

**EXHIBIT 2**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
RANCHETTE LAKE HOMEOWNERS' ASSOCIATION, INC.**

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These Amended and Restated Articles of Incorporation of Ranchette Lake Homeowners' Association, Inc. are a substantial rewording of the Articles of Incorporation of Ranchette Lake Homeowners' Association, Inc. See the Articles of Incorporation of Ranchette Lake Homeowners' Association, Inc. for present text (in existence prior to the filing of these Amended and Restated Articles of Incorporation of Ranchette Lake Homeowners' Association, Inc.).

In order to form a not for profit corporation under and in accordance with the provisions of Chapter 617, Florida Statutes, the undersigned hereby incorporates this not for profit corporation for the purposes and with the powers hereinafter set forth, and to that end, the undersigned by these Articles of Incorporation, certifies as follows:

**ARTICLE I  
DEFINITIONS**

All initially capitalized terms used herein shall have the same meaning as set out in the Declaration of Restrictions and Protective Covenants for Ranchette Lake, as amended from time to time ("Declaration"), to which these Amended and Restated Articles of Incorporation of Ranchette Lake Homeowners' Association, Inc. are attached as Exhibit 2, as amended from time to time ("Articles"), unless an alternative definition is provided herein.

**ARTICLE II  
NAME AND ADDRESS**

The name of the corporation is **RANCHETTE LAKE HOMEOWNERS' ASSOCIATION, INC.** ("Association"). The principal address and mailing address of Association shall be 708 Main Street, Evanston, Illinois 60202, or such other principal address or mailing address and may be designated, from time to time, by the Board.

**ARTICLE III  
OBJECTS AND PURPOSES**

The objects and purposes for which Association is formed are those as authorized by the Association Documents, including, without limitation, the operation, maintenance, and architectural control of the Lots and the Common Areas and all improvements thereon, and to conduct and transact generally the business of a homeowners' association and to do all things and exercise all powers and perform all functions that a corporation is authorized or empowered to do, exercise, or perform under and by virtue of the laws of Florida.

## **ARTICLE IV**

### **POWERS**

Without limitation, the powers of Association shall include and be governed by the following provisions:

4.1 Common Law and Statutory Powers. Association shall have all common-law and statutory powers of a not for profit corporation under the laws of Florida which are not in conflict with the Declaration, these Articles, and the By-Laws, including those powers under and pursuant to the Florida Not For Profit Corporation Act and the Homeowners' Association Act. In the event of any conflict between the provisions of the Florida Not For Profit Corporation Act and the Homeowners' Association Act, the Homeowners' Association Act shall apply. In the event of any conflict between these Articles and the By-Laws, these Articles shall control; and in the event of any conflict between these Articles and the Declaration, the Declaration shall control.

4.2 Necessary Powers. Association shall also have those powers reasonably necessary to fulfill the purposes for which Association is formed, which powers shall include, but not be limited to, the following:

(a) To make and collect Assessments for the operation, management, maintenance, repair, replacement, improvement, and reconstruction after casualty of the Common Areas pursuant to the Declaration, including, without limitation, the maintenance and operation of the Surface Water Management System.

(b) To purchase equipment, supplies, material, and other personal property as may be required in the maintenance, repair, replacement, improvement, operation, and management of the Common Areas pursuant to the Declaration.

(c) To buy, accept, own, operate, lease, sell, trade, and mortgage both real and personal property as may be necessary or convenient in the administration of Association.

(d) To acquire and pay for insurance on the Common Areas, as set forth in the Declaration, for the protection of Association and the Common Areas and to acquire and pay for directors and officers liability insurance to protect the directors and officers of Association.

(e) To make, amend, alter, rescind, and promulgate reasonable rules and regulations for the use and appearance of the Common Areas and the Lots for the benefit, health, safety, and welfare of the Members.

(f) To provide for management, maintenance, repair, replacement, improvement, and operation of the Common Areas pursuant to the Declaration and to delegate to a management entity or management agent those powers and duties which are not specifically required by these Articles to be retained by the Board.

