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**MERGER OR SHARE EXCHANGE
ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS
ASSOCIATION, INC.**

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ARTICLES OF MERGER OF
ST. ANDREWS COUNTRY CLUB, INC.

A Florida Not for Profit Corporation
into

ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC.

A Florida Not for Profit Corporation

ST. ANDREWS COUNTRY CLUB, INC. ("Club") and ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC. ("Association" or "Surviving Corporation"), after approval by their respective members, execute and file these Articles of Merger pursuant to F.S. 617.1105 as follows:

1. The Club shall merge into the Association, which shall be the survivor and shall assume and be liable for all of the Club's assets and liabilities upon the Effective Date (defined below) in accordance with the attached Plan of Merger with exhibits (collectively, the "Plan of Merger").

2. The attached Plan of Merger was adopted by the Board of Directors of the Club at a meeting held on September 21, 2023, with resolutions directing that it be submitted for a vote of the members of the Club.

3. Members of the Club duly approved these Articles of Merger and the Plan of Merger by a vote at a special meeting of the members of the Club held on November 28, 2023 by a weighted vote of 843 to 220.

4. The Plan of Merger was adopted by the Board of Directors of the Association at a meeting held on September 26, 2023, with resolutions directing that it be submitted for a vote of the members of the Association.

5. Members of the Association duly approved these Articles of Merger and the Plan of Merger by a vote at a special meeting of the members of the Association held on November 28, 2023 by a weighted vote of 445.5 to 124.

6. The number of votes cast by the members of the Club and the members of the Association, respectively, was sufficient for approval of the Plan of Merger and these Articles of Merger.

7. The merger of the Club into the Association shall become effective at 11:59 p.m. on December 31, 2023. The date upon which such merger shall become effective is the "Effective Date".

8. The name of the Surviving Corporation shall remain St. Andrews Country Club Property Owners Association, Inc.

9. On the Effective Date, the Association shall exchange each Club member's membership certificate for an Association membership certificate in accordance with the Plan of Merger.

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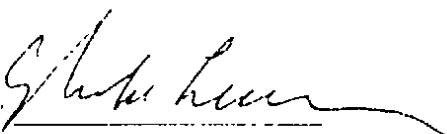
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Dated this 6 day of December, 2023.

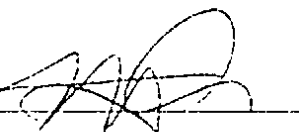
ST. ANDREWS COUNTRY CLUB, INC.

By 

Mike Leven, President

Dated: December 6, 2023

ST. ANDREWS COUNTRY CLUB
PROPERTY OWNERS ASSOCIATION, INC.

By 

Jeffrey Cannon, President

Dated: December 6, 2023

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PLAN OF MERGER

This PLAN OF MERGER is dated the 6 day of December, 2023, between ST. ANDREWS COUNTRY CLUB, INC. ("Club") and ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC. ("Association"), said entities being sometimes collectively referred to herein as the "Constituent Entities".

WITNESSETH:

WHEREAS, the Club is a Florida Not For Profit Corporation duly organized and existing under the laws of the State of Florida, the members of which are entitled to vote on this Plan of Merger.

WHEREAS, the Association is a Florida Not For Profit Corporation duly organized and existing under the laws of the State of Florida, the members of which are entitled to vote on this Plan of Merger.

WHEREAS, the Board of Governors of the Club and the Board of Directors of the Association each deem it advisable and in the best interests of the Club and the Association, respectively, that the Club be merged with and into the Association as authorized by Section 617.1101 et. seq., Florida Statutes, (the "Act") pursuant to the terms of this Plan of Merger;

WHEREAS, the Board of Governors of the Club and the Board of Directors of the Association each adopted a resolution approving this Plan of Merger and directing that it be submitted to a vote of its respective members;

WHEREAS, the members of the Club will receive, in exchange for their membership certificates in the Club, a membership certificate in the Association, as more fully described in ARTICLE IV below.

NOW THEREFORE, the Constituent Entities hereby agree that the Club shall be merged with and into the Association in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Plan of Merger as of the Effective Date (defined below).

ARTICLE I.
THE CONSTITUENT ENTITIES

The names of the Constituent Entities to the merger are ST. ANDREWS COUNTRY CLUB, INC., a Florida Not For Profit Corporation and ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida Not For Profit Corporation. On the Effective Date, the Club shall be merged into the Association, in accordance with the Act. The Association shall be the surviving corporation and shall be governed by the laws of the State of Florida.

