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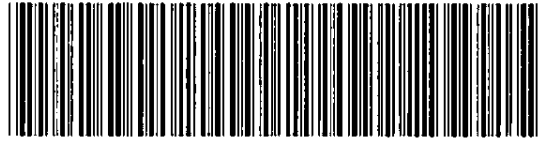
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TALLAHASSEE, FLORIDA

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T.J.H.  
4/4/24

## COVER LETTER

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

**SUBJECT:** Marina del Palma Marina Association, Inc.

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☒ \$78.75  
Filing Fee  
& Certified Copy

☐ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

**FROM:** Kenneth W. Belshe  
\_\_\_\_\_  
Name (Printed or typed)

c/o McCabe & Ronsman, 110 Solana Road, Ste. 102

\_\_\_\_\_  
Address

Ponte Vedra Beach, FL 32082

\_\_\_\_\_  
City, State & Zip

904-396-0090

\_\_\_\_\_  
Daytime Telephone number

dferguson@sunbeltlandmgmt.com

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

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TALLAHASSEE, FLORIDA

**NOTE:** Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION  
OF  
MARINA DEL PALMA MARINA ASSOCIATION, INC.  
(a Florida Corporation Not-For-Profit)**

The undersigned, for the purpose of forming a Florida Corporation Not-For-Profit and condominium association pursuant to Chapters 617 and 718 of the Florida Statutes, hereby adopts these Articles of Incorporation.

**ARTICLE I  
NAME & ADDRESS**

The name of this Corporation is Marina del Palma Marina Association, Inc. All references to "Association" shall mean Marina del Palma Marina Association, Inc. The principal and mailing address of the Association is: c/o MAY Management Services, Inc., 5455 A1A South, St. Augustine, FL 32080.

**ARTICLE II  
PURPOSE**

The Association shall be the condominium association responsible for the operation of the Marina del Palma Marina Condominium and for exercising the rights and performing the obligations contemplated by the Declaration of Condominium for Marina del Palma Marina Condominium ("Declaration"), the Master Declaration of Easements, Covenants and Restrictions for Marina del Palma, recorded in Book 2270, Page 291, et seq., of the Official Records of Flagler County, Florida ("Master Declaration"), the Articles of Incorporation of Marina del Palma Master Association, Inc. ("Master Articles"), the Bylaws of Marina del Palma Master Association, Inc. ("Master Bylaws"), and all duly adopted amendments thereto. The Master Declaration, Master Articles, and Master Bylaws are collectively referred to herein as the "Master Governing Documents." The Association is not organized for the purpose of pecuniary profit. The Association shall have all the rights and powers as provided in the Governing Documents, Chapter 617 of the Florida Statutes, and Chapter 718 of the Florida Statutes, all as amended from time to time. The Association is not a "residential condominium" as defined by § 718.103(24), Fla. Stat. (2024). All capitalized terms appearing and not otherwise defined herein shall have the same meanings as set forth in the Declaration or Master Declaration.

**ARTICLE III  
COMMENCEMENT & TERM OF EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. 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 Applicant's Handbook Volume I, Section 12.3, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. However, the preceding

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COUNTY, FLORIDA

sentence shall only apply if any responsibilities under any permit associated with a Stormwater Management System are delegated to the Association before such termination, dissolution, or liquidation.

## **ARTICLE IV ASSOCIATION POWERS**

The Association shall have the following powers:

**4.1** The Association shall have all of the common law and statutory powers of a Florida Corporation Not-For-Profit that are not in conflict with the Governing Documents.

**4.2** The Association shall have all the powers that are granted now or in the future to the Association by the Governing Documents and applicable law. Such powers include the operation, maintenance, management, repair, and replacement of Condominium and Association Property, and shall also include the power to levy and collect Assessments and other charges against Members.

**4.3** In addition to, and without limiting, the foregoing, the Association shall have the following powers:

**4.3.1.** To manage, operate, maintain, repair, and replace the Condominium Property and Association Property and to carry out the necessary acts and duties incident thereto;

**4.3.2.** To adopt, change, amend, repeal, and enforce Bylaws and reasonable Rules and Regulations, not inconsistent with law or these Articles of Incorporation, for the administration of the affairs of the Association, the exercise of its corporate powers, and governing the use of the Condominium Property and Association Property and the conduct of persons thereon;

**4.3.3.** To establish, by a vote of the Members as the Bylaws may direct, the number of Directors so that the number shall be not less than three nor more than the maximum number of Directors permitted by these Articles.

