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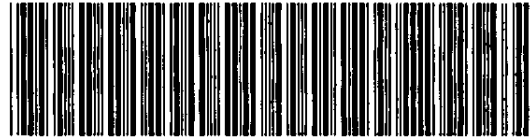
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*Amended &
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Articles*

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STEVEN G. RAPPAPORT, ESQ.
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
srappaport@ssclawfirm.com

May 19, 2016

To: Amendment Section
Division of Corporations

NAME OF CORPORATION: High Point of Delray Beach Condominium Assoc. Sec. 6, Inc.

DOCUMENT NUMBER: 729360

Enclosed you will find Articles of Amendment to the Articles of Incorporation for Cypress Lakes Master Homeowners Association, Inc.

Please return all correspondence concerning this matter to the following:

Steven G. Rappaport, Esquire
Sachs Sax Caplan, P.L.
6111 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
Attention: Clara Garcia

Also enclosed is a check in the amount of \$35.00 made payable to the Florida Department of State for filing of the Articles of Amendment and a certified copy of same.

For further information concerning this matter, please call Clara Garcia at (561) 237-6840.

Mailing Address:

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

AMENDED AND RESTATED

ARTICLES OF INCORPORATION
OF

HIGH POINT OF DELRAY BEACH CONDOMINIUM ASSOC. SEC. 6, INC.

SECTION 6, INC.

(A Florida Not-for-Profit)

FILED

16 MAY 23 PM 1:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" shall have the meaning set forth in the Condominium Act, Chapter 718, Florida Statutes, and for clarification the following terms will have the following meanings:

1. "High Point of Delray Condominium Section 6" means the residential community planned for development as a condominium (the "Condominium") upon portions of Section 13, Township 46 South, Range 42 East, Delray Beach, Palm Beach County, Florida.

2. "Phase" means a portion of the Condominium as more particularly described in Article II hereof.

3. ~~"Developer" means High Point of Delray Builders, Inc., a Florida corporation, its successors and assigns.~~

43. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976.

54. "Condominium Documents" means in the aggregate the "Declaration", "Articles", "By-Laws", ~~"Operating Agreement", each "Long Term Recreation Lease"~~ and all of the instruments and documents referred to therein and executed in connection with the Condominium.

65. "Declaration" means the document by which the land and improvements of the Condominium are submitted to condominium ownership by the Developer in accordance with the Act.

76. "Unit" means unit as set forth in the Act, and is that portion of the "Condominium Property" which is subject to exclusive ownership and includes each and every Unit in each and every Phase.

87. "Unit Owner" means unit owner as set forth in the Act and is the owner of a Unit ~~and a lessee of the "Section 6 Recreation Area" (as hereinafter defined) under the Long Term Recreation Lease.~~

98. "Common Expenses" means expenses for which the Unit Owners are liable to the "Association" (as hereinafter defined) as set forth in various sections of the Act and in the Condominium Documents and includes those expenses described as "Common Expenses" in the Declaration, "common expenses" as set forth and described in the Act and

~~the "Recreation Area Expenses" under the Long Term Recreation Lease.~~

~~109.~~ "Condominium Property" means the land submitted to condominium ownership by the Declaration, all improvements thereon, including the Units, the "Common Elements" (as hereinafter defined) and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium, and is subject to enlargement pursuant to the Plan of Phase Development described in Article IX of the Declaration.

~~110.~~ "Common Elements" means the portion of the Condominium Property not included in the Units.

~~111.~~ "Limited Common Elements" means the portion of the Common Elements which is reserved for the use of a certain Unit or Units to the exclusion of other Units.

~~112.~~ "Assessment" means a share of funds required for the payment of Common Expenses which from time to time is assessed against a Unit Owner.

~~113.~~ "Association" means High Point of Delray Condominium Association Section 6, Inc., a Florida corporation not-for-profit, organized pursuant hereto to administer the Condominium.

~~114.~~ "Articles" means these Articles of Incorporation of the Association.

~~115.~~ "By-Laws" means the By-Laws of the Association.

~~116.~~ "Member" means a member of the Association.

~~117.~~ "Board" means Board of Directors of the Association.

