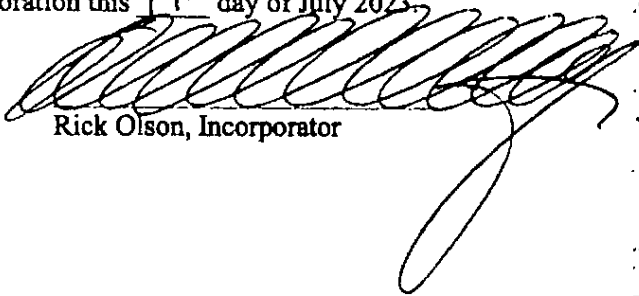
Name

Address

Rick Olson

4300 Legendary Drive, Ste 234, Destin, FL 32541

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, as the incorporator of this Association, have executed these Amended and Restated Articles of Incorporation this 14<sup>th</sup> day of July 2023.

  
Rick Olson, Incorporator



**ACCEPTANCE OF APPOINTMENT AS RESIDENT AGENT**

I, RICK OLSON, as Manager of OLSON LAND PARTNERS, LLC, a Florida limited liability company, being the Manager OLP RW FC DENALI PARTNERS LLC, hereby accept the appointment as resident agent for DENALI MAINTENANCE ASSOCIATION, INC., as set forth in the Amended and Restated Articles of Incorporation set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand this 14<sup>th</sup> day of July 2023.

  
Rick Olson, Registered Agent