

**PROPOSED AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
REFLECTION LAKES MASTER ASSOCIATION, INC.
SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION
SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT
TEXT**

These are the Amended and Restated Articles of Incorporation of Reflection Lakes Master Association, Inc., originally filed with the Florida Department of State on the 21st day of May 1999, under Charter Number N99000003167. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2020).

For historical reference, the street address of the initial principal address was 14009 Clear Water Lane, Fort Myers, Florida 33919. The name of the original incorporators, and his addresses at the time of incorporation, was David Cobb, 14009 Clear Water Lane, Fort Myers, Florida 33919. The street address of the initial registered office was 14009 Clear Water Lane, Fort Myers, Florida 33919 and the name of the initial registered agent was David Cobb. The name and address of the current registered office is First Service Residential, 13950 Reflection Lakes Dr., Fort Myers, FL 33907. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

- 1. NAME.** The name of the corporation is REFLECTION LAKES MASTER ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the “Master Association,” the Declaration of Master Association Covenants and Restrictions as “Master Declaration,” these Articles of Incorporation as the “Articles,” and the Bylaws of the Master Association as the “Bylaws.”
- 2. PURPOSE.** The purpose for which the Master Association is organized is to serve as a “Homeowners’ Association” as described in Section 720.301, Florida Statutes, including, but not limited to, the power to operate, administer, and manage the Common Areas in Reflection Lakes in accordance with the Master Declaration and other Governing Documents, and to provide for the architectural control and the administration and enforcement of covenants and restrictions applicable to the Parcels in Reflection Lakes.
- 3. DEFINITIONS.** The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Master Association Covenants and Restrictions for Reflection Lakes, recorded in Official Records Book 3156, at Page 2421 *et seq.*, of the Public Records of Lee County, Florida, and as subsequently amended (the “Master Declaration”), and as provided in the Act (as defined in the Master Declaration), unless herein provided to the contrary, or unless the context otherwise requires.
- 4. POWERS.** The powers of the Master Association shall include the following:

4.1 General. The Master Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Master Declaration, these Articles or the Bylaws.

4.2 Enumeration. The Master Association shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be limited by the Master Declaration, these Articles, and the Bylaws (all as they may be amended from time to time), including, but not limited to, the following:

4.2.1 To make and collect Assessments and other Charges against Members as Owners of Parcels within Reflection Lakes, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, license, and trade both real and personal property and to grant easements and licenses as to same as may be necessary or convenient in the administration of the Master Association.

4.2.3 To maintain, repair, replace, reconstruct, add to, improve, and operate the Common Areas and other property acquired or leased by the Master Association.

4.2.4 To purchase insurance upon the Master Association's property and insurance for the protection of the Master Association, and its Officers, Directors, and other persons or entities deemed appropriate by the Master Association.

4.2.5 To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Parcels, the Homes thereon, and the Common Areas, and the Condominium Properties subject to the Master Declaration, and to enact rules, policies, and resolutions pertaining to the operation of the Master Association, subject to any limitations contained in the Master Declaration.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Parcels, as may be provided by the Master Declaration.

4.2.7 To enforce by legal means the provisions of the Master Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Master Association.

4.2.8 To contract for the management of the Master Association and any facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Master Association except those which require specific, non- delegable approval of the Board of Directors or the membership of the Master Association.

4.2.9 To employ personnel to perform the services required for proper operation of the Master Association.

4.2.10 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure

any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income or rights.

4.3 Master Association Property. All funds and the titles of all properties acquired by the Master Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Master Declaration, these Articles and the Bylaws.

4.4 Distribution of Income. The Master Association shall make no distribution of income to its Members, Directors or Officers.

4.5 Limitation. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions of the Master Declaration, these Articles, and the Bylaws.

5. MEMBERS AND VOTING. The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

5.1 Members. The membership of the Master Association shall be comprised of the Owners Parcel in the Community. The Owner of every Parcel shall become an Owner Member upon recordation in the Public Records of an instrument establishing the ownership by said Owner of such Parcel. If transfer of a Parcel has occurred without approval of the Master Association, and if in contravention of the provisions of the Master Declaration, the Master Association need not recognize a record Owner as the "Member," unless the Master Association chooses to ratify or waive its objection to the transfer of title

5.2 Voting Rights. Each Member shall possess one (1) vote for any Parcel owned by such Member.

5.3 Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Governing Documents.

6. TERM OF EXISTENCE. The Master Association shall have perpetual existence.

7. OFFICERS. The affairs of the Master Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Master Association at its first meeting following the annual meeting of the Members of the Master Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Master Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 Duties and Powers. All of the duties and powers of the Master Association existing under the Master Declaration, these Articles, the Bylaws, and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of

the Board of Directors, or as may be delegated to its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

8.3 Election; Removal. Directors of the Master Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. BYLAWS. The Bylaws of this corporation may be altered, amended or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Master Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Articles of Incorporation shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION. SEE ARTICLE NUMBER FOR PRESENT TEXT."

10.3 Notice. Written notice setting forth the proposed amendment or a summary of the changes shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least two-thirds (2/3rds) of the Voting Interests of the Master Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Master Association, upon Board approval, without need for Master Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law and filed with the Secretary of State according to law.

10.6 Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Master Declaration. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as

amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Master Association pursuant to the less stringent requirements without the need to change these Articles. The Board, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Master Association, all as amended from time to time.

11. INDEMNIFICATION.

11.1 Indemnity. The Master Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee member of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding 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 failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Master Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Master Association, 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. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Master Association.

11.2 Defense. To the extent that a Director, Officer, or Committee member of the Master Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 11.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected

Director, Officer, or Committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Master Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Master Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

11.4 Miscellaneous. The indemnification provided by this Article 11 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.

11.5 Insurance. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of the Master Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Master Association would have the duty to indemnify him against such liability under the provisions of this Article.