~~118.~~ "Director" means a member of the Board.

~~20. "Long Term Recreation Lease" means the several documents whereby certain real property and the facilities located or to be located thereon, more particularly described therein ("Section 6 Recreation Area"), are leased on a non-exclusive basis to a Unit Owner, a form of which is attached to the Operating Agreement.~~

~~21. "Operating Agreement" means the agreement by which the Association shall operate the Section 6 Recreation Area for the Unit owners.~~

ARTICLE I NAME

The name of this Association shall be High Point of Delray Condominium Association Section 6, Inc. whose present address is:

~~147 High Point Boulevard
Delray Beach, Florida 33445~~

1221 Club Drive West
Delray Beach, Florida 33445

ARTICLE II

PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Statement of the Plan of Development

1. ~~Developer is the owner in fee simple of certain~~ The land described as a portion of Section II, Township 46 South, Range 42 East, Delray Beach, Palm Beach County, Florida, more particularly described in Exhibit A to the Declaration (the "Land") has been established as a Phase Condominium pursuant to the Plan set forth in Article IX of the Declaration. ~~Developer has established the plan set forth in this Article II for the development of the Land (the "Plan"). Developer intends to construct upon the Land seventy-three (73) single-story residential apartment buildings (the "Buildings") and certain other improvements and to submit the same to condominium ownership as "phase condominium" pursuant to Section 718.403 of the Act. The initial phase submitted to condominium ownership by the Declaration is Phase 6-A. Each additional Phase ("Subsequent Phase") which is submitted to condominium ownership pursuant to an amendment to the Declaration ("Amendment") shall be denominated by the arabic numeral 6 and a capital letter, specifically: Phases 6-B, 6-C, 6-D, 6-E, 6-F, 6-G, 6-H, 6-I, 6-J and 6-K, respectively. The initial phase and any Subsequent Phase is referred to as a "Phase" or collectively as the "Phases". The total number of Units in the Condominium will be 292 if all of the Subsequent Phases are submitted to condominium ownership by Amendment.~~

2. ~~Developer reserves the absolute right in its sole discretion to terminate the Plan at any time after the completion of Phase 6-A. In the event Developer elects to terminate the Plan, Developer shall file amongst the Public Records of Palm Beach County, Florida, a statement that Developer has terminated the Plan ("Termination Statement"), which statement shall set forth each Phase then submitted to condominium ownership as part of the Condominium and the total number of Units in the Condominium. The effect of filing the Termination Statement shall be that any portion of the land not submitted to condominium ownership pursuant to the Plan as of the filing of such statement shall no longer be considered part of the Condominium for any reason whatsoever. The requirement of filing the Termination Statement shall be in addition to the notice required to be given by the Developer to Unit Owners by the Act.~~

3. ~~It is intended that certain easements shall be established in the Declaration across, over, under and upon the Condominium Property so as to provide to all Members of the Association certain means of ingress, egress, use and other purposes with respect to such property.~~

B. Purpose of Association

The purpose for which this Association is organized is to maintain, operate and manage High Point of Delray Condominium Section 6 and to operate, lease, trade, sell and

otherwise deal with the personal and real property thereof and the Section 6 Recreation Area.

ARTICLE III POWERS

A . The Association shall have the following powers which shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Condominium Documents or the Act.

2. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to, the following:

(a) to make, establish and enforce reasonable rules and regulations governing the Condominium and the use of the Units, Common Elements, Limited Common Elements, Section 6 Recreation Area and Condominium Property;

(b) to ~~enter into the Operating Agreement and~~ carry out its undertakings with regard to the Section 6 Recreation Area;

(c) to make, levy, collect and enforce Assessments against Unit Owners to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and the payment of Recreation Area Expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(d) to maintain, repair, replace and operate the Condominium Property and the Section 6 Recreation Area in accordance with the Condominium Documents and the Act.

(e) to reconstruct improvements of the Condominium Property and the Section 6 Recreation Area in the event of casualty or other loss;

(f) to enforce by legal means the provisions of the Condominium Documents;

(g) to employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and the Section 6 Recreation Area and to enter into any other agreements consistent with the purposes of the Association.

