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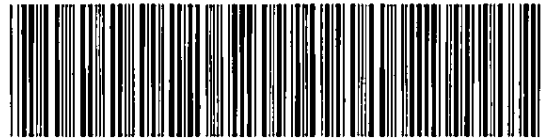
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March 8, 2023

Delivered Via USPS

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

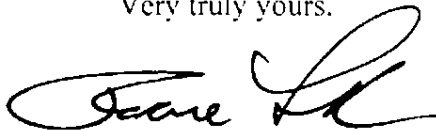
Re: Sandhill Preserve Property Owners Association, Inc.

Dear Clerk:

Enclosed please find Articles of Incorporation for filing with the State of Florida. Also enclosed is check number 00047 in the amount of Thirty-Five and 00/100 (\$35.00) Dollars for the filing fee.

Please file and return in the self-addressed postage paid envelope. Kindly contact the undersigned should you have any questions. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Rosanne M. Frank", with a stylized flourish at the end.

Rosanne M. Frank
Legal Assistant to Christopher I. Miller

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SANDHILL PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.**

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned Florida not for profit corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted:

Amended and Rested Articles adopted:
See attached Exhibit "A" for full text.

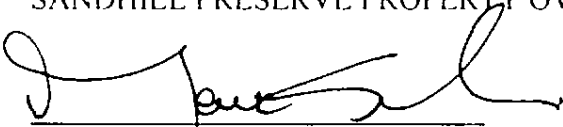
SECOND: The date of adoption of the amended and restated Articles was January 23, 2023.

THIRD: Adoption of amended and restated Articles (Check one):

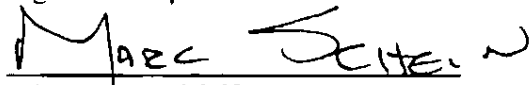
 X The amended and restated Articles were adopted by the members and the number of votes cast for the amendment was sufficient for approval.

 There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the Board of Directors.

SANDHILL PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.



Signature of Officer



Print Name of Officer

President

Title of Officer

2/24/23

Date

2023 MAR 10 PM 3:56
SECRETARY
TALLAHASSEE, FL

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SANDHILL PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions for **SANDHILL PRESERVE** ("Original Declaration") was recorded at Official Records Instrument Number 2013150951 of the Public Records of Sarasota County, Florida on November 6, 2013, and has been amended several times over the years; and

WHEREAS, the original Articles of Incorporation of **SANDHILL PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.** ("Association"), a corporation not for profit under Chapter 617, Florida Statutes and a homeowners association under Chapter 720, Florida Statutes, were filed with the Florida Department of State on June 6, 2013; and

WHEREAS, the Board of Directors ("Board") of the Association proposed and approved these substantial amendments to the Articles of Incorporation at a duly-noticed and convened Board meeting held on January 30, 2023 and

WHEREAS, these amendments to the Articles of Incorporation were approved by the affirmative approval of at least two-thirds (2/3) of the Voting Interests at a membership meeting held on January 23, 2023 pursuant to Article VIII (C) of the Articles of Incorporation; and

WHEREAS, the number of member and director votes cast in favor of these amendments were sufficient for approval under the governing documents and Florida law.

NOW, THEREFORE, SANDHILL PRESERVE PROPERTY OWNERS' ASSOCIATION, INC. does hereby adopt the following substantial amendments to its Articles of Incorporation:

ARTICLE I. NAME: The name of the corporation, herein called the "Association", is Sandhill Preserve Property Owners' Association, Inc., and its principal address is 11140 Sandhill Preserve Drive, Sarasota, FL 34238. The Association's Board of Directors may change the Association's principal office from time to time in the manner provided by law.

ARTICLE II. DEFINITIONS: The definitions set forth in the Declaration of Covenants, Conditions, and Restrictions for Sandhill Preserve and as defined in Section 720.301, Florida Statutes shall apply to terms used in these Articles.

ARTICLE III. PURPOSE AND POWERS:

3.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not-for-Profit Corporation Act and a homeowners association pursuant to Chapter 720, Florida Statutes (the "HOA Act" or "Homeowners Association Act"), as they may be amended from time to time, for the operation of a community to be known as "**Sandhill Preserve**", located in Sarasota County, Florida. The Association is organized and shall exist on a non-stock basis as a not-for-profit corporation under the laws of the State of Florida, and no portion of any of the Association's earnings shall be distributed or inure to the private benefit of any Member, Director or officer.

3.2 Powers. For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a not-for-profit corporation and of a homeowners association under the laws of the State of Florida, except as expressly limited or modified by the Governing Documents. The Association shall have all the

powers reasonably necessary to operate Sandhill Preserve pursuant to the Governing Documents as they may hereafter be amended, including, but not limited to the following:

(A) To make and collect Assessments, including special assessments, against the Members to defray the costs, expenses, and losses of the Association, and to use the funds in the exercise of its powers and duties.

(B) To insure, protect, maintain, repair, replace and operate all the Common Areas within the Sandhill Preserve.

(C) To purchase insurance for the protection of the Common Areas, the Association, and as deemed desirable by the Board of Directors.

