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[Signature]



CHELLE KONYK, ESQ.  
THERESA M. LEMME, ESQ.  
MICHAEL S. STEINER, ESQ.

February 11, 2022

Amendment Section  
Division of Corporations  
PO BOX 6327  
Tallahassee, FL 32314

Articles of Amendment

LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC.

DOCUMENT NUMBER: 758868


The attached Articles of Amendment are adopted as of February 4, 2022, and the filing fee of \$35.00 is submitted for filing.

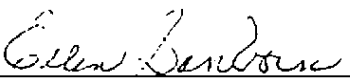
Please return all correspondence to:

CHELLE KONYK, ESQ.  
KONYK & LEMME PLLC  
140 INTRACOASTAL POINTE DR.  
STE 310  
JUPITER FL 33477

For further information contact: Chelle Konyk at 561.935.6244

A vote of the members was required to adopt the amendments. The amendments were adopted by written consent in lieu of a meeting pursuant to Florida Statutes, Section 617.0701 and the number of votes cast for the amendments was sufficient for approval.

By:   
Robin Preziosi, Vice President

By:   
Ellen Sanborn, Secretary

Name of Registered Agent:  
CHELLE KONYK, ESQ.  
KONYK & LEMME PLLC  
140 INTRACOASTAL POINTE DR.; STE 310; JUPITER FL 33477

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

  
CHELLE KONYK, ESQ.,  
REGISTERED AGENT

Phillips Point • 777 South Flagler Drive • Suite 800 • West Tower • West Palm Beach, Florida 33401

Tel. (561) 935.6244 • Fax (561) 935.5494

Jupiter Office • 140 Intracoastal Pointe Drive • Suite 310 • Jupiter, Florida 33477


Articles of Amendment

LAKE OF DEER CREEK CONDOMINIUM ASSOCIATION, INC.

DOCUMENT NUMBER: 758868

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By:   
Robin Preziosi, Vice President

By:   
Ellen Sanborn, Secretary

Name of Registered Agent:  
CHELLE KONYK, ESQ.  
KONYK & LEMME PLLC  
140 INTRACOASTAL POINTE DR.; STE 310; JUPITER FL 33477

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

  
CHELLE KONYK, ESQ.

This instrument prepared by:  
Chelle Konyk, Esquire  
Konyk & Lemme PLLC.  
140 INTRACOASTAL POINTE DR.  
STE 310  
JUPITER FL 33477  
(561) 935.6244

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
THE LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC.  
A Florida Corporation Not-For-Profit**

**I HEREBY CERTIFY** that the Amended and Restated Articles of Incorporation attached as Exhibit "E" to this Certificate were duly adopted as the Amended and Restated Articles of Incorporation of The Lakes of Deer Creek Condominium Association, Inc.. ("Articles"). The Amended and Restated Articles required the vote of the members and were approved by the members by written consent in lieu of a meeting pursuant to Florida Statute, Section 617.0701 and the Articles of Incorporation of The Lakes Of Deer Creek Condominium Association, Inc. The original Articles of Incorporation for The Lakes of Deer Creek Condominium Association, Inc. is recorded in Official Record Book 9769, at Page 123. et seq., of the Public Records of Broward County, Florida.

**DATED** this 11th day of February 2022

Signed in the presence of Witnesses as to Both;

Association:

The Lakes of Deer Creek Condominium  
Association, Inc. A Florida Corporation Not-For-  
Profit

By:

Signature of First Witness

JILLIAN HERBERT

Print Name of First Witness

By:

Robin Preziosi, Vice President

By:

Signature of Second Witness

Amanda Marie Brown

Print Name of Second Witness

By:

Ellen Sanborn, Secretary

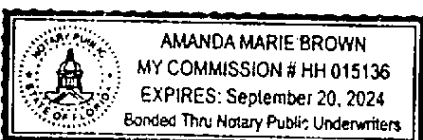
STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by [X] means of physical presence or [ ] online notarization this 11th day of February 2022 by Robin Preziosi as Vice President and Ellen Sanborn, as Secretary of The Lakes of Deer Creek Condominium Association, Inc., personally known to me, who executed the foregoing instrument. Both acknowledged to and before me that each executed such instrument with due and regular corporate authority and that said instrument is the free act and deed of the Association. They did not take an oath.

SEAL.

Amanda Marie Brown  
Notary Public, State of Florida at Large



AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF THE LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC.  
a Florida Corporation Not-for-Profit

The undersigned subscribers, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation is "The Lakes of Deer Creek Condominium Association, Inc.," a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION".

