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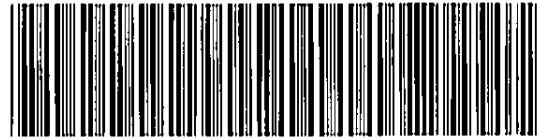
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*Amended &
Restated Articles*

2023 MAY 10 AM 10:44
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A. RAMSEY
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MAY 11 2023

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 730556 8338537

AUTHORIZATION : 

COST LIMIT : \$ 43.75

ORDER DATE : May 9, 2023

ORDER TIME : 9:22 AM

ORDER NO. : 730556-005

CUSTOMER NO: 8338537

DOMESTIC AMENDMENT FILING

NAME: OVERLOOK HAVEN PROPERTY OWNERS
ASSOCIATION, INC.

EFFECTIVE DATE:

____ ARTICLES OF AMENDMENT
XX ____ RESTATED ARTICLES OF INCORPORATION

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2023 MAY 10 AM 10:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
OVERLOOK HAVEN PROPERTY OWNERS ASSOCIATION, INC.
(a corporation not-for-profit)
Document No. N21000009495**

WHEREAS, the Articles of Incorporation for Overlook Haven Property Owners Association, Inc., a Florida not-for-profit corporation (the “Association”), were filed with the Florida Secretary of State on August 3, 2021 (the “Original Articles”);

WHEREAS, the Association does hereby wish to amend and restate its Original Articles in their entirety as hereinafter set forth and as approved by the board of directors and members of the Association;

WHEREAS, on May 9, 2023, these Amended and Restated Articles of Incorporation were approved by unanimous joint written consent of the board of directors and members of the Association, which consent is sufficient for approval of same;

WHEREAS, these Amended and Restated Articles of Incorporation shall supersede and replace the Original Articles in their entirety; and

NOW, THEREFORE, the Articles of Incorporation are hereby amended and restated as follows:

ARTICLE I
Name

The name of this corporation is Overlook Haven Property Owners Association, Inc. (the “Association”).

ARTICLE II
Office, Mailing Address, Registered Office, and Registered Agent

Section 1. **Office and Mailing Address.** The street address of the principal office and the mailing address of the Association is c/o Fore Property Company, 1741 Village Center Circle, Las Vegas, Nevada 89134, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors of the Association (the “Board”).

Section 2. **Registered Agent and Registered Office.** Christopher L. New is the registered agent of the Association and his address for such purposes is c/o Fore Property Company, 2940 Maguire Road, Suite 500, Ocoee, Florida 34761. Both the Association’s registered office and registered agent may be changed from time to time as provided by law.

ARTICLE III
Purpose and Powers of the Association

Section 1. Purpose. The Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which the Association is formed are to operate as a Not-for-Profit corporation pursuant to Chapter 617, Florida Statutes, to be and constitute the Association to which reference is made in the Declaration (as defined herein), and to promote the health, safety, and general welfare of the owners of the lands which are described in, and made subject to, the provisions of that certain Amended and Restated Declaration of Covenants, Restrictions and Easements to be recorded in the public records of Orange County, Florida, as amended from time to time (the "**Declaration**") and the real property subjected to the terms and conditions of the Declaration and any additions to such lands as hereafter may be brought within the Association's jurisdiction in the manner provided in the Declaration and these Articles of Incorporation (the "**Association Property**").

The Association's purposes further include, without limitation, provision for the preservation, operation, and maintenance of certain shared common areas and wetlands as further described in the Declaration and any other property that may be designated as subject to the Declaration, as provided in or may be provided in the Declaration from time to time.

Section 2. Powers. The Association shall have and exercise all of the powers and privileges and shall perform all of the duties and obligations of the Association as reasonably necessary to implement the purposes of the Association as conferred by law and as set forth in the Declaration, including, without limitation:

(a) Declaration Powers: Exercise all rights, powers, and privileges, and perform all duties of the Association from time to time set forth in the Declaration, including the right to enforce all of the provisions of the Declaration pertaining to the Association in its own name, these Articles of Incorporation, the Bylaws of the Association, and all rules and regulations governing the use of the Association Property, which may hereafter be established, and to own and convey property.