(D) To repair and reconstruct improvements after casualty, and to make further improvements to the Common Areas.

(E) To make, amend and enforce reasonable Rules and Regulations governing Sandhill Preserve or any portions thereof, including, without limitation, the Common Areas, the Parcels and Units located within Sandhill Preserve, the administration of the Association, and as set forth in the Governing Documents.

(F) To approve or disapprove the sale, transfer, gift, leasing, and occupancy of Parcels as may be provided in the Governing Documents.

(G) To enforce provisions of the laws of the State of Florida that are applicable to Sandhill Preserve and the Governing Documents.

(H) To contract for the management and maintenance of Sandhill Preserve, and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, and to delegate any powers and duties of the Association in connection therewith except those specifically required by law or by the Governing Documents to be exercised by the Association's Board of Directors or the Members.

(I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of Sandhill Preserve.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, terminate, modify, or move any easement.

(L) To acquire, own, convey, accept, sell, transfer, maintain, repair, replace, improve, mortgage, encumber, lease, rent, operate and dispose of any real and personal property.

(M) To sue and be sued.

(N) To maintain and operate the Stormwater Management System, as specifically described in the Declaration.

(O) The authority, but not the legal duty or obligation, to enter into litigation where necessary to protect the rights of the Association and to negotiate and settle such litigation, disagreements, and disputes.

(P) To make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

(Q) To place liens against any Parcel subject to Assessment for delinquent and unpaid Assessments, late fees, interest, costs, attorney's fees and/or other charges and to bring suit for the foreclosure of such liens, seek money judgments, or to otherwise enforce the collection of such amounts for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

(R) To delegate such of the powers of the Association to independent contractors, committees, management companies, managers, officers, assistant officers, and to other agents and representatives as may be deemed to be in the Association's best interest by the Board of Directors.

(S) To create, appoint, terminate, modify, and disband committees as the Board deems necessary and appropriate.

(T) To do such other things and exercise such additional powers as may be reasonably necessary in order to perform the duties and to exercise the powers provided for the Association by Florida law, or in the Declaration, Articles of Incorporation, and Bylaws.

(U) **Emergency Powers.** Consistent with the provisions of Sections 617.0830 and 720.316, Florida Statutes, the Board of Directors, in response to an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes in the locale in which Sandhill Preserve is located, may, but is not required to, exercise the following powers:

1. Conduct board meetings and membership meetings with notice given as is reasonable and practicable under the circumstances of the emergency. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, public service announcements, and conspicuous posting on the subdivision property or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this paragraph. The Directors in attendance at such a Board meeting (if more than one (1) Director) shall constitute a quorum.

2. The President, Vice President or a Majority of the Board may cancel and reschedule any Association meeting.

3. The Board may hold Board, committee, and membership meetings via videoconferencing, online or via telephone without a physical meeting location if Owners are provided a reasonable opportunity to participate and speak at such meetings.

4. Name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

5. Relocate the Association's principal office or designate alternative principal offices. The Board of Directors may relocate the principal office or designate alternative principal offices or authorize any officer to do so.

6. Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

7. Implement a disaster plan before or immediately following the event for which a state of emergency is declared.

8. Based upon advice of emergency management officials, Department of Health or other health officials, or upon the advice of licensed professionals retained by the Board, determine any portion of the Common Areas unavailable for use, entry or occupancy by Owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

9. The Board of Directors shall also exercise any and all powers authorized by Sections 617.0207 and 617.303, Florida Statutes, as amended from time to time.

10. Corporate action taken in good faith to meet the emergency needs of the Association, its Owners or residents shall be binding on the Association and shall have the rebuttable presumption of being reasonable and necessary.

11. The special powers authorized under this subsection shall be limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Owners and the Owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs.

3.3 Funds and Title to Property. All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents.

3.4 Transfer of Responsibility Upon Termination. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Common Area and other property, the Association is obligated to maintain pursuant to the Governing Documents, including any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

Notwithstanding the foregoing, prior to the termination, dissolution or final liquidation of the Association, the Stormwater Management System, real property containing the Stormwater Management System and water management portions of the Common Area will be conveyed to an agency of local government determined to be acceptable to the Southwest Florida Water Management District. If the agency of local government refuses to accept the conveyance, the Stormwater Management System, real property containing the Stormwater Management System and water management portions of the Common Area will be dedicated to and accepted by an entity that is acceptable to the Southwest Florida Water Management District.

ARTICLE IV. MEMBERSHIP:

4.1 Members. The Members shall be the record owners of a fee simple interest in one or more Parcels. An Owner of a Parcel shall automatically become a Member upon acquisition of the fee simple title to their respective Parcel.