**4.3.4.** To make contracts and guaranties, incur liabilities, borrow money at such rates of interest as the Association may determine, issue its notes, bonds, and other obligations, and secure its obligations by mortgage and pledge of all or any of its property, franchises, or income;

**4.3.5.** To sue and be sued;

**4.3.6.** To make, levy, collect, and enforce payment of Assessments and other charges, fines, late fees, and interest as provided in the Governing Documents and Master Governing Documents against Members to fulfill the Association's duties or exercise any of its rights;

**4.3.7.** To purchase, take, receive, lease, take by gift, devise, or bequest, or otherwise acquire, own, hold, improve, use, or otherwise deal in and with real or personal property, or any interest therein, wherever situated;

**4.3.8.** To sell, convey, mortgage, pledge, encumber, lease, exchange, transfer, or otherwise dispose of all or any part of its property and assets.

**4.3.9.** To borrow money as necessary to exercise its powers and fulfill its duties, and as security for such loan, to pledge its assets and assign as collateral the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan;

**4.3.10.** To purchase insurance to protect Condominium Property and Association Property, Directors, Officers, Members, managers, and the Association's agents;

**4.3.11.** To act as trustee on behalf of the Members, obtain and use insurance proceeds and condemnation proceeds, and to reconstruct improvements on the Property in the event of casualty, condemnation, or other loss;

**4.3.12.** To enforce the Governing Documents by any and all legal and equitable means available;

**4.3.13.** 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 Condominium Property and Association Property, and to enter into any other agreements consistent with the purposes of the Association including management agreements, agreements to acquire use or possessory interests in real property, whether adjacent to the Property or otherwise, and to provide therein that the expenses related to the acquisition or use of such interests are Common Expenses which may be funded by Assessments. Such expenses may include (but are not limited to) taxes, insurance, utilities, memberships, and maintenance and repair costs;

**4.3.14.** To purchase Condominium Parcels, whether incident to foreclosure or otherwise, and to levy Assessments necessary to do so.

**4.3.15.** To exercise rights and perform obligations as may be provided by other contracts or agreements to which the Association is or may become a party.

**4.3.16.** To merge with other corporations or other eligible entities identified in Section 607.1101 of the Florida Statutes (2024), both for profit and not for profit, domestic and foreign, if the surviving corporation or other surviving eligible entity is a corporation not for profit or other eligible entity that has been organized as a not-for-profit entity under a governing statute or other applicable law that permits such a merger;

**4.3.17.** To cooperate and enter into agreements with the Master Association and other parties as necessary or desirable in furtherance of the purposes for which the Association has been organized.

**4.3.18.** To act as the representative of the Members and exercise in a representative capacity the voting rights and interests of the Members as to all matters pertaining to the Master Association as provided in the Master Governing Documents.

**4.3.19.** To exercise all emergency powers provided by Chapters 617 and 718 of the Florida Statutes, as may be amended from time to time, during an emergency as defined by either of the foregoing Chapters.

**4.3.20.** To have and exercise all powers necessary or convenient to accomplish any or all of the purposes for which the Association is organized.

**4.4 Stormwater Management System.** The Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of St. Johns River Water Management District Permit No. 94242 and applicable St. Johns River Water Management District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall 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. Notwithstanding, this Section shall only apply if rights or obligations under the above-referenced Permit are assigned or delegated to the Association.

**4.5 Distribution of Income.** The Association shall make no distributions of income to its Members, Directors, or Officers except as permitted by Sections 617.0505 and 617.1302 of the Florida Statutes, as such sections may be amended from time to time.

## **ARTICLE V INCORPORATOR**

The name and address of the Incorporator of these Articles are: Kenneth W. Belshe, c/o MAY Management Services, Inc., 5455 A1A South, St. Augustine, FL 32080.

## **ARTICLE VI DIRECTORS**

**6.1 Number & Qualification.** Until Transition, the Association shall be governed by a Board of Administration (or Board of Directors) which shall initially be composed of three (3) persons. Developer shall have the right to appoint all members of the Board of Directors until Transition, subject to the right of Members other than the Developer to elect one-third of the members of the Board of Directors when Members other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will ultimately be operated by the

Association. Members of the Board of Directors appointed by Developer need not be Members of the Association. Members of the Board of Directors elected by the Members other than the Developer must be Members of the Association. After Transition, the total number of Directors may be increased or decreased by a vote of a majority of a quorum of the Voting Interests but shall always be established at an odd number and shall never be fewer than three.

**6.2 Duties & Powers.** All duties and powers of the Association shall be exercised exclusively by the Board of Directors (or as may be delegated by the Board to an Officer, committee, agent, contractor, or employee), subject only to approval by Members when specifically required by the Governing Documents or by law.