ARTICLE IV MEMBERS

The qualification of Members, the manner of their admission to membership in the

Association ("Membership"), the manner of the termination of such Membership, and voting by Members shall be as follows:

~~1. — Until such time as Phase 6-A is submitted to condominium ownership by the recordation of the Declaration, the Membership of this Association shall be comprised solely of the subscribers ("Subscriber Members") to these Articles; and, in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the Membership.~~

~~2. — Once Phase 6-A is established by the recordation of its Declaration, all Subscriber Members' rights and interests shall be automatically terminated and the Unit Owners within Phase 6-A and all Subsequent Phases, which shall mean in the first instance the Developer as the owner of the Units, shall be entitled to exercise all of the rights and privileges of Members.~~

31. Membership in the Association shall be established by the acquisition of ownership of fee title to a Unit in any Phase of the Condominium as evidenced by the recording of an instrument of conveyance amongst the Public Records of Palm Beach, County, Florida, whereupon, the Membership of the prior Unit Owner thereof, if any, shall terminate as to that Unit. Where title to a Unit is acquired by conveyance from a party other than the Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Unit shall not be a Member unless or until such acquisition is in compliance with the Declaration. New Members shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

42. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Unit.

53. With respect to voting, the following provisions shall prevail: (a) each Unit shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Declaration and By-Laws, and (2) if there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person, such owner collectively shall be entitled to only one (1) vote in the manner determined by the Declaration.

64. The Members shall elect the Board in the manner provided in Article IX of these Articles.

ARTICLE V TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI SUBSCRIBERS

The names and residences of the original Subscribers to these Articles are as follows:

NAME	ADDRESS
Elliott B. Burnett	900 N.E. 26th Avenue Fort Lauderdale, Florida 33338
Scott J. Fuerst	900 N.E. 26th Avenue Fort Lauderdale, Florida 33338
Stephen D. McCann	900 N.E. 26th Avenue Fort Lauderdale, Florida 33338

ARTICLE VII OFFICERS

A. The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII FIRST OFFICERS

~~The names of the officers who are to serve until the first election of officers by the Board are as follows:~~

~~President~~ _____ ~~Stanley G. Tote~~

~~Vice President~~ _____ ~~James Sarno~~

~~Secretary~~ _____ ~~J. Kenneth Tate~~

~~Treasurer~~ _____ ~~J. Kenneth Tate~~

ARTICLE ~~IX~~ VIII
BOARD OF DIRECTORS

~~A. The number of Directors on the first Board (the "First Board") and the "initial Elected Board", as hereinafter defined, shall be three (3). The number of Directors elected subsequent to the Initial Elected Board shall be as provided in Paragraph F of this Article IX.~~

~~B. The names and addresses of the persons who are to serve as the First Board are as follows:~~

NAME	ADDRESS
Stanley G. Tate	147 High Point Boulevard Delray Beach, Florida 33445
James Sarno	147 High Point Boulevard Delray Beach, Florida 33445
Kenneth Tate	147 High Point Boulevard Delray Beach, Florida 33445

~~The Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.~~

~~C. Unit Owners other than the Developer ("Purchaser Members") shall be entitled to elect one-third (1/3) of the Board at the sooner to occur of the following: (a) at such time as forty-four (44) Units have been conveyed by the Developer to Purchaser Members or (b) in the event the Developer records the Termination Statement, at such time as fifteen (15%) percent of the total number of units set forth in the Termination Statement have been conveyed by the Developer to Purchaser Members. The election shall take place at a special meeting of the Membership to be called by the Board for such purpose (the "initial Election Meeting"). The Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph D. of this Article IX, the Initial Elected Board shall serve until the next "Annual Members' Meeting" (as described in Section 3.2 of the By-Laws), whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board.~~

~~D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur, and for the purposes of this Paragraph D, the term "Total Units" shall mean either 292 Units or, if a Termination Statement has been filed pursuant to Article 11 hereof, the number of Units set forth in the Termination Statement.~~

~~1. Three (3) years after sales by Developer or fifty (50%) percent of the~~

~~Total Units have been closed, all of which are to be operated by the Association, which closings shall be evidenced by the recording of instruments of conveyance amongst the Public Records of Palm Beach County, Florida to each of such Purchaser Members; or~~