4.2 Change of Membership. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Parcel for purposes of determining voting and use rights. Membership shall become effective upon the last to occur of the following: (A) recording a deed or other instrument evidencing legal title to the Parcel in the Public Records of Sarasota County, Florida; (B) delivery to the Association of a copy of the recorded deed or other instrument evidencing title, or (C) delivery to the Association, if required, of a written

designation of the Primary Occupants. The failure to comply with the prerequisites set forth in (B) and (C) above shall not release the Member from the obligation to comply with the Governing Documents but shall otherwise preclude such Member from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

4.3 Share of Funds and Assets. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

4.4 Voting Rights. Subject to the restrictions and limitations set forth in the Governing Documents and Florida law, each Parcel represents a Voting Interest. Each Voting Interest is entitled to one (1) vote in respect to all matters subject to being voted upon by the Members of the Association for each Parcel owned. Each Member shall cast his or her vote in the manner provided in the Bylaws and Florida law. Voting rights may be suspended in the manner provided in the Bylaws and Chapter 720, Florida Statutes.

ARTICLE V. TERM: The term of the Association shall be perpetual.

ARTICLE VI. BYLAWS: The Association's Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII. DIRECTORS AND OFFICERS:

7.1 Operation. The affairs, operation, and administration of the Association shall be by the Board of Directors consisting of the number of Directors determined by the Association's Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

7.2 Election and Removal of Directors. The Board of Directors shall be elected by the Members at the annual membership meeting in the manner determined by the Association's Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association's Bylaws.

7.3 Election and Removal of Officers. The business of the Association shall be conducted by the officers designated in the Association's Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members, and they shall serve at the pleasure of the Board of Directors.

ARTICLE VIII. AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

8.1 Proposal. Amendments to these Articles may be proposed by the Board of Directors or by a written petition to the Board of Directors, signed by at least one-fourth (1/4) of the Voting Interests.

8.2 Notice and Procedure. Notice of the subject matter of the proposed amendment shall be included in or with the notice of any membership meeting at which such proposed amendment is to be considered. Upon any amendment to these Articles being proposed by said Board of Directors or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

8.3 Vote Required. A proposed amendment shall be adopted if it is approved by at least a majority of the Voting Interests present and voting, in person or by proxy, at any annual or special membership meeting at which a quorum of no less than one-third (1/3rd) of the entire Voting Interests (101 voting interests) of the Association are present.

8.4 Amendments to Make Consistent with the Law and Rules. As an exception to the foregoing, whenever Chapters 607, 617 or 720, Florida Statutes, or other applicable Florida or Federal laws or administrative regulations are subsequently amended so that these Articles of Incorporation are inconsistent with the applicable law or administrative rules, the Board of Directors, without a vote of the Members, may, but shall not be under a duty or obligation to, adopt by Majority vote of the Board, amendments to these Articles of Incorporation to make them consistent.

8.5 Amendment by Reference to Title. No Article shall be revised or amended by reference to its title or number only. Proposals to amend existing Articles of Incorporation shall contain the full text of the Articles to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: *"Substantial re-wording of Article. See Article ____ for present text."* Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

8.6 Effective Date. An amendment shall become effective upon filing Articles of Amendment with the Florida Department of State, Division of Corporation and recording a Certificate of Amendment, along with the amendment, in the Public Records of Sarasota County, Florida.

ARTICLE IX. INDEMNITY.

9.1 Indemnification. 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 proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer or committee member of the Association, against expenses (including trial 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 proceedings, unless: (A) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor 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, and (B) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings 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 did not 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 Members, 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.

9.2 Expenses. 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 herein, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including trial and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

9.3 Advances. 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 proceedings upon receipt of any undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized herein or as otherwise permitted by law.

9.4 Miscellaneous. The indemnification provided herein 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. Anything to the contrary notwithstanding, the provisions of this Article may not be amended without the written approval of all persons whose interests would be adversely affected by such amendment.

9.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE X. ORIGINAL INCORPORATOR: The name and address of the original Incorporator is Scott Brooks, c/o DiVosta Homes, L.P., 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

ARTICLE XI. REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is: the President of Sandhill Preserve Property Owners' Association at 11140 Sandhill Preserve Drive, Sarasota, Florida 34238. The Association's Board of Directors may change the Association's registered agent and registered office as provided by law.

ARTICLE XII. MISCELLANEOUS:

12.1 Interpretation. The Board of Directors is responsible for interpreting the provisions of the Articles of Incorporation. Such interpretation shall be binding upon all parties unless wholly unreasonable.

12.2 Conflicts. The term "Governing Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration, Articles of Incorporation, Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict in any of the Governing Documents, the documents shall control in the following order: the Declaration, Articles of Incorporation, Bylaws, and then the Rules and Regulations.

12.3 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.4 Severability. In the event that any provisions of these Articles of Incorporation are deemed invalid, the remaining provisions shall be deemed in full force and effect.

12.5 Headings. The headings of paragraphs or sections herein are for convenience purposes only and shall not be used to alter or interpret the provisions therein.

CERTIFICATE

These amendments to the Articles of Incorporation of **SANDHILL PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.** were properly proposed and then duly adopted by the required votes at the January 23, 2023 membership meeting and the January 30, 2023 meeting of the Board of Directors.

IN WITNESS WHEREOF, the undersigned officers of the Association have caused these amendments to the Articles of Incorporation to be executed on this 30th day of January 2023.

SANDHILL PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.
A Florida Not For Profit Corporation

Sign: _____

Marc Schein, As its President

Attest: _____

Mary Jenkins, As its Secretary