ARTICLE II - PURPOSE

The purposes for which the ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 and Chapter 718 of the Florida Statutes.
2. To operate one or more of the CONDOMINIUMS which may be established from time to time within the property legally described in Exhibit "A" attached hereto, pursuant to the Florida CONDOMINIUM ACT. The first CONDOMINIUM the ASSOCIATION will operate is THE LAKES OF DEER CREEK, A CONDOMINIUM. The DEVELOPER shall determine which other CONDOMINIUM(S) established within Exhibit "A" if any, will be operated by the ASSOCIATION, pursuant to the DECLARATION of any such other CONDOMINIUM.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

ARTICLE III - DEFINITIONS

The terms used in these ARTICLES and the BYLAWS shall have the same definitions and meanings as those set forth in the Declaration of Condominium of THE LAKES OF DEER CREEK, A CONDOMINIUM, and in the CONDOMINIUM ACT, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV - POWERS AND DUTIES

The ASSOCIATION shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, and the statutory powers set forth in the CONDOMINIUM ACT.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, a DECLARATION, either expressed or implied, and to take any action reasonably necessary or appropriate to operate a CONDOMINIUM pursuant to its DECLARATION, including, but not limited to, the following:
  - a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
  - b. To make and collect ASSESSMENTS against members of the ASSOCIATION to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.
3. To maintain, repair, replace, reconstruct, add to, and operate a CONDOMINIUM, and other property acquired or leased by the ASSOCIATION for use by its members.
4. To purchase insurance upon a CONDOMINIUM and insurance for the protection of the ASSOCIATION, its directors, officers and members, and such other parties as the ASSOCIATION may determine.

5. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the UNITS, COMMON ELEMENTS, recreational facilities, and other areas within a CONDOMINIUM or owned by the ASSOCIATION, and for the health, comfort, safety, welfare, and benefit of the ASSOCIATION'S members.
6. To approve or disapprove the sale, leasing, transfer, mortgaging, ownership and possession of UNITS as may be provided by an applicable DECLARATION.
7. To enforce by legal means the provisions of the CONDOMINIUM ACT, a DECLARATION, these ARTICLES, the BYLAWS, and the Rules and Regulations of the ASSOCIATION.
8. To contract for the management and maintenance of a CONDOMINIUM and to authorize a management agent or company (which may be an affiliate of the DEVELOPER) to assist the 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 the COMMON ELEMENTS with funds as shall be made available by the ASSOCIATION for such purposes, as well as exercising such other powers and rights delegated to it by the ASSOCIATION, which powers and rights are vested in the ASSOCIATION by virtue of a DECLARATION, these ARTICLES, the BYLAWS and the CONDOMINIUM ACT. The ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by a DECLARATION and the CONDOMINIUM ACT, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the ASSOCIATION.
9. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and for the proper operation of a CONDOMINIUM and/or to contract with others, for the performance of such obligations, services and/or duties.

#### ARTICLE V - MEMBERS

1. The members of the ASSOCIATION shall consist of all of the record owners of UNITS. Membership shall be established as to each UNIT upon the recording of a DECLARATION, or any amendment to a DECLARATION, submitting the property which includes the UNIT to the CONDOMINIUM FORM OF OWNERSHIP. Upon the transfer of ownership of fee title to, or fee interest in, a UNIT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the CONDOMINIUM is located of the deed or other instrument establishing the acquisition and designating the UNIT affected thereby, the new UNIT OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior UNIT OWNER as to the UNIT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the UNIT. Prior to the recording of any DECLARATION, the subscribers to these ARTICLES shall be the members of the ASSOCIATION.

2. The share of each member in the funds and assets of the ASSOCIATION, the COMMON ELEMENTS and the COMMON SURPLUS, and any membership in this ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the UNIT for which that membership is established.
3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each UNIT. In the event any UNIT is owned by more than one person and/or by an entity, the vote for such UNIT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one UNIT shall be entitled to one vote for each UNIT owned.
4. The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

#### ARTICLE VI - TERM OF EXISTENCE

The ASSOCIATION shall have perpetual existence.