~~2. Three (3) months after sales by Developer of ninety (90%) percent of the Total Units have been closed, which closings shall be evidenced by the recording of instruments of conveyance amongst the Public Records of Palm Beach County, Florida to each of such Purchaser Members; or~~

~~3. When all of the Total Units have been completed (as evidenced by the issuance of a certificate of occupancy for all of same) and some have been sold and none of the others are being offered for Sale by Developer in the ordinary course of business; or~~

~~4. When some of the Total Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by Developer in the ordinary course of business;~~

~~E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Board for such (the "Majority Election Meeting").~~

~~F. At the Majority Election Meeting, Purchaser Members shall elect two (2) of the Directors and the Developer, until the "Developer's Resignation Event" (as that term is described in Paragraph I of this Article IX) shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event to name the successor, if any, to any Director it has so designated.~~

~~G. The Board shall continue to be so designated and elected, as described in Paragraph F above, at each subsequent Annual Members Meeting, until the Annual Members Meeting following the Developer's Resignation Event~~

~~H. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within sixty (60) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of meeting shall be forwarded to all Members in accordance with the By-Laws; provided, however, that the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the, remaining number of Directors designated by Developer.~~

~~I. Upon the earlier to occur of the following events ("Developer's Resignation Event"), the Developer shall cause all of its designated Directors to resign:~~

~~1. At such time as the Developer holds for sale in the ordinary course of business less than five (5%) Percent of the Total Units; or~~

~~2. Developer causes the voluntary resignation of all of the Directors designated by it.~~

~~Upon the occurrence of the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal, of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified.~~

~~—JA. The number of Directors to be elected to the Board subsequent to the Developer's Resignation Event shall be nine (9), which Directors shall serve until the next Annual Members' Meeting. Thereafter, the number of Directors shall be determined by the Board at a meeting of the Board held prior to the Annual Members' Meeting at which the Directors shall be elected. The number of Directors to be elected, which shall not be less than three (3), shall be specified in the Notice of such Annual Members' Meeting.~~

~~—K. The resignation of a Director who has been elected or designated by the Developer and the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign or the Association or Purchaser Members hereafter can, shall or may have against said officer or Director, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning' of the world to the day of such resignation.~~

ARTICLE IX INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

**ARTICLE XI
BY-LAWS**

The By-Laws of the Association shall be adopted by the first Board and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws

**ARTICLE XII
AMENDMENTS**

A. ~~Prior to the recording of the Declaration amongst the Public Records of Palm Beach County, Florida, these Articles may be amended only by an Instrument in writing signed by all of the Subscribers to these Articles and filed in the Office of the Secretary of State of the State of Florida.~~ The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of any such Declaration.

B. After the recording of the Declaration amongst the Public Records of Palm Beach County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Membership must be by a vote of two-thirds (2/3) of the Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by two-thirds (2/3) of the Directors present at any meeting of the Directors at which a quorum is present.

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

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of Palm Beach County, Florida.

E. ~~Notwithstanding the foregoing provisions of this Article, X11, there shall be no amendment to those Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent therefor by Developer.~~

~~IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures, this~~
~~day of _____ 1977.~~

ACCEPTANCE BY REGISTERED AGENT

Having been named registered agent to accept service of process for the above-named corporation, I hereby accept to act in this capacity and agree to comply with the provisions of Chapter 48.019, Florida Statutes.

AMENDED AND RESTATED
ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
FOR

- HIGH POINT OF DELRAY BEACH CONDOMINIUM ASSOC. SEC. 6, INC.
INC


Pursuant to the provision of Chapter 617 and 720 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Article of Incorporation.


FIRST: The Amendments adopted are attached as Exhibit "A"

SECOND: On APRIL 14, 2016, the above Amendment was adopted by the members and the number of votes cast for the amendment was sufficient for approval.

DATED: MAY 12 2016

HIGH POINT OF DELRAY BEACH
CONDOMINIUM ASSOCIATION SECTION 6, INC

By: 
Ellen BUTLER
President

By: 
Vincent Monaco
Secretary