(b) Assessments: To adopt budgets and levy, collect, and enforce by any lawful procedure, all charges or assessments established by, or pursuant to, the Declaration. The Association shall levy and collect adequate assessments against members of the Association consistent with the purposes provided in the Declaration, including, without limitation, for the costs of the preservation, operation, and maintenance of the Association Property.

(c) Costs: Use the proceeds collected from assessments in the exercise of the Association's power and duties, including, without limitation, to pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs, including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association's property.

(d) Maintenance: To operate, maintain, preserve, and manage all of the Association Property, including, but not limited to, the stormwater management system and

all associated facilities in a manner consistent with the applicable South Florida Water Management District (the "**District**") permits and permit requirements and applicable District rules, assist in the enforcement of the sections of the Declaration which relate to the surface water or stormwater management system, and fulfill any reporting requirements relating thereto.

(c) Insurance: Purchase insurance upon the Association Property and insurance or fidelity bonds for the protection of the Association, its officers, directors, and members and any other person responsible for the handling of Association funds.

(f) Easements: Grant permits, licenses, and easements over the Association Property for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Association Property. Such permits, licenses, or easements may be granted by the Board and shall not constitute a dedication, sale, or transfer of any portion of the Association Property.

(g) Regulations: From time to time adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Association Property consistent with the rights and duties established by the Declaration.

(h) Contract: Contract with others for the performance of the Association's operation, management, and maintenance responsibilities under the Declaration and for the furnishing of services or materials for the benefit of the Association Property in the manner provided in the Declaration. To enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with, any other association, corporation, or other entity or agency, whether public or private.

(i) General: Have and exercise all rights, powers, and privileges that a non-profit corporation, including, without limitation, those powers specifically set forth in Section 617.0302, Florida Statutes, or a commercial property owner's association may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, these Articles of Incorporation, the Bylaws of the Association, or reasonably necessary, convenient, or desirable to exercise of any right, power, or privilege so granted.

(j) Litigation. To sue and be sued.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or hereafter be permitted by law; the powers specified in each of the paragraphs of this Section 2 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of this Section 2.

Section 3. Compensation. The Association shall make no distributions of income to its members, directors, or officers. The Association may, however, reimburse its members for actual

expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its members for actual services rendered to the Association.

Section 4. Limitations. Notwithstanding any statement made herein to the contrary, including Article IV, Section 3(b) regarding Deadlock Voting Rights (as defined herein), for so long as Overlook Apartments Owner, LLC, or its affiliates (“**Overlook**”), owns or controls Lot 1 (as defined in the Declaration), or The Haven at Lake Britt Apartments, LLC, or its affiliates (“**Haven**”), owns or controls Lot 2 (as defined in the Declaration), no decision, action, policy, or program of the Association, Board, or the members may be adopted, made, or implemented unless the decision, action, policy, or program is first consented to in writing by Overlook, if it still owns or controls Lot 1, and Haven if it still owns or controls Lot 2. Additionally, notwithstanding any statement made herein to the contrary, including Article IV, Section 3(b) regarding Deadlock Voting Rights, while Haven owns or controls Lot 2, the Association and Lot 1 Owner (as defined in the Declaration) shall not take any action that is discriminatory, or results in a material adverse effect, to Lot 2.

ARTICLE IV **Membership**

Section 1. Generally. Every entity or individual who, from time to time, holds the record fee simple title, or any undivided fee simple interest of record, to any portion of lot 1 and/or lot 2 as described in the Declaration (a “Lot”), is a member of this Association, including contract sellers, but excluding all persons who hold any interest in any Lot merely as security for the performance of an obligation. Membership is appurtenant to, and may not be separated from, ownership of at least one (1) Lot. Membership may not be transferred except by transfer of record title to such Lot. If a Lot is owned by more than one (1) person, all co-owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions set forth in the Bylaws of the Association and in the Declaration, and all such co-owners shall be jointly and severally obligated to perform the responsibilities of members.

Section 2. Classification. This Association shall have one class of voting membership. Each member shall have an equal voting interest in the Association.

Section 3. Voting.

(a) The membership rights and privileges of a member who is a natural person may be exercised by the member or the member's spouse. The membership rights of a member which is not a natural person may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by member in a written instrument provided to the Secretary of the Association. If more than one person or entity owns a record fee simple interest in any Lot, all such persons or entities are members, although there is only one (1) vote for such Lot and no fractional votes are permitted. The vote may be exercised as such members determine among themselves, but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner member must file the name of the authorized voting co-owner member with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owner members have filed a general voting authority with the Secretary applicable to all votes until it is rescinded.