(g) To employ and dismiss vendors, contractors, attorneys, accountants, engineers, architects, and other professionals and personnel to perform the services required for proper operation of Ranchette Lake and Association.

(h) To use and expend the monies collected by Association to effectuate its purposes and powers, including, but not limited to, the payment of utilities and all taxes and assessments made by public bodies which may be levied upon the Common Areas.

(i) To select depositories for Association funds and to determine the manner of receiving, depositing, and disbursing corporate funds.

(j) To enforce by legal means the provisions of the Association Documents.

(k) To bring suit and to litigate on behalf of Association and the Members; provided, however, that except as specifically set forth in this Section 4.2(k), Association shall not have the power to bring suit to litigate on behalf of Association or the Members without the express prior written consent of at least eighty percent (80%) of the Members. The foregoing restriction shall not apply to suits or litigation brought on behalf of Association to collect Assessments, enforce liens, bring injunctive action or to otherwise enforce the Association Documents, nor shall this restriction apply to Association's defense of any suits or litigation brought against Association. The foregoing restrictions shall not apply prior to the Turnover Date.

(l) To possess, enjoy, and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including, without limitation, the power to acquire, hold, convey, and deal in real and personal property.

(m) 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 the purposes and powers of Association under the Association Documents.

## **ARTICLE V**

### **MEMBERS**

5.1 **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. No Member may assign, hypothecate, or transfer in any manner membership in Association except as an appurtenance to the Lot. Any Member of Association who conveys or loses title to a Lot by sale, gift, bequest, judicial decree, or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of membership resulting from ownership of such Lot.

5.2 Voting Rights. Association shall have two (2) classes of voting membership:

5.2.1 Class A. Class A Members shall be all Members, with the exception of Developer while Developer is a Class B Member, each of whom shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 5.1 above. The vote of a Lot shall not be divisible. Said votes shall be exercised or cast in the manner provided by the By-Laws.

5.2.2 Class B. The Class B Member shall be Developer. The Class B Member shall be entitled to one thousand (1,000) votes, or three (3) votes per Lot, whichever is greater. Class B membership shall cease and be converted to Class A membership upon the Turnover Date.

5.3 General Matters. When reference is made in the Association Documents or in management contracts or otherwise, to a majority or specific percentage of the Members or Owners, such reference shall be deemed to be reference to a majority or specific percentage of the votes of the Members and Owners and not of the Members or Owners themselves.

## **ARTICLE VI**

### **TERM**

The term for which Association is to exist shall be perpetual. In the event of dissolution of Association, other than incident to a merger or consolidation, the assets shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes. Any Member may petition the local Circuit Court for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Lots and Common Areas and improvements thereon, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Lots, and the Common Areas. In the event Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government and, if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation. Further, Ranchette Lake shall continue to be subject to the provisions of the Declaration, including, without limitation, Assessments levied in accordance with the Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate, and preserve the Common Areas as then-existing and as then-continues to be used for the common use and enjoyment of the Owners.

## **ARTICLE VII**

### **INITIAL SUBSCRIBER**

The name and address of the initial subscriber to these Articles is as follows:

Michael Ehrlich

6400 Congress Avenue, Suite 2175  
Boca Raton, Florida 33487

**ARTICLE VIII**  
**BOARD OF DIRECTORS**

The property, business, and affairs of Association shall be managed by the Board, which shall consist of not less than three (3) directors. Except for directors appointed by Developer, directors shall be Members of Association or shall be the authorized representative, officer, or employee of corporate Members of Association. The directors shall be elected in the manner set forth in the By-Laws. All directors shall be natural persons who are eighteen (18) years of age or older and shall comply with all additional eligibility requirements set forth in the Homeowners' Association Act. The following are the names and addresses of the persons appointed to act as directors until their successors are elected and qualified:

Christopher J. Fiegen	708 Main Street Evanston, Illinois 60202
David VerMeulen	708 Main Street Evanston, Illinois 60202
John Mudro	708 Main Street Evanston, Illinois 60202

