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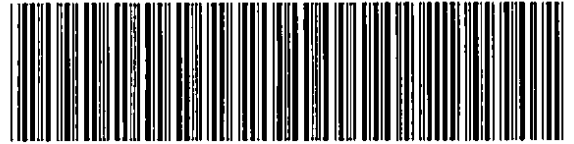
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DANIEL J. LOBECK*
MARK A. HANSON*
MICHELLE A. ROWE
LEAH E. ELLINGTON*

THE LAW OFFICES OF
LOBECK & HANSON

PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
HOMEOWNERS
ASSOCIATIONS

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CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
LAND USE LAW
TRUSTS AND ESTATES

April 26, 2023

* FLA. BOARD CERTIFIED SPECIALIST IN CONDOMINIUM
AND PLANNED DEVELOPMENT LAW

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

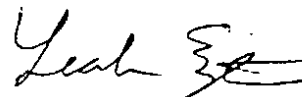
Re: Certificate of Amendment
Arbor Lakes on Palmer Ranch Homeowners Association, Inc.

Dear Sir or Madam:

Please find enclosed an original Certificate of Amendment and attached Amendment to the Articles of Incorporation for the above-referenced corporation and a check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Sincerely,



Leah E. Ellington

LEE/jf
Enclosure

2023 MAY -1 PM 1:51
SECRETARY
TALLAHASSEE

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ARBOR LAKES ON PALMER RANCH HOMEOWNERS ASSOCIATION, INC.

These are the Articles of Incorporation of Arbor Lakes on Palmer Ranch Homeowners Association, Inc., a not for profit corporation under Chapter 617 of the Florida Statutes.

ARTICLE I. NAME OF CORPORATION

The name of this corporation is Arbor Lakes on Palmer Ranch Homeowners Association, Inc. (herein "the Association").

ARTICLE II. PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and place of business of the Association is c/o Lighthouse Property Management, 16 Church Street, Osprey, FL 34229. The mailing address of the Association is c/o Lighthouse Property Management, 16 Church Street, Osprey, FL 34229. The Association Board of Directors (herein "the Board") may change the location of the principal office and mailing address of the Association from time to time.

ARTICLE III. DURATION

The Association shall have perpetual existence unless and until dissolved as provided by law or as otherwise provided herein.

ARTICLE IV. DEFINITIONS

Unless otherwise provided herein to the contrary, all terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions and Restrictions for Arbor Lakes on Palmer Ranch recorded in the Public Records of Sarasota County, Florida, as such Declaration may be amended from time to time (herein "the Declaration").

ARTICLE V. PURPOSE

The Association is organized to operate as a corporation not for profit pursuant to Chapter 617 of the Florida Statutes, as amended from time to time, and to administer and carry out the terms and provisions of the Declaration and its Exhibits.

ARTICLE VI. POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit

B. The Association shall have all of the powers granted to the Association in the Arbor Lakes on Palmer Ranch Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Arbor Lakes on Palmer Ranch Documents.
2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Association Property.
3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Community Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.
4. To own, maintain, repair, replace, operate and convey the Association Property in accordance with the Arbor Lakes on Palmer Ranch Documents and to operate, maintain, and manage the Surface Water and Storm Water Management System in a manner consistent with the requirements of SWFWMD Permit (as defined in the Declaration) and applicable rules; to assist in the enforcement of the Declaration's provisions relating to the Surface Water and Storm Water Management System; and to levy and collect adequate Assessments against Owners for the cost of maintenance and operation of the Surface Water and Storm Water Management System.
5. To enforce by legal means the obligations of the Members and the provisions of the Arbor Lakes on Palmer Ranch Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, financing, insuring, repairing, replacing and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional management certain powers and duties of the Association.

7. To enter into the Declaration and any Amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Arbor Lakes on Palmer Ranch in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations and enforcement which will enhance the quality of life at Arbor Lakes on Palmer Ranch.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Association Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of seventy-five percent (75%) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Arbor Lakes on Palmer Ranch Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Arbor Lakes on Palmer Ranch Documents;
- (d) the enforcement of Association rules;
- (e) the enforcement of a contract entered into by the Association with vendors providing services to the Association;

(f) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

(g) filing a compulsory counterclaim.

The costs of any legal proceedings initiated by the Association, which are not included in the above exceptions shall be financed by the Association only with monies that are collected for that purpose by Special Assessment(s) and the Association shall not borrow money, use reserve funds, or use monies collected for other Association obligations.

ARTICLE VII. MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Each and every Owner shall be a Member and exercise all of the rights and privileges of a Member.