**6.3 Election & Removal.** The manner of electing and removing (recalling) Directors and conducting the annual meeting and elections shall be as stated in the Bylaws.

**6.4 Vacancies.** If a vacancy on the Board of Directors occurs because of an insufficient number of candidates to fill all vacancies by election, or by resignation, death, incapacity, or otherwise (except by recall of a majority of the total Directors), such vacancy may be filled by the remaining Directors.

**6.5 First Directors.** The following persons shall constitute the initial Board of Directors and each shall hold office for the terms stated in and subject to the provisions of the Bylaws:

<u>NAME</u>	<u>ADDRESS</u>
Graham B. Allen	PO Box 353460 Palm Coast, FL 32135
Kenneth W. Belshe	PO Box 353460 Palm Coast, FL 32135
William G. Allen	PO Box 353460 Palm Coast, FL 32135

## **ARTICLE VII OFFICERS**

Association affairs shall be managed by a President, one or more Vice Presidents, a Secretary, and a Treasurer, and such other Officers as the Board shall deem appropriate from time to time. Officers shall be appointed and removed by the Board of Directors. The first Officers of the Association are:

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<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Kenneth W. Belshe	President	PO Box 353460 Palm Coast, FL 32135
Graham B. Allen	Vice President	PO Box 353460 Palm Coast, FL 32135
William G. Allen	Secretary & Treasurer	PO Box 353460 Palm Coast, FL 32135

#### ARTICLE VIII MEMBERS

**8.1 Membership.** Every record owner of legal title to a Condominium Parcel within the Condominium (i.e., every Owner) shall be a mandatory Member of the Association. Membership in the Association is appurtenant to and inseparable from ownership of legal title to a Condominium Parcel. Transfer of record ownership of legal title to a Condominium Parcel, whether voluntary or involuntary, shall terminate the transferor's membership in the Association and membership shall vest in the transferee.

**8.2 Membership Classes & Voting Interests.** The Association shall initially have two (2) classes of membership as provided below.

**8.2.1. Class A Members.** Class A Members shall be all Owners, excluding the Developer so long as the Class B Membership exists, and thereafter Developer shall be a Class A Member to the extent that it would otherwise qualify. There is one (1) Voting Interest allocated to each Condominium Parcel exercisable by the Owners thereof.

**8.2.2. Class B Member.** The Class B Member shall be Developer, who shall have a number of Voting Interests equal to the total number of Voting Interests of the Class A Members multiplied by 100 until Transition. Class B Membership shall terminate at Transition, and Developer shall thereafter be a Class A Member with respect to any Condominium Parcels Developer owns following Transition.

**8.3 Transition.** For the purposes of this Article, the phrase "Unit Owners other than the Developer" shall not include builders, contractors, or others who purchase a parcel for the purposes of constructing improvements thereon for resale. Developer has the unilateral right to appoint all Directors of the Association until Transition, except as provided in Section 8.4. Unit Owners other than the Developer are entitled to elect at least a majority of the members of the Board of Administration upon the first to occur of any of the following events:

**8.3.1.** Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

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**8.3.2.** Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers:

**8.3.3.** 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;

**8.3.4.** 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:

**8.3.5.** When the Developer files a petition seeking protection in bankruptcy;

**8.3.6.** 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

**8.3.7.** Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) of the Act 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, seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) of the Act 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 Section 718.403 of the Act, seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) of the Act 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.

**8.4 Right to Elect Pre-Transition Director.** Unit Owners other than the Developer are entitled to elect one-third of the members of the Board of Administration after fifteen percent (15%) or more of the Units in the Condominium that will ultimately be operated by the Association have been conveyed to Unit Owners other than the Developer.

**8.5 Developer's Right to Elect Director After Transition.** Developer is entitled to elect at least one member of the Board of Administration as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium operated by the Association. After Transition, Developer may exercise its right to vote for any Units it owns in the same manner as any other Unit Owner except for the purposes of reacquiring control of the Association or selecting a majority of the members of the Board of Administration.

**8.6 Voting & Election Procedures.** The procedures associated with exercising Voting Interests and electing members of the Board of Administration are provided in the Bylaws.