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ARTICLE II.
TERMS AND CONDITIONS OF MERGER

On the Effective Date, the Association, as the surviving corporation, shall assume and be liable for all of the Club's assets and liabilities. All property, real, personal and mixed, and all debts on whatever account, and all and every other interest of, or belonging to, or due to, each of the Constituent Entities shall be taken and deemed to be transferred to and vested in the Association without further vote, action or deed. All corporate acts, plans, policies, contracts, approvals and authorizations of the Club which were valid and effective prior to the Effective Date, shall be taken for all purposes as the corporate acts, plans, policies, contracts, approvals and authorizations of the Association. Neither the rights of creditors nor any liens upon such property shall be impaired by such merger; *provided however*, any rights of creditors with respect to any negative pledge made against property owned by the Club prior to the Effective Date (the "Prior Club Property") shall remain limited only to such Prior Club Property notwithstanding the merger, unless expressly consented to in writing by the Association. Each Constituent Entity has disclosed to the other its financial statements, tax returns, and schedule of assets for the immediately preceding five (5) years.

ARTICLE III.
STATEMENT OF CHANGES IN THE ARTICLES OF INCORPORATION

The Third Amended and Restated Articles of Incorporation of the Association are amended as shown in Exhibit "A" to this Plan of Merger (the "Amended and Restated Articles"), incorporated herein by reference. In addition to the Amended and Restated Articles, the Third Amended and Restated Declaration of Covenants and Restrictions for St. Andrews Country Club (the "Master Declaration") and the Fourth Amended and Restated By-Laws of St. Andrews Country Club Property Owners Association, Inc. (the "By-Laws"), are substantially revised, copies of which were provided to each member of the Club and the Association prior to the vote for adoption of this Plan of Merger (collectively the "Amendments to Governing Documents"). Approval of this Plan of Merger constitutes approval of such members of the adoption of the Amendments to Governing Documents. Such Amendments to Governing Documents constitute the Master Declaration and By-Laws of the Association, respectively, in accordance with the terms therein, and shall promptly be filed in the Public Records of Palm Beach County, Florida. Capitalized terms used, but not defined, in this Plan of Merger have the meaning given to such terms in the Amendments to Governing Documents.

ARTICLE IV.
MANNER AND BASIS FOR CONVERTING MEMBERSHIPS

On the Effective Date, the Association shall exchange the membership certificates of existing members in the Club for corresponding certificates in the Association as follows:

Full Member	Full Member
Sports Member	Sports Member

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Tennis Members	Tennis Member
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Following the Effective Date, Association shall not offer Tennis Memberships or Sports Memberships, and shall not offer memberships to persons who are not Owners. All new Owners will be required to acquire and maintain in good standing a Full Membership in Association.

Full Members, Sports Members, if any, and Tennis Members, if any, shall be collectively referred to as Benefitted Members. Benefitted Members and certain other persons including, without limitation, persons holding "Use Rights", will have the right, pursuant to the terms and conditions of the By-Laws and Rules and Regulations of the Association to use and enjoy the Club's golf, tennis and clubhouse facilities (the "Club Common Property") which, after the filing and the recording of these Articles of Merger, shall, together with the other property of the Association, be titled in the name of the Association and constitute a part of the "Common Property" of the Association. Benefitted Members shall pay Benefitted Assessments in connection with the ownership and operation of the Club Common Property as further provided in the Amendments to Governing Documents. "Grandfathered Owners" shall not have any access to the Club Common Property whatsoever (including as a Guest of a Benefitted Member) and shall not pay Benefitted Assessments.

In addition to rights to use the Club Common Property, applicable Benefitted Members will have the opportunity to be paid the refundable portion of the Membership Contribution previously paid to the Club, and shall have certain preferences on dissolution of the Association as further provided in the Amendments to Governing Documents.

ARTICLE V. DIRECTORS, OFFICERS AND MANAGERS

On the Effective Date, the Directors of the Association shall consist of the nineteen (19) Transition Directors named in the Amended and Restated Articles. The terms of the Directors as well as the election of their successors by general election, shall be in accordance with the Amendments to Governing Documents. On the Effective Date and until the first annual meeting thereafter, the then-serving Presidents of each Constituent Entity shall serve as co-Presidents of the Association. Thereafter, the Board of Directors at its annual meeting shall elect from among its members, a President who shall recommend other officers of the Association subject to approval of the Board. These other officers shall include: an Executive Vice-President, a Vice-President, a Secretary and a Treasurer who, together with the President, shall serve until their successors shall be elected. Further details regarding the Board of Directors and officers shall be as provided in the Amendments to Governing Documents.

