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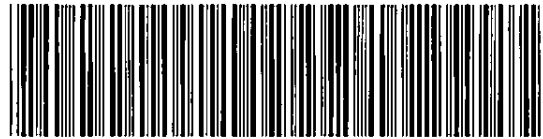
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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: AQUA RESERVE ASSOCIATION, INC.

DOCUMENT NUMBER: N23000003147

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

ROBERT TANKEL

(Name of Contact Person)

TANKEL LAW GROUP

(Firm/ Company)

1022 MAIN ST. STE D

(Address)

DUNEDIN FL 34698

(City/ State and Zip Code)

BOB@TANKELAWGROUP.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

ROBERT TANKEL

727

736-2309

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee & Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) | <input type="checkbox"/> \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is Enclosed) |
|--|--|---|--|

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**AMENDED ARTICLES OF INCORPORATION
OF
AQUA RESERVE ASSOCIATION, INC.**

The following amendments to the Articles of Incorporation of Aqua Reserve Association are hereby adopted by the corporation as stated in the Articles of Amendment filed with the Florida Department of State.

Article III

The specific purpose for which this corporation is organized is:

All lawful powers to operate the Aqua Reserve community as described in the Declaration of Covenants, Conditions, Restrictions, and Easements thereof.

Article IV

How directors are elected or appointed is:
As provided for in the Bylaws.

**ARTICLE VIII
POWERS**

This Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association outlined in that certain Declaration of Covenants, Conditions, Restrictions, and Easements for AQUA RESERVE (hereinafter called the "Declaration") applicable to the Property and recorded or to be recorded in the above-referenced county, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if outlined in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

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(e) Borrowing. Borrow money and, with the approval of eighty (80%) percent of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(f) Dedications. With the approval of eighty (80%) percent of each class of members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as eighty (80%) percent of each class of members determine;

(g) Mergers. With the approval of eighty (80%) percent of each class of members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Property/ Common Area (as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

(i) Levy/Collect Assessments. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures, and drainage easements.

(j) Operate/Maintain. To operation, maintain, and manage conservation areas and the surface water and stormwater management system, including all lakes, retention areas, culverts, and related appurtenances, in a manner consistent with the Southwest Florida Water Management District permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein. Demonstrate that the land on which the system is located is owned or otherwise controlled by the corporation or association to the extent necessary to operate and maintain the system or convey operation and maintenance to another entity.

(k) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit 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 or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(l) Enforcement. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

(m) Litigation. To sue or be sued; provided, however, that this Association's right to sue any third party is limited in the manner described in the Declaration;

(n) Other. Engage in all lawful acts permitted or authorized by Section 617.0302, Fla. Stat.;

(o) The South West Florida Water Management District [the "District"] has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities;

(p) Any amendment of the Declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities shall have the prior written approval of the District;

(q) If the Association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities by the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility. If the Association ceases to exist, the stormwater management system shall be transferred to and maintained by one of the entities identified in sections 12.3.1(a) through (f); who has the powers listed in section 12.3.3(b) 1 through 8, the covenants and restrictions required in section 12.3.3(c) 1 through 9 of the Handbook. The entity shall be able to accept responsibility for the operation and routine custodial maintenance of the stormwater management system described in section 12.3.3(d) 1 or 2 of the Handbook.

(r) For projects that have on-site wetland mitigation as defined in Section 1.4.24, which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions, or declaration of condominium shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful by the Environmental Resource Permit.

(s) The Declarant can amend this document at any time to comply with governmental restrictions.

ARTICLE IX MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

ARTICLE X VOTING RIGHTS

This Association shall have two classes of voting membership: Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Article V hereof; provided, however, there shall be only one (1) vote per Lot. In any situation where a person is entitled personally to exercise the vote for his Lot and more than one (1) person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those persons determine among themselves and advise the Secretary of this Association in writing before any meeting. Without such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it.

The Class "B" Member shall be the Developer (as defined in the Declaration). The Class "B" Member shall have nine (9) votes for each Lot which it owns until the end of the Class "B" Control Period, as hereafter defined.

Thereafter, the Class "B" Member shall have one (1) vote for each Lot which it owns. Other rights of the Class "B" Member, including the right to approve actions taken under the Declaration and this Association's By-Laws, are specified in the Declaration and the By-Laws.

The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors of this Association during the Class "B" Control Period, as hereafter defined; provided, however, in the event the Class "B" Member fails to exercise this power within thirty (30) days after a vacancy occurs on the Board for which the Class "B" Member would be entitled to appoint a successor, the Class "B" Member shall be deemed to have waived its right to appoint such a successor. In such case, the voting members representing the Class "A" Members may act to call a special meeting of this Association (in accordance with Article III of the By-Laws) for the purpose of electing a successor to serve the remainder of the unexpired term of the vacating director. Thereafter, the voting members representing the Class "A" Members shall be entitled to elect a successor to the director who filled the vacancy in accordance with the By-Laws, and those directors the voting members may be entitled to elect under Article IV of the By-laws.