B. Membership in the Association shall be established by the acquisition of ownership of fee simple title to a Home as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Home is acquired by conveyance by means of sale, gift, inheritance, devise, judicial decree or otherwise, the Person, Persons or entity thereby acquiring such Home shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

C. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Home.

D. Any Member who conveys or loses title to a Home by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Home and shall lose all rights and privileges of a Member resulting from ownership of such Home.

E. There shall be only one (1) vote for each Home. If there is more than one Member with respect to a Home as a result of the fee interest in such Home being held by more than one Person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Home owned by more than one natural Person or by a corporation or other legal entity shall be cast by the Person named in a certificate signed by all of the Owners of the Home, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Owner"), and filed with the Secretary of the Association, and such certificate shall be

valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Home shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Home is owned by a married couple they may, but shall not be required to, designate a Voting Owner. In the event a certificate designating a Voting Owner is not filed by the married couple, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Home owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.
2. When only one (1) spouse is present at a meeting, the Person present may cast the Home vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.
3. When neither spouse is present, the Person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Home vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

F. A quorum shall consist of Persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VIII. BOARD OF DIRECTORS

A. The number of Directors on the Board of Directors shall be an odd number of no less than five (5) and no more than seven (7), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Directors must be Members or the parents, children or spouses or shareholders, Members, officers or directors of Members. There shall be only one (1) vote for each Director.

B. All Directors shall serve for a term of two (2) years. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of

Directors whose terms expire in any given year, with one (1) or two (2) year terms implemented as needed.

C. The method of election and removal of Directors and filling of vacancies between elections shall be as set forth in the Bylaws and the pertinent statutes.

ARTICLE IX. INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him or her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he or she becomes involved by reason of his/her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such Person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article IX shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he or she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article IX shall not apply. The foregoing right of indemnification provided in this Article IX shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE X. REGISTERED AGENT

The street address of the registered office of the Association is 2033 Main Street, Suite 403, Sarasota, FL 34237, and the name of the registered agent at that address is Lobeck & Hanson, P.A. The Board may change the Association's registered office and registered agent from time to time as permitted by law.

ARTICLE XI. BYLAWS

The Association Bylaws may be amended in the manner provided by the Bylaws.

ARTICLE XII. AMENDMENTS

These Articles may be amended in the following manner:

12.1 The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed Amendments may be submitted to the Members and voted upon by them at one (1) meeting.

12.2 Written notice which includes the text of the proposed amendment shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members.

12.3 At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the number of Members in the Association.

12.3 An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all Members of the Board setting forth their intention that an amendment to the Articles be adopted.

12.4 Notwithstanding any provisions of this Article XII to the contrary, these Articles shall not be amended in any manner which shall abridge, prejudice, amend or alter the rights of any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

12.5 After adoption of an amendment, such amendment shall be recorded in the Public Records of the County in order to become effective.

Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION

ARBOR LAKES ON PALMER RANCH HOMEOWNERS ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation for Arbor Lakes on Palmer Ranch Homeowners Association, Inc. (which Declaration is originally recorded at Official Records Book 1894, Page 2467 et seq. of the Public Records of Sarasota County, Florida) were approved and adopted at the Annual Meeting of the Association Membership held on February 13, 2023, by the affirmative vote of a majority of the number of Members in the Association, together with the approval of the majority of the Board, which is sufficient for adoption pursuant to Article XIII of the Articles of Incorporation.

DATED this 19th day of April, 2023.

Signed, sealed and delivered
in the presence of:

sign: [Signature]
print: Jessica Newman
sign: [Signature]
print: MARK ROSNER

ARBOR LAKES ON PALMER RANCH
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Daniel Corey, President

Signed, sealed and delivered
in the presence of:

sign: [Signature]
print: Jessica Newman
sign: [Signature]
print: MARK ROSNER

Attest: [Signature]
Matthew Newman, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 19th day of April, 2023, by Daniel Corey, as President of Arbor Lakes on Palmer Ranch Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

Paula Santini

print

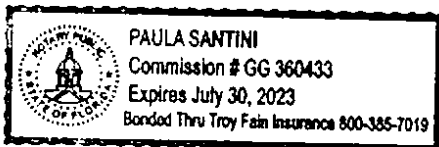
PAULA SANTINI

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 19th day of April, 2023, by Matthew Newman, as Secretary of Arbor Lakes on Palmer Ranch Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

Paula Santini

print

PAULA SANTINI

State of Florida at Large (Seal)

My Commission expires: