

To:

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2024-03-12 10:25:54 CDT

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From: Kathy Townsend

3/12/24, 2:53 PM

Division of Corporations

N 9500002470

Florida Department of State
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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
MARAVILLA MASTER ASSOCIATION, INC.**

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Correction for Audit # H24000085519 - per the attached dated March 6, 2024

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To:

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From: Kathy Townsend

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March 6, 2024

FLORIDA DEPARTMENT OF STATE

Division of Corporations

MARAVILLA MASTER ASSOCIATION, INC.

2606 SCENIC GULF DRIVE

DESTIN, FL 32550

SUBJECT: MARAVILLA MASTER ASSOCIATION, INC.

REF: N95000002470

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The document must be signed by a director, president, or other officer.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Tammi Cline

Regulatory Specialist II Supervisor

FAX Aud. #: H24000085519

Letter Number: 824A00004965

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**AMENDED & RESTATED
ARTICLES OF INCORPORATION
OF
MARAVILLA MASTER ASSOCIATION, INC**

a corporation not-for-profit
under the laws of the State of Florida

**SUBSTANTIAL REWORDING
~~SEE GOVERNING DOCUMENTS FOR CURRENT TEXT~~**

These are the Amended and Restated Articles of Incorporation of Maravilla Master Association, Inc., originally filed with the Florida Department of State on the 24th day of May 1995, under Charter Number N95000002470. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2021).

The name and address of the current registered office is Community Management Associates (CMA, 36468 Emerald Coast Parkway, Suite 2101, Destin, FL 32541. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

ARTICLE I

NAME The name of the corporation shall be "Maravilla Master Association, Inc." (the 'Association') and its mailing address is 2606 Scenic Gulf Drive, Miramar Beach, FL 32550.

ARTICLE II

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PURPOSE The purpose for which the Association is organized is to serve as a "Homeowners' Association" as described in Section 720.301, Florida Statutes, including, but not limited to, the power to operate, administer, and manage the Common Areas in Maravilla in accordance with the Maravilla Community Property Agreement and other Governing Documents.

DEFINITIONS The terms used in these Articles shall have the same definitions and meaning as those set forth as provided in the Act (as defined in the Bylaws), unless herein provided to the contrary, or unless the context otherwise requires.

POWERS The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles or the Declaration of Covenants and Restrictions of any development operation by the Association.

2. The Association shall have all of the powers and duties set forth in these Articles and the Declaration of covenants and Restrictions of any development operated by the Association, as they may be amended from time to time, and all of the powers and duties reasonably necessary to operated them that may not be specifically set forth either in these Articles or in said Declarations of Covenants or Restrictions, including but not limited to the following:

3. To hold title to and own fee simple or other lesser interest in real, personal or mixed property, wherever situated, including lots or units in any development that is a part of MARAVILLA, and to lease, mortgage and convey same.

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4. To make and collect assessments against the owners of lots and units and other property included in MARAVILLA to defray the cost, expenses and losses of the developments operated by the Association or served by the Community Property or any costs, expenses or losses of the Association related to the Community Property, and to defray the costs, expenses and losses of any other business, enterprise, venture or property interest of the Association

5. To use the proceeds of the assessments in the exercise of these powers and duties.

6. To maintain, repair, replace and operation the property of the developments operated by the Association, the Community Property, or any other property of the Association.

7. To purchase insurance upon the property of any developments operated by the Association, Community Property or other property of the Association or within MARAVILLA and insurance for the protection of the Association and its members; such power and authority shall extend to the purchase of insurance of any type on a cooperative basis with any other owners association operating a development within MARAVILLA, where the directors of this Association deem it prudent and there is a reasonably equitable allocation of the cost thereof between the entities benefitted thereby.

8. To reconstruct improvements after casualty and to further improve the property of the developments operated by the Association, the Community Property or any other property of the Association.

9. To make and amend reasonable regulations respecting the use of

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the property of any developments operated by the Association, the Community Property or other property of the Association.

10. To enforce by legal means the provisions of the Declaration of Covenants and Restrictions of any development operated by the Association, the Community Property Agreement, the constituent documents creating the developments that are administered by the Association and regulations for the use of the property of the Association or Community Property.

11. To contract for the management of the Association, the Community Property, or any development operated by the Association or any portion thereof, and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Covenants and Restrictions of any development operated by the Association to have approval of the Board of Directors or the membership of the Association.

12. To acquire fee simple title to, to lease, acquire memberships or acquire other possessory or use interests in and to operate lands and facilities, including but not limited to the Community Property, whether or not contiguous to the lands included with MARAVILLA, intended to provide for the enjoyment, recreation or other use or benefit of the members or a substantial number of the members, of the Association.

13. To employ personnel to perform the Services required for the proper operation, management, maintenance or control of the Association, any development operation by the Association, the Community Property, or any other property of the Association.

14. To hire attorneys or other professionals for the purposes of bringing legal action or enforcing right in the name of and on behalf of any members of the Association; and to bring such action in the name of and on behalf of the members.

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15. To exercise and carry out any and all of the powers, duties and responsibilities of either Maravilla Condominium Association, Inc. or Maravilla Homeowners Association, Inc. that are not being exercised and carried out by them, to the extent not inconsistent with the applicable law. This authority is permissive and not a mandatory obligation of the Master Association, need not be accepted or undertaken, may be declined at any time by the Master Association, either before or after an undertaking, and in any event may not be exercised as to a particular association over its written objection. The Master Association has no duty to undertake any particular duty or responsibility of either of the other associations and will have no liability for not undertaking any particular duty or responsibility. This additional authority on the part of the Master Association is intended merely as a convenience for the associations. Any cost or expense incurred by the Master Association arising on account of the exercise of any power, duty or responsibility of one of the other associations shall be paid for by the other association and where such exercise benefits more than one association, the Board of Directors' determination as to allocation of such costs and expenses as among the associations

Involved shall be final and binding on all interested parties, including the members of the affected association, and shall be common expenses of the affected associations, which the associations have covenanted to pay. An objection by an association to the further exercise by the Master Association of a particular power, duty or responsibility shall not abrogate the objecting association's obligation to pay to the Master Association its allocable portion of the expense incurred prior to the date the written objection is received by the Master Association.

GENERAL The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the

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provisions of the Maravilla Community Property Agreement, these Articles, or the Bylaws.

ENUMERATION The Association shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be limited by the Maravilla Community Property Agreement, these Articles, and the Bylaws (all as they may be amended from time to time), including, but not limited to, the following:

A. To make and collect Assessments and other charges against Sub-Communities within Maravilla, and to use the proceeds thereof in the exercise of its powers and duties.

B. To buy, own, operate, lease, sell, license, and trade both real and personal property and to grant easements and licenses as to same as may be necessary or convenient in the administration of the Association in accordance with the Bylaws.

C. To maintain, repair, replace, reconstruct, add to, improve, and operate the Common Areas in accordance with the Maravilla Community Property Agreement and the Bylaws.

D. To purchase insurance upon the Association's property and insurance for the protection of the Association, and its Officers, Directors, and other persons or entities deemed appropriate by the Association.

E. To make and amend Rules and Regulations concerning the use, appearance, maintenance, and occupancy of the Parcels, and the Common Areas, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Maravilla Community Property Agreement.

F. To enforce by legal means the provisions of the Maravilla

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Community Property Agreement, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

G. To contract for the management of the Association and any facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific, non-delegable approval of the Board of Directors or the membership of the Association.

H. To employ personnel to perform the services required for proper operation of the Association:

I. To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income, or rights.

ASSOCIATION PROPERTY All funds and the titles of all properties acquired by the Association and their proceeds shall be held in Trust for the benefit and use of the Members in accordance with the provisions of the Maravilla Community Property Agreement, these Articles, and the Bylaws.

DISTRIBUTION OF INCOME The Association shall make no distribution of income to its Members, Directors or Officers.

LIMITATION The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Maravilla Community Property Agreement.

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these Articles, the Bylaws, and applicable law. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declarations of Covenants and Restrictions, the ByLaws and the Community Property Agreement.

ARTICLE IV

MEMBERS AND VOTING The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

A. **MEMBERS** The membership of the Association shall be comprised of the Owner Members. The Owner of every Parcel shall become an Owner Member upon recordation in the Public Records of an instrument establishing the ownership by said Owner of such Parcel.