**ARTICLE IX**  
**OFFICERS**

The affairs of Association shall be managed by a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time designate in the Board's sole discretion, the powers and duties of which shall be designated by the Board as the Board deems necessary in its sole discretion, all of whom shall serve at the pleasure of the Board and shall meet the eligibility requirements as set forth in the Homeowners' Association Act. Upon the Turnover Date, all officers must be Members of Association. The names and addresses of the current officers of Association, who shall hold office until their successors are duly elected in the manner set forth in the By-Laws are as follows:

PRESIDENT	Christopher J. Fiegen	708 Main Street Evanston, Illinois 60202
VICE PRESENT/ SECRETARY	David VerMeulen	708 Main Street Evanston, Illinois 60202



TREASURER

John Mudro

708 Main Street  
Evanston, Illinois 60202

## **ARTICLE X** **INDEMNIFICATION**

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

Upon the resignation of a director who has been designated, appointed, or elected by Developer, or the resignation of an officer who was elected or appointed by Developer or by the directors designated, appointed, or elected by Developer, Association and the Members shall remise, release, acquit, and forever discharge such director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, claims, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages (except to the extent and such damages are covered by insurance), judgments, executions, claims, and demands, whatsoever, in law or in equity, which Association or the Members, their successors, assigns, heirs, and personal representatives, had, now have, or will have against such director or officer by reason of having been a director or officer. Notwithstanding, the foregoing shall not apply in the event of a criminal act where such director or officer was adjudicated guilty or pled nolo contendere.

## **ARTICLE XI** **BY-LAWS**

The By-Laws may be altered, amended, or rescinded in the manner set forth in the By-Laws; provided, however, that at no time shall the By-Laws conflict with these Articles or the Declaration. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

## **ARTICLE XII** **AMENDMENTS**

12.1 Developer Amendment. Prior to the Turnover Date, these Articles may be amended only by an instrument in writing signed by Developer and joined by Association.

12.2 Membership Amendment. After the Turnover Date, these Articles may be amended by the affirmative vote of two-thirds (2/3<sup>rd</sup>s) of all of the Members. The approval of the Members of a proposed amendment may be obtained by written consent in lieu of a membership meeting pursuant to the relevant provisions of the Florida Not For Profit Corporation Act.

12.3 Proviso. No amendment to these Articles shall conflict with the terms of the Declaration or the By-Laws. No amendment to these Articles shall be adopted which shall abridge, prejudice, amend, or alter the rights of Developer, as determined in the sole discretion of Developer, without the prior written consent of Developer. Any attempt to amend contrary to this prohibition shall be of no force or effect whatsoever.

12.4 Filing and Recording. Amendments to these Articles adopted pursuant to this Article XII shall be recorded among the Official Records of the County and filed in the Office of the Secretary of State of the State of Florida.

12.5 Notice of Amendment. Within thirty (30) days after recording an amendment to these Articles, Association shall mail, deliver, or electronically transmit a copy of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment, and the proposed amendment is not changed before the vote, Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the Official Records Book and Page number of the recorded amendment, and that a copy of the amendment is available at no charge to the Member upon written request to Association. Notwithstanding the foregoing, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

## **ARTICLE XIII** **REGISTERED AGENT**

The name and address of the registered agent of Association who shall serve until his/her successor is properly appointed by the Board shall be Kaye Bender Rembaum, P.L., 1200 Park Central Boulevard South, Pompano Beach, Florida 33064. Association shall have the right to designate subsequent registered agents without amending these Articles.

**[SIGNATURE PAGE FOLLOWS]**



**IN WITNESS WHEREOF**, these Amended and Restated Articles of Incorporation of Ranchette Lake Homeowners' Association, Inc. were executed by Developer, joined by Association, on this 1 day of SEPT, 2020.