The Class "B" Control Period shall commence with the execution of the Declaration by the Developer and expire upon the first of the following:

(a) within three (3) months after ninety (90%) percent of the Lots in all phases of AQUA RESERVE that the Association will ultimately operate have been conveyed to Owners other than the Developer, any builders, contractors or other parties who purchased a Lot for the purpose of constructing improvements thereon for resale.

(b) seven (7) years after the date the Declaration is recorded in the public records in the county where the Property is situated; or

(c) When, in its discretion, the Class "B" Member so determines.

ARTICLE XI
BOARD OF DIRECTORS; POWERS AND TERM OF OFFICE

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times, it must be either three (3) members or five (5) members. The initial Directors named below shall serve until this Association's Turnover meeting. The term of office for all Directors is one year. Before any such annual meeting occurring after the Class "B" Control Period expires, all vacancies occurring on the Board of Directors, if any, will be filled by a majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by majority membership vote by written ballot except the initial Board of Directors. Members may vote for each vacancy; however, cumulative voting is not permitted. Directors need not be Association members.

ARTICLE XII
DISSOLUTION

This Association may be dissolved in the manner provided from time to time by the laws of the State of Florida and with the assent given in writing and signed by not less than eighty (80%) percent of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water and stormwater management system must be transferred to and accepted by an entity that would comply with Section 40, Fla.Adm.Code, and be approved by the Southwest Florida Water Management District before such termination, dissolution or liquidation.

ARTICLE XIII
DURATION

This Association exists perpetually.

ARTICLE XIV
BY-LAWS

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered amended, or rescinded with the approval of the Board

of Directors, except as to those provisions for amendment to the By-Laws which are provided in the Declaration or any future supplemental declaration in which case those provisions shall control such amendment.

ARTICLE XV AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of eighty (80%) percent of the entire membership, or by at least eighty (80%) percent of the total Class "A" Members in the Association present and voting in person or by proxy at a duly called meeting at which a quorum is present except as to those provisions for amendment to these Articles which are provided in the Declaration or any supplemental declaration in which case those provisions shall control such Amendments, or if the provision to be amended requires a higher percentage for a specified action, such provisions may not be amended except by the percentage vote specified therein. The Class B member may amend these Articles at any time within five (5) years of the date of incorporation to comply with the Southwest Florida Water Management District requirements.

ARTICLE XVI INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning when used in these Articles. By subscribing and filing these Articles, the incorporator intends for its provisions to be consistent with the Declaration's provisions and interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

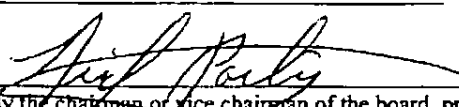
ARTICLE XVII INDEMNIFICATION

The corporation shall indemnify any individual who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that such individual is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such proceedings, including any appeal thereof, including gross negligence, to the full extent as authorized by law, said indemnity to include but not be limited to expenses and amounts paid in settlement, expenses of liabilities incurred as a result of such individual serving as a director, officer, employee or agent as hereinabove provided, or as otherwise contemplated and included within applicable law. Indemnification and advancement of expenses as provided herein shall continue as to an individual 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 an individual, and any amendment or changes to this indemnification provision shall be prospective only and as to individuals who shall serve as a director, officer, employee or agent after the effective date of such amendment, and such amendment shall not

otherwise affect the rights of indemnification for any individual who has theretofore served as a director, officer, employee or agent.

- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 02/14/2024

Signature 
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

NICKOLAOS POLEMIS

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 14, 2024

ROBERT TANKEL
1022 MAIN ST.
STE. D
DUNEDIN, FL 34698

SUBJECT: AQUA RESERVE ASSOCIATION, INC.
Ref. Number: N23000003147

We have received your document for AQUA RESERVE ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must choose one document to be filed in our office.

Attached

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

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

Anissa Butler
Regulatory Specialist II

Letter Number: 924A00005598

*please use the attached to file. If questions, please
call my direct line, 727-953-7744
Thank you.*

W. Jones

Rec. 4/4/24

Robert L. Tankel
Scott B. Tankel
Aaron M. Tankel

TANKEL LAW GROUP


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Dunedin, Florida 34698
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Phone: 727-239-0295
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Fax: 727-736-2305
Bob@TankelLawGroup.com

February 15, 2024

MEMORANDUM

TO: Florida Department of State

FROM: Robert L. Tankel, Esq. 

RE: Aqua Reserve Association, Inc.

Enclosed please find the form to amend the Articles of Incorporation of the referenced entity. The amendments are attached as well. The statutory fee of Thirty-Five (\$35.00) Dollars is enclosed as well. Please process it at your earliest convenience. Thank you.