B. **VOTING RIGHTS** Each Member shall possess one vote for each Parcel owned by such Member.

C. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Governing Documents.

D. The share of a member in funds or assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his lot or unit.

ARTICLE V

DIRECTORS

A. The affairs of the Association will be managed by a Board consisting of

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not less than three (3) directors nor more than nine (9) directors. The Directors must be members of the Association in good standing.

DUTIES AND POWERS All of the duties and powers of the Association existing under the Maravilla Community Property Agreement, these Articles, the Bylaws, and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board of Directors, or as may be delegated to its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

The affairs of the Association will be managed by a Board consisting of not less than (three) nor more than nine (9) directors and shall be elected as follows:

Condominium Association III-Building 1 - 1 Sub Community Director
Condominium Association I-Buildings 2 & 3 - 1 Sub Community Director
Condominium Association II-Building 4 - 1 Sub Community Director
Maravilla HOA Shores - 1 Sub Community Director
Maravilla HOA Cottages - 1 Sub Community Director

Each Sub Community candidate Director must own in the area they are running and only the owners in that area may vote for their Sub Community Director.

In addition to the above there shall be a maximum of 4 Directors (additional Directors) elected from any of the above associations or areas (those to be considered at large positions) in order to allow the total number of Directors to be an uneven number.

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All Director terms shall be for 2 years with the exception that the initial election of the 4 additional directors shall be for 1 year. All subsequent elections for all directors will be for a 2 year term.

ARTICLE VI

OFFICERS The affairs of the Association shall be administered by the officers designated in the By Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By Laws may provide for the removal from office, the filling of vacancies and the specific duties of officers.

ARTICLE VII

INDEMNITY The Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, or Committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe

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his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

DEFENSE To the extent that a Director, Officer, or Committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article VII (Indemnity) above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

ADVANCES Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by

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this Article VII (Indemnity). However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

MISCELLANEOUS The indemnification provided by this Article VII (Indemnity) shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee member and shall inure to the benefit of the heirs and personal representatives of such person.

ARTICLE VIII

BY LAWS

The Bylaws of this corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

ARTICLE IX

ARTICLES OF INCORPORATION AMENDMENTS Amendments to the Articles of Incorporation shall be adopted in the following manner:

a. **Proposal of Amendments** An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

b. **Proposed Amendment Format** Proposals to amend the existing Articles

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of Incorporation shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING. SEE GOVERNING DOCUMENTS FOR CURRENT TEXT."

c. **Notice** The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

d. **Adoption of Amendments** A vote of the Members is required for the adoption of a proposed amendment. Adoption shall be determined by a simple majority of the eligible voting Members. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

e. **Effective Date** An amendment when adopted shall become effective after being recorded in the Walton County Public Records according to law and filed with the Secretary of State according to law.

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ARTICLE X

TERM. The term of the Association shall be perpetual.

ARTICLE XI

Automatic Amendment These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Maravilla Community Property Agreement.

Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

ARTICLE XII

DISPOSITION OF ASSETS UPON DISSOLUTION Upon dissolution of the

Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any net-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

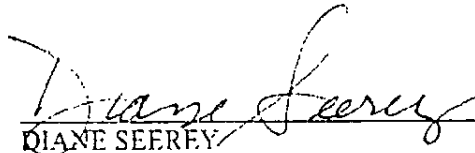
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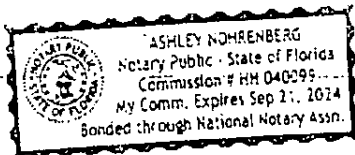
(Subscriber signatures to the Original Articles omitted)

IN WITNESS WHEREOF, the President has affixed her signature this 7th day of March, 2024.


DIANE SEEREY
President

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7th day of March, 2024, by Diane Seerey, as President and on behalf of Maravilla Master Association, Inc. who is ☒ personally known to me or ☐ produced the following identification _____.




NOTARY PUBLIC
My Commission Expires: _____

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CLERK OF CIRCUIT COURT
JACKSONVILLE, FL