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**CERTIFICATE OF AMENDMENT  
TO THE  
SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
PALM COVE GOLF & YACHT CLUB COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

The Amended and Restated Articles of Incorporation of Palm Cove Golf & Yacht Club Community Association, Inc. were filed with the Secretary of State on September 16, 2005. They were also recorded in the Public Records of Martin County, Florida, at Official Records Book 2074, Page 623 et.seq. The same Articles of Incorporation are hereby amended by the members, and the number of votes cast for the amendment was sufficient for approval at the annual meeting held on December 6, 2023 which is the date of adoption by the membership entitled to vote.

**SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
PALM COVE GOLF & YACHT CLUB COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of continuing a corporation not for profit, the undersigned does hereby acknowledge:

1. **Name of Corporation.** The name of the corporation is PALM COVE GOLF & YACHT CLUB COMMUNITY ASSOCIATION, INC. (the "**Association**").
2. **Principal Office.** The principal office of the Association is 262 SW Palm Cove Drive, Palm City, Florida 34990 or such other location as shall be designated by the Board of Directors.
3. **Registered Offices – Registered Agent.** The name and street address of the Registered Office of the Association is listed on the Florida Department of State SunBiz.org website under entity name PALM COVE GOLF & YACHT CLUB COMMUNITY ASSOCIATION, INC.
4. **Definitions.** A declaration entitled Amended and Restated Declaration for Palm Cove Golf & Yacht Club Community (the "**Declaration**") will be recorded in the Public Records of Martin County, Florida, and shall govern all of the operations of a community to be known as Palm Cove Golf & Yacht Club Community. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. **Purpose of the Association.** The Association is formed to: (a) provide for Social Fitness Membership and the Marina Membership, operation, maintenance and preservation of the Common Areas and the Marina, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association, the Social Fitness Members and the Marina Members; (d) promote the health, safety and welfare of the Social Fitness Members and Marina Members.

6. **Not-for-Profit.** The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors or Officers.

7. **Powers of the Association.** The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and By-Laws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Palm Cove.

7.3 To operate and maintain the Surface Water Management System as required by the Permits and Declaration, including the lake and mitigation areas.

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments (including, without limitation, Social Fitness Assessments and Marina Assessments) pursuant to the terms of the Declaration, these Articles and By-Laws.

7.5 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association and establish Reserves for deferred maintenance or capital expenditures.

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas and the Marina) in connection with the functions of the Association except as limited by the Declaration.

7.7 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Palm Cove to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.9 To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes.

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Palm Cove, the Common Areas, the Marina, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

7.11 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.12 To employ personnel and retain independent contractors to contract for management of the Association, Palm Cove, the Common Areas and the Marina as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.

7.13 To contract for services to be provided to, or for the benefit of, the Association, Social Fitness Members, Marina Members, the Common Areas, the Marina and Palm Cove as provided in the Declaration including, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.14 To establish committees and delegate certain of its functions to those committees.

7.15 To provide any and all supplemental municipal services as may be necessary or proper.

7.16 To pay utility bills for utilities serving the Common Areas, the Marina or other property.

8. Voting Rights. Social Fitness Members and Marina Members shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of the Association shall be managed by a Board of five (5) members, subject to such qualifications as may be stated in the By-Laws as amended from time to time. Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for such terms as provided in the By-Laws, as such may be amended from time to time.

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas and the Marina, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if the Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

11. Duration. The Association shall exist in perpetuity.

12. **Amendments.**

12.1 **General Restrictions on Amendments.** If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 **Amendments.** Subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3%) of the Board and (ii) a majority of the votes present (in person or by proxy) at a duly called meeting of the Members in which there is a quorum.

13. **Limitations.**

13.1 **Declaration is paramount.** No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 **By-Laws.** These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. **Officers.** The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names of the Officers who shall serve until their successor are elected by the Board are listed on the Florida Department of State SunBiz.org website under entity name PALM COVE GOLF & YACHT CLUB COMMUNITY ASSOCIATION, INC.

15. **Indemnification of Officers and Directors.** The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. **Transactions in Which Directors or Officers are Interested.** No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director

or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its President and its Secretary this 24 day of January, 2024.

WITNESSES:

Palm Cove Golf and Yacht Club Community Association, Inc.

[Signature]  
Witness #1 Signature

By: J.W. Netser  
J.W. Netser, President

Michele Loeffler  
Witness #1 Printed Name

Mary Denty  
Witness #2 Signature

Mary Denty  
Witness #2 Printed Name

[Signature]  
Witness #1 Signature

By: Ed Culin  
ED CULIN, Secretary

Michele Loeffler  
Witness #1 Printed Name

Mary Denty  
Witness #2 Signature

Mary Denty  
Witness #2 Printed Name

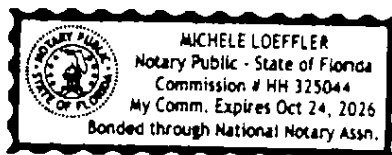
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NOTARY OF STATE  
FLORIDA

STATE OF Florida  
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of January, 2024, by Joseph W. Netser as President of Palm Cove Golf and Yacht Club Community Association, Inc. ☒ who is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Seal

[Signature]  
Notary Signature

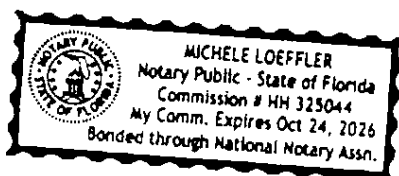


STATE OF Florida  
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of January, 2024, by Ed Crelia as Secretary of Palm Cove Golf and Yacht Club Community Association, Inc. ☒ who is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Seal

Michele Loeffler  
Notary Signature



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NOTARY OF STATE  
FLORIDA  
NOTARY SEAL