Signed, sealed and delivered  
in the presence of:

Sarah M. Datto

Print Name: SARAH M. DATTO

John S. Fiegen

Print Name: JOHN S. FIEGEN

**DEVELOPER**

**HDP RANCHETTE LAKE LLC,**  
a Delaware limited liability company

By: **HDP BLUE INVESTMENTS LLC,**  
a Delaware limited liability company, its  
Manager

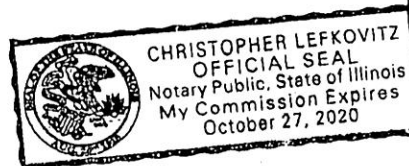
By: **HDP BLUE HOLDINGS LLC,**  
a Delaware limited liability company,  
its Manager

By: **GRASS LAKE CAPITAL  
LLC,** a Delaware limited  
liability company, its  
Manager

By: Christopher J. Fiegen  
Christopher J. Fiegen,  
its Manager

STATE OF IL  
COUNTY OF COOK ) ss:

The foregoing Amended and Restated Articles of Incorporation of Ranchette Lake Homeowners' Association, Inc. were acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 1 day of SEPT, 2020, by Christopher J. Fiegen, as Manager of Grass Lake Capital LLC, a Delaware limited liability company, Manager of HDP Blue Holdings LLC, a Delaware limited liability company, Manager of HDP Blue Investments LLC, a Delaware limited liability company, Manager of HDP Ranchette Lake LLC, a Delaware limited liability company, who ☒ is personally known to me or ☐ produced IL DL as identification and who did not take an oath.



Christopher Lefkovitz  
Notary Public, State of IL  
Print Name of Notary Public

My Commission Expires:

10/27/20

**JOINDER AND CONSENT OF  
RANCHETTE LAKE HOMEOWNERS' ASSOCIATION, INC.  
TO AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
RANCHETTE LAKE HOMEOWNERS' ASSOCIATION, INC.**

**RANCHETTE LAKE HOMEOWNERS' ASSOCIATION, INC.**, a Florida not for profit corporation, hereby consents to and joins the Amended and Restated Articles of Incorporation of Ranchette Lake Homeowners' Association, Inc. on the date set forth below.

Signed, sealed and delivered  
in the presence of:

**ASSOCIATION**

**RANCHETTE LAKE HOMEOWNERS'  
ASSOCIATION, INC.**,  
a Florida not for profit corporation

By: [Signature]  
Christopher J. Fiegen, its President

[Signature]  
Print Name: SARAH M. MARTIN  
[Signature]  
Print Name: THOMAS SYRE

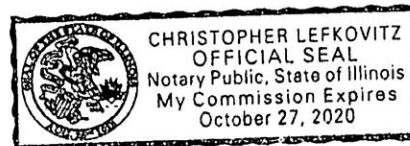
STATE OF IL )  
COUNTY OF COOK ) ss:

The foregoing instrument was acknowledged before me by means of ☒ physical appearance or  
☐ online notarization, this 1 day of SEP, 2020, by Christopher J. Fiegen, as President of  
Ranchette Lake Homeowners' Association, Inc., a Florida not for profit corporation, who is personally  
known to me or ☐ produced [Signature] as  
identification and who did not take an oath.

[Signature]  
Notary Public, State of IL  
CHRISTOPHER LEFKOVITZ  
Print Name of Notary Public

My Commission Expires:

10/27/20



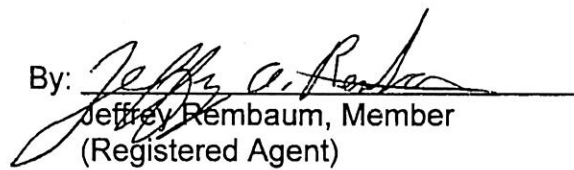
**ACCEPTANCE BY REGISTERED AGENT**

Having been named to accept service of process for **RANCHETTE LAKE HOMEOWNERS' ASSOCIATION, INC.**, a Florida not for profit corporation, at the place designated in these Amended and Restated Articles of Incorporation of Ranchette Lake Homeowners' Association, Inc., the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

Dated 3rd day of Sept., 2020.

KAYE BENDER REMBAUM, P.L.

By:

  
Jeffrey Rembaum, Member  
(Registered Agent)