(b) Subject to the Declaration, Article III, Section 4 above, and Article XII herein, in the event of a deadlock, the Lot 1 Owner shall be entitled to cast the deciding vote (the "**Deadlock Voting Rights**").

Section 4. Transfer of Membership. The transfer of the membership of any member shall be established by the recording in the Public Records of Orange County, Florida, of a deed or other instrument transferring title to a Lot. Upon the recordation of such deed or other instrument, the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the recorded deed or other instrument transferring title of the Lot. It shall be the responsibility and obligation of the former and new owners of the Lot to provide a copy to the Association of such deed or other instrument. The interest of a member in the funds, liabilities, and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot owned by such member.

ARTICLE V **Board of Directors**

Section 1. Number and Term. The Association's affairs shall be managed by a Board of Directors initially composed of three (3) Directors, who need not be an Association member, and who shall be appointed as provided in the Bylaws of the Association. The term of office for all Directors is one (1) year, and any Director may succeed himself in office. The number of directors may be changed as provided in the Bylaws or by amendment of the Bylaws.

Section 2. Current Directors. The names and addresses of the current members of the Board are:

Name and Address

James P. Sullivan
600 New Hampshire Ave. NW
Suite 650
Washington, DC 20037

Christopher L. New
2940 Maguire Road
Suite 500
Ocoee, Florida 34761

Ellen Richwine
1741 Village Center Circle
Las Vegas, Nevada 89134

ARTICLE VI
Officers

Subject to the direction of the Board, the affairs of the Association shall be administered by the officers designated in the Bylaws of the Association. The initial officers shall be elected by the Board at its first meeting and thereafter at its annual meeting, and officers shall serve without compensation and at the pleasure of the Board. The names and addresses of the current officers are as follows.

<u>Name and Address</u>	<u>Office</u>
James P. Sullivan 600 New Hampshire Ave, NW Suite 650 Washington, DC 20037	Chairman and President
Christopher L. New 2940 Maguire Road Suite 500 Ocoee, Florida 34761	Vice President and Secretary
Ellen Richwine 1741 Village Center Circle Las Vegas, Nevada 89134	Treasurer

ARTICLE VII
Bylaws

The initial Bylaws of the Association will be adopted by the Board at its first meeting. Thereafter, the Bylaws may be amended or rescinded as provided therein.

ARTICLE VIII
Duration and Dissolution

Section 1. Duration. The Association shall exist perpetually, unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which the Original Articles were filed with Secretary of State of the State of Florida.

Section 2. Dissolution. The Association may be dissolved by the unanimous approval of the members present in person or by proxy at a duly constituted meeting of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to the appropriate government authorities to be used for purposes similar to those for which this Association was created, or for the general welfare of the residents of the city in which the Association Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation,

association, trust, or other organization to be devoted to similar purposes. Any portion of the Association Property which is maintained by the Association pursuant to permits issued by the District must be conveyed to an entity approved by the District, if required by its permits.

ARTICLE IX **Indemnification**

This Association shall indemnify any and all of its Board members, officers, committee members, employees or agents as permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and attorneys' and paralegals' fees and costs actually and necessarily paid or incurred in connection with any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a Board member, officer, committee member, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled pursuant to the Declaration or as a matter of law or which he may be lawfully granted.

ARTICLE X **Amendments**

The Association shall have the right to amend or repeal any of the provisions contained in these Articles of Incorporation or any amendments hereto, provided, however, that any such amendment shall be approved by the unanimous approval of the members present in person or by proxy at a duly constituted meeting of the Association or by written consent in lieu of a meeting. Any amendments to these Articles of Incorporation which affect the rights of the District, shall be subject to the approval of the District, if required by its permits. Amendments to these Articles of Incorporation need only be filed with the Secretary of State and do not need to be recorded in the public records of the Orange County, Florida.

Notwithstanding any statement made herein to the contrary, including Article IV, Section 3(b) regarding Deadlock Voting Rights, for so long as Overlook owns or controls Lot 1 or Haven owns or controls Lot 2, no amendment to these Articles of Incorporation may be adopted, made, or implemented unless the amendment is first consented to in writing by Overlook, if it still owns or controls Lot 1, and Haven if it still owns or controls Lot 2. Additionally, the prior written approval of all Notice Mortgagees (as defined in the Declaration) is required for any material amendment to these Articles of Incorporation as provided in the Declaration.