## **ARTICLE IX INDEMNIFICATION**

Every Director, Officer, employee, and designated agent (as may be designated in other contracts with such agent) of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney fees and costs reasonably incurred by or imposed upon the Director, Officer, employee, or designated agent in connection with any proceeding or settlement of a dispute to which the Director, Officer, employee, or designated agent may be a party, or in which the Director, Officer, employee, or designated agent may become involved, by reason of being or having been a Director, Officer, employee, or designated agent of the Association, regardless of whether that person maintained his or her position at the time such expenses are incurred; provided, however, that no such Director, Officer, employee, or designated agent shall be entitled to indemnification in the event that such person: (i) committed a violation of criminal law, unless the Director, Officer, employee, or designated agent had reasonable cause to believe his or her conduct was lawful and no reasonable cause to believe his or her conduct was unlawful; (ii) engaged in a transaction from which the Director, Officer, employee, or designated agent derived an improper personal benefit; (iii) made an unlawful distribution as provided by Florida law; or (iv) engaged in willful misconduct or a conscious disregard for the best interests of the Association in the performance of his or her duties. The Association may advance expenses, including attorney fees and costs, associated with any legal action instituted against a Director, Officer, employee, or designated agent upon approval of a majority of the Board of Directors, exclusive of any Director seeking indemnification; provided, however, that the Association shall be entitled to reimbursement if it is ultimately determined that the Director, Officer, employee, or designated agent was not entitled to indemnification in accordance with this Article. In the event of a settlement, the indemnification set forth herein shall apply only when the Board of Directors, exclusive of any Director seeking indemnification, approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which Directors, Officers, employees, or designated agents may be entitled.

## **ARTICLE X AMENDMENTS & DISSOLUTION**

**10.1 Amendments.** Subject to applicable law, these Articles may be unilaterally amended by the Developer by an instrument signed by the Developer and filed in the Office of the Secretary of State of the State of Florida for so long as Developer owns any of the Property or any other property which Developer may intend to subject to the Declaration. After Developer no longer owns any part of the Property or any other property which Developer may intend to subject to the Declaration, these Articles may be amended by the written consent or affirmative vote of two-thirds (2/3) of the total Voting Interests; provided, however that (i) no amendment shall alter or affect the rights of the Developer without the Developer's written consent; and (ii) any

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amendment that alters the Stormwater Management System, or the Association's obligation to operate and maintain it (if ultimately assigned or delegated to the Association), beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District. The Developer may veto any amendment to these Articles for so long as it owns any of the Property or any other property which Developer may intend to subject to the Declaration. In the event it is finally adjudicated that Developer's rights to unilaterally amend these Articles are limited by applicable law, Developer shall be deemed to have the broadest rights to amend these Articles not prohibited by applicable law.

**10.2 Limitations on Amendments.** Subject to the Developer's right to unilaterally amend these Articles as provided herein, which shall not be subject to the limitations below, these Articles may not be amended in any manner that would:

10.2.1. Affect any rights of the Developer, in Developer's sole opinion, unless the Developer approves the amendment in writing; or

10.2.2. Make any changes in the qualifications for Membership or to the Voting Interests of the Members of the Association without first obtaining written approval of all Members and joinder of all record owners of first mortgages encumbering Condominium Parcels.

Subject to the Developer's right to unilaterally amend these Articles as provided herein, after the Developer no longer has the right to unilaterally amend these Articles, this Section concerning limitations on amendments may only be amended upon the approval of the Developer, all Members of the Association, and all record owners of first mortgages encumbering Condominium Parcels. Any attempt to amend these Articles in a manner inconsistent with the amendment requirements herein shall be null and void.

**10.3 Dissolution.** While Developer has the right to unilaterally amend these Articles, it shall also have the unilateral right to dissolve this corporation. After Developer no longer has the right to unilaterally amend these Articles, this corporation may be dissolved by a resolution to dissolve being adopted by the Board and the written consent or affirmative vote of two-thirds (2/3) of the total Voting Interests of the Members. Dissolution of the Association shall be effective upon filing Articles of Dissolution with the Office of the Secretary of State of the State of Florida. Notwithstanding, if any rights or obligations under the above-referenced Permit are ultimately assigned or delegated to the Association, 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 Applicant's Handbook Volume I, Section 12.3, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

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**ARTICLE XI  
DESIGNATION OF REGISTERED AGENT & OFFICE**

The initial registered agent of the Association is:

McCabe & Ronsman  
110 Solana Rd., Ste. 102  
Ponte Vedra Beach, FL 32082

IN WITNESS WHEREOF, the Incorporator has affixed his signature hereto on this 23  
day of February, 2024.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S.

  
\_\_\_\_\_  
Kenneth W. Belshe  
As Incorporator

Date: 2/23/2024

{Acceptance of Registered Agent on Following Page}

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MAR 12 2024  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

### ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment of registered agent and agree to act in this capacity.

Signed: 

Date: 3-4-2024

Printed: Michael McCabe  
On Behalf of McCabe & Ronsman,  
as Registered Agent

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