#### ARTICLE VII - SUBSCRIBERS

The names and addresses of the subscribers to these ARTICLES are as follows:

DONALD KISSLAN 5950 Washington Street Room 209 Hollywood, FL 33022

GEORGE HERTEL 3000 University Drive Coral Springs, FL 33065

MARX BUTLER 5950 Washington Street Room 209 Hollywood, FL 33022

#### ARTICLE VIII - DIRECTORS

1. The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors who shall be members of the Association.
2. All of the duties and powers of the ASSOCIATION existing under the CONDOMINIUM ACT, a DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.
3. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS.
4. The names and addresses of the directors, who shall hold office until their successors are appointed or elected, are as follows:

#### ARTICLE IX - OFFICERS

The officers of the ASSOCIATION shall be a president, vice-president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the BOARD are as follows:

President – Robert Capozziello  
Vice-President – Robin Preziosi  
Secretary – Ellen Sanborn  
Treasurer – James McGeary

#### ARTICLE X - INDEMNIFICATION

1. The ASSOCIATION shall indemnify any person 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 (other than an action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent 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 in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he 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 had no reasonable cause to believe that his conduct was unlawful.
2. To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by approval of the members.
4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding as



authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized herein.

5. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.
6. The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this ARTICLE.

#### ARTICLE XI - BYLAWS

The BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DIRECTORS and/or members in the manner provided by the BYLAWS.

#### ARTICLE XII - AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

1. 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.
2. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the BOARD or by not less than one-third (1/3) of the members. Directors and members not present in person or by proxy at any meeting considering an amendment may express their approval in writing, provided that such written approval is delivered to the secretary or to a director prior to, or within thirty (30) days after, the meeting. Approval of an amendment must be by not less than a majority of the votes of the entire membership of the ASSOCIATION.
3. The Board may vote by written consent in lieu of a meeting pursuant to Section 617.0821, Florida Not For Profit Corporation Act and the members may vote by written consent in lieu of a meeting pursuant to Section 617.0701(4)(a) of the Florida Not For Profit Corporation Act, as either may be amended from time-to-time.
4. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the UNITS. No amendment shall be made that is in conflict with the CONDOMINIUM ACT or a DECLARATION.
5. No amendment to these ARTICLES shall be made which discriminates against any UNIT OWNER(S) or affects less than all of the UNIT OWNERS within a CONDOMINIUM, without the written approval of all of the UNIT OWNERS so discriminated against or affected. No amendment to these ARTICLES shall be made which would discriminate

against, or affect, the future rights of any UNIT OWNER in any CONDOMINIUM which may be constructed on any portion of the property described in Exhibit "A," without the written approval of the owner of the property on which the CONDOMINIUM(S) so discriminated against or affected may be constructed. No amendment shall be made deleting any portion of the property described in Exhibit "A" of these ARTICLES without the written approval of the owner of the property which is intended to be deleted.

6. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida statutes, and a copy certified by the Secretary of State shall be recorded in the public records of the county in which the CONDOMINIUM is located.

#### ARTICLE XIII

##### REGISTERED OFFICE ADDRESSES AND NAME OF REGISTERED AGENT

The registered office of the ASSOCIATION shall be at KONYK & LEMME PLLC, 140 Intracoastal Pointe Drive; Suite 310; Jupiter FL 33477 The initial registered agent of the ASSOCIATION at that address is Chelle Konyk, Esq.

IN WITNESS WHEREOF, We, being the Vice President and the Secretary of THE LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC. have hereunto set our hands this 11th day of February 2022

BY: *Robin Preziosi*  
Robin Preziosi, Vice President

BY: *Ellen Sanborn*  
Ellen Sanborn, Secretary

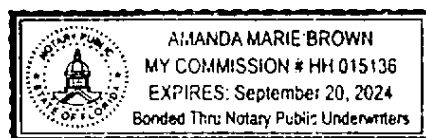
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by [X] means of physical presence or [ ] online notarization by Robin Preziosi, Vice President and Ellen Sanborn, Secretary, personally known to me who after being sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purpose therein expressed.

Witness my hand and official seal in Broward County Florida this 11th day of February 2022.

SEAL



*Amanda Marie Brown*  
Notary Signature

WITH CHELLE KONYK, ESQ. KONYK & LEMME PLLC AS REGISTERED AGENT,  
I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT

*Chelle Konyk*  
CHELLE KONYK, ESQ.

EXHIBIT "A"  
TO

ARTICLES OF INCORPORATION OF THE LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC.

Legal Description:

Parcels L-6, L-7, L-8, L-9, L-11, L-12, L-14, L-15, L-16, L-17, L-18, L-19, L-25, L-27, L-28, L-29 of THE LAKES OF DEER CREEK, according to the Plat thereof, recorded in Plat Book 108, Page 22, of the Public Records of Broward County, Florida.