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October 3, 2013

Reply To:
Mark D. Friedman, Esq.
Direct Dial: (561) 820-2868
MFriedman@bplegal.com

CORPORATE RECORDS BUREAU
DIVISION OF CORPORATIONS
Department of State
P.O. Box 6327
Tallahassee, FL 32301

RE: Indian Spring Master Association, Inc.

Dear Sir/Madam:

Enclosed herein please find an **original** and **one copy** of Articles of Amendment to the Articles of Incorporation of **Indian Spring Master Association, Inc.**, as well as a check in the amount of **\$43.75** to cover the cost of filing same and return of a stamped copy to my attention.

Thank you for your attention to this matter.

Very truly yours,


Mark D. Friedman
For the Firm

MDF/ebd
Enclosures

ACTIVE: 5070059_1

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
330 SOUTH OCEAN, INC.

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NOTARY PUBLIC

The undersigned officers of **Indian Spring Master Association, Inc.** do hereby certify that the following Amended and Restated Articles of Incorporation of said corporation are a true and correct copy of the Amended and Restated Articles of Incorporation, as amended pursuant to Article X of the Articles of Incorporation, by the membership at a duly called and noticed meeting of the members held September 11, 2013. The Amended and Restated Articles of Incorporation were adopted by the members and the number of votes cast was sufficient for approval.

SEE ATTACHED

WITNESS my signature hereto this 11 day of Sept, 2013,
at Boynton Beach, Palm Beach County, Florida.

INDIAN SPRING MASTER
ASSOCIATION, INC.

[Signature]
Witness

BY: [Signature] (SEAL)
President

Robert Strauss
Witness

ATTEST: [Signature] (SEAL)
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 11 day of September, 2013, by Donald Mitgang and Philip Goldstein, as President and Secretary, respectively, of Indian Spring Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.



[Signature] (Signature)
Victoria L. Martin (Print Name)
Notary Public, State of Florida at Large

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

INDIAN SPRING MASTER ASSOCIATION, INC.

NOTE: This document replaces the Articles of Incorporation filed with the Secretary of State on January 21, 1975.

The undersigned Incorporator, by these Articles, does so for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes), and hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the Corporation shall be INDIAN SPRING MASTER ASSOCIATION, INC. For convenience, the Corporation is referred to in this instrument as the "Association" or the "Corporation," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "Bylaws."

ARTICLE II

DEFINITIONS

The terms used in these Articles have the same definitions and meaning as those set forth in the Amended and Restated Declaration of Maintenance Covenants for Indian Spring ("Declaration"), and the Bylaws of the Association, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE III

PURPOSE

The purpose of the Association is to further the interests of the Members, including without limitation maintenance of property owned by, dedicated to or agreed to be maintained by the Association, and the protection of private property; to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Maintenance Covenants recorded in the public records of Palm Beach County, Florida, as amended from time to time, including the establishment and enforcement of payment of Assessments (both regular Assessments and Special Assessments) and defined contained therein and in the Bylaws, and to engage in such other lawful activities as may be to the mutual benefit of the Lot, Parcel and Condominium Owner and their private property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein. In order to further the foregoing purposes, the Association shall have all of the powers outlined in these Articles.

ARTICLE IV

POWERS

The powers of the Association include the following:

4.1 General. The Association has all of the common law and statutory powers of a not-for-profit corporation under the laws of Florida, as the same may be amended or supplemented from time to time, that are not in conflict with the provisions of the Declaration of Maintenance Covenants and these Articles.

4.2 Enumeration. The Association has all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as may be limited by the Declaration as amended from time to time, including the powers and duties reasonably necessary to operate the Community pursuant to its Declaration, including, but not limited to, the following:

A. To levy and collect regular and special Assessments and other charges against Members as Lot, Parcel or Condominium Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

B. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights, revenues or privileges of the Association wherever situated.

C. To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Community.

D. To maintain, repair, replace, reconstruct, add to, and operate the Community and other property acquired or leased by the Association for use by Lot Owners.

E. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

F. To purchase insurance for the Community including property owned by it and insurance for the protection of the Association, its officers, directors, and Members as Lot, Parcel or Condominium Unit Owners, and such other parties as the Association may determine in the best interest of the Association.

G. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Lots, Parcels, Condominium Units and Common Areas and for all other lawful purposes.

H. To approve or disapprove the leasing, transfer, ownership and possession of Lots, Parcels and Condominium Units as may be provided by the Declaration.

I. To enforce by legal means the provisions of Chapter 720, Florida Statutes, the Declaration, these Articles, the By-Laws, and the rules and regulations of the Community.

J. To delegate power or powers where such is deemed in the interest of the Association and not prohibited by applicable law.

K. To transfer to a property owners association, homeowners association, or to one or more condominium associations, all of which must be within Community, such of its duties, powers and obligations as may be necessary or desirable.

L. To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

M. To contract for the management of the Community, and to delegate to the party with whom such contract has been entered into all or any portion of the powers and duties of the Association, except (1) those which require specific approval of the Board of Directors or the membership of the Association; (2) those which are incapable of being delegated as same may be contrary to the Declaration or the By-Laws; (3) those which are contrary to the Statutes of the State of Florida; and (4) wherein a delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.

N. To employ personnel to perform the services required for proper operation of the Community.

O. To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Community.

P. To provide, at the Board of Directors' sole and absolute discretion, community association management services to the individual residential condominiums, Lots and Parcels in Indian Spring based on criteria established by the Board from time to time.

Q. To either obtain a license as a community association management company pursuant to Chapter 468, Florida Statutes, as amended from time to time, or to create a separate corporate entity for the purpose of providing community association management services to the residential condominiums, homeowners associations, Lots and Parcels based on criteria established by the Board from time to time.