ARTICLE XI **Incorporator**

The name and address of the original incorporator of the Association was:

Christopher L. New
2940 Maguire Road, Suite 500
Ocoee, Florida 34761

ARTICLE XII

Arbitration

Any claim or dispute of whatever kind or nature arising out of or relating to any provision of these Articles of Incorporation, or which arguably could have arisen under these Articles of Incorporation, and any legal or equitable claim, in tort, in contract, at common law, under local, state, or federal statute and/or alleging violation of any legal obligation between the Association and the Owners (as defined in the Declaration) or among the Owners or any of their respective past or present heirs, personal representatives, mortgagees, successors, and assigns, may be resolved, as the sole remedy for the resolution of such claim or dispute, by arbitration pursuant to the Florida Arbitration Code ("**FAC**").

For so long as Overlook owns or controls Lot 1 or Haven owns or controls Lot 2, the arbitration shall be held at the offices of Nelson Mullins Riley & Scarborough LLP, 390 N. Orange Avenue, Suite 1400, Orlando, Florida 32801; otherwise, the arbitration shall be held at such other location in Orange County, Florida as may be selected by the party initiating the arbitration, and except as provided herein, shall be conducted in accordance with the applicable rules and procedures established by the American Arbitration Association ("**AAA**") then in effect. Only a practicing lawyer admitted to the Florida Bar may serve as an arbitrator (the "**Arbitrator**"). A panel of five (5) arbitrators shall be requested from the AAA meeting the foregoing qualification, and that from the list of five (5) arbitrators, the parties to the arbitration will strike a name, serially, until one name remains, and that individual will arbitrate the matter at issue. In the event a party to the arbitration is dissatisfied with the original list of five (5) arbitrators submitted by the AAA, then, the dissatisfied party may request another panel of five (5) arbitrators. In order to request another panel, the party seeking a new panel must give written notice to the other party within ten (10) days of receipt of the original proposed panel of arbitrators. If a second panel is requested by either party, both parties are bound to select the arbitrator from this second panel, in the same manner as set forth above, with each party striking one's name, serially, the last remaining name to serve as the arbitrator. The expenses of arbitration (other than attorneys' fees) shall be shared equally by the parties to the arbitration. Each side to the claim or dispute shall pay its own attorneys' fees. Any result reached by the Arbitrator shall be final and binding on all parties to the arbitration, and no appeal may be taken. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered thereupon by any court having jurisdiction. The FAC shall govern any action to compel, enforce, vacate, or confirm proceedings, awards, orders of the Arbitrator, or settlements under this provision.

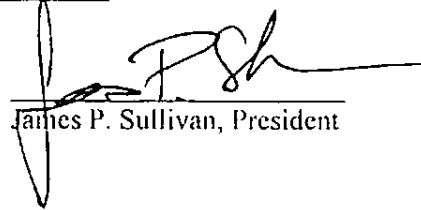
Notwithstanding the above, it is agreed that this arbitration provision does not apply to claims by a party for injunctive or equitable relief.

Other than as expressly set forth herein, the substantive legal rights, remedies, and defenses of the parties are preserved. The law of the State of Florida, and/or other state or federal law, as applicable, shall govern the dispute. In the case of arbitration, the Arbitrator shall have the authority to apply the applicable law and to order any and all relief, legal or equitable, which a party could obtain from a court of competent jurisdiction on the basis of the claims asserted. Other than expressly provided herein, these Articles of Incorporation shall not be construed to grant additional

substantive legal or contractual rights, remedies, or defenses which would not be applied by a court of competent jurisdiction in the absence of this provision.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 9th day of May, 2023.



James P. Sullivan, President

**CERTIFICATE OF ACCEPTANCE OF APPOINTMENT AS
REGISTERED AGENT**

The undersigned having been named as registered agent in the Amended and Restated Articles of Incorporation of Overlook Haven Property Owners Association, Inc., a Florida not-for-profit corporation, and being familiar with the obligations of the registered agent, hereby accepts and agrees to act in this capacity.

A handwritten signature in black ink, appearing to read 'CL New', written over a horizontal line.

Christopher L. New