R. To control the specifications, architecture, design, size, color, appearance, materials used, elevation and location of, and landscaping around, all buildings of any type, including but not limited to: walls, fences, swimming pools, dune walkovers, docks and boat slips, bulk heading, antennae, sewers, drains, garbage, trash and refuse disposal systems, or other structures constructed, placed or permitted to remain on or in Indian Spring, as well as the alteration, improvement, addition or change thereto in order to preserve and maintain an integrated structural design for Indian Spring.

S. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

T. To defend a suit on behalf of its Members or to sue on behalf of its members on matters of common interest.

U. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

4.3 Assets of the Association. All funds and the titles of all properties acquired by the Association and their proceeds are held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

4.4 Limitation. The powers of the Association are subject to and are exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE V

MEMBERS

5.1 Membership. The Members of the Association shall consist of all of the fee simple record Owners of Lots, Parcels and Condominium Units in the Community approved by the Board of Directors if the Declaration permits the Board such authority. Membership is established by the acquisition of ownership of fee title to, or fee interest in, a Lot, Parcel or Condominium Unit in the Community, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such deed or other instrument becomes a Member of the Association, upon all of the foregoing actions, and the membership of the prior Owner of the subject Lot, Parcel or Condominium Unit is terminated.

5.2 Assignment. The share of a Member in the funds and assets of the Association, and membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot, Parcel or Condominium Unit for which that share is held.

5.3 Voting. On all matters upon which the membership is entitled to vote, the vote for each Lot, Parcel and Condominium Unit is as specified in the Bylaws. Said votes must be exercised or cast in the manner provided by the Bylaws. Any person or entity owning more than one (1) Lot, Parcel or Condominium Unit is entitled to the cumulative total of votes allocated to the Lots, Parcels and Condominium Units owned. Notwithstanding the foregoing, Condominium Unit Owners shall cast their votes through the representative of their Condominium Association as specified in the Bylaws.

5.4 Meetings. The Bylaws provide for an annual meeting of Members, and can make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE VI

TERM OF EXISTENCE

The Association has perpetual existence.

ARTICLE VII

INCORPORATORS

The names and addresses of the subscribers of the Association are as follows:

Ellis Chingos	100 East Linton Boulevard Delray Beach, Florida 33444
Budd B. Schnipple	100 East Linton Boulevard Delray Beach, Florida 33444
Virginia B. Hahne	100 East Linton Boulevard Delray Beach, Florida 33444

ARTICLE VIII

OFFICERS

The affairs of the Association are administered by the officers designated in the Bylaws. The officers are elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association, and serve at the pleasure of the Board of Directors. The Bylaws can provide for the removal from office of officers, for filling vacancies and for the duties of the officers.

ARTICLE IX

DIRECTORS

9.1 **Number and Qualification.** The affairs of the Association are managed by a Board consisting of the composition and number of Directors determined in the manner provided in the Bylaws. All Directors must be Members of the Association or the spouse of a Member of the Association.

9.2 **Duties and Powers.** All of the duties and powers of the Association existing under Chapters 617 and 720, Florida Statutes, the Declaration, these Articles and the Bylaws are exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Lot, Parcel and Condominium Unit Owners only when specifically required.

9.3 **Election; Removal.** Directors of the Association are elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed only in the manner provided in Chapter 720, Florida Statutes, as amended from time to time. Vacancies on the Board of Directors are filled in the manner provided by the Bylaws.

ARTICLE X

INDEMNIFICATION

10.1 Indemnity. To the extent permitted by law, the Association indemnifies any person 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 (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of, or a committee member appointed by, the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the interest of the Association; and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification can be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court deems proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the interest of the Association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he must be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a court) can be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination must be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding can be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article.

10.5 Miscellaneous. The indemnification provided by this Article is not exclusive of any other rights to which those seeking indemnification are entitled under any Bylaw, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office, and

continue as to a person who has ceased to be a director, officer, employee, or agent and inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

AMENDMENTS

Amendments to these Articles must be proposed and adopted in the following manner:

11.1 Notice. Notice of the subject matter of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 Adoption. A resolution for the adoption of a proposed amendment can be proposed either by a majority of the Board of Directors or by not less than thirty percent (30%) of the Members of the Association. A proposed amendment must be approved by not less than two-thirds (2/3) approval of the Members present in person or by proxy at a meeting at which a quorum is established called for such purpose after due notice to the Members of the exact language of the proposed amendment or by written agreement in lieu of a meeting, as outlined in Chapter 617, Florida Statutes, as amended from time to time, where at least a quorum of the membership participates.

No Articles can be revised or amended by reference to its title or number only. Proposals to amend existing Articles must contain the full text of the Articles to be amended; new words must be inserted in the text underlined, and words to be deleted must be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Articles of Incorporation. See Article . . . for present text." Nonmaterial errors or omissions in the Articles process do not invalidate any otherwise properly promulgated amendment.

11.3 Limitation. No amendment can make any changes in the qualifications for membership nor in the voting rights or property rights of Members.

11.4 Recording. A copy of each amendment must be filed with and certified by the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy must be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XII

ADDRESS

The principal place of business of the Corporation is 5995 Bannock Terrace, Boynton Beach, Florida 33437, but the Corporation can maintain offices and transact business in such other places within Palm Beach County, Florida, as may from time to time be designated by the Board of Directors.

ARTICLE XIII

**INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF REGISTERED AGENT**

The registered agent of this Corporation is Becker & Poliakoff, P.A., 625 North Flagler Drive, 7th Floor, West Palm Beach, Florida 33401.

ACCEPTANCE BY REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE XV OF THESE ARTICLES OF INCORPORATION, 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 THIS 2nd DAY OF October, 2013



MARK D. FRIEDMAN
(Registered Agent)