ARTICLE VI. VOTING RIGHTS

Each membership in the Association shall be entitled to one (1) vote for each Lot owned by the applicable Member(s) in connection with Association matters to be voted upon by Members other than those related to the Club Common Property. With respect to Club Common Property matters to be voted upon, each Full Membership shall be entitled to two (2) votes, each

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Sports Membership, if any, shall be entitled to one (1) vote and each Tennis Membership, if any, shall be entitled to one (1) vote.

ARTICLE VII.
SUPPLEMENTARY ACTION

If at any time after the Effective Date, any further assignments or assurances or any other things are necessary or desirable to vest or to perfect, confirm or record in Association the title to any property or rights of either of the Constituent Entities, or otherwise to carry out the provisions of this Plan of Merger, the then current proper directors, officers, or members of the respective Constituent Entities shall execute and deliver any and all proper deeds, assignments and assurances, and do all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Association and otherwise to carry out the purposes and provisions of this Plan of Merger.

ARTICLE VIII.
EFFECTIVE DATE

The merger of the Club into the Association shall become effective at 11:59 p.m. on December 31, 2023. The date upon which such merger shall become effective is the "Effective Date".

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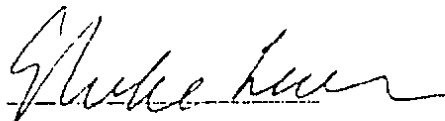
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IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

ST. ANDREWS COUNTRY CLUB, INC.

ST. ANDREWS COUNTRY CLUB
PROPERTY OWNERS ASSOCIATION, INC.

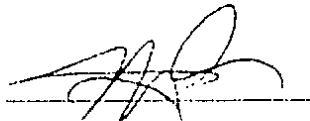
By



Mike Leven, President

Dated: December 6, 2023

By



Jeffrey Cannon, President

Dated: December 6, 2023

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EXHIBIT "A"

Substantial Rewording.

See Second Amended and Restated Articles of Incorporation of
St. Andrews Country Club Property Owners Association, Inc.
for Current Text.

THIRD AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)
Adopted as of November 28, 2023

PREAMBLE

These Third Amended and Restated Articles of Incorporation ("Articles") of St. Andrews Country Club Property Owners Association, Inc., a Florida corporation not for profit ("Association"), have been duly adopted by a majority of the Directors at a meeting duly held on September 26, 2023, and by more than 51% of the members present at the special meeting of the members duly noticed and held on November 28, 2023, which was sufficient for approval of the amendments and these Articles. These Articles replace the Second Amended and Restated Articles of St. Andrews Country Club Property Owners Association, Inc. dated as of March 3, 1996 in their entirety.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned do hereby make, subscribe and acknowledge that they have voluntarily associated themselves together for the purpose of forming the Association as a Florida corporation not for profit, and do hereby certify the following as the Third Amended and Restated Articles of Incorporation of the Association.

ARTICLE I
NAME

The name of the corporation shall be ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., (the "Association").

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association will be located at 17557 Claridge Oval West, Boca Raton, Florida 33496.

ARTICLE III
REGISTERED AGENT AND REGISTERED OFFICE

Kopelowitz Ostrow Ferguson Weiselberg Gilbert whose address is One West Las Olas Blvd., Suite 500, Fort Lauderdale, FL 33301, is hereby appointed the registered agent of the Association, and the foregoing address is designated as the registered office of the Association.

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Substantial Rewording.

See Second Amended and Restated Articles of Incorporation of
St. Andrews Country Club Property Owners Association, Inc
for Current Text.

ARTICLE IV PURPOSE

A certain Third Amended and Restated Declaration of Covenants and Restrictions for St. Andrews Country Club either now has, or will be, recorded in the Public Records of Palm Beach County Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All terms used herein which are defined in the Declaration shall have the same meaning herein as therein. This Association is organized to serve as the association of Lot Owners in St. Andrews Country Club for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting and providing adequate and proper maintenance of St. Andrews Country Club for the benefit of all Owners thereof; to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida; its By-Laws, these Articles, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Association's capacity as a homeowners association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its Members as it may deem proper.

ARTICLE V POWERS

The powers of the Association shall include and 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 these Articles and, in addition, all of the powers set forth in the Declaration, which are not in conflict with applicable law.
2. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:
 - (a) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, in accordance with the Declaration;
 - (b) To fix, levy, collect and enforce payment by any lawful means, all charges, fines or Assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
 - (c) To use the proceeds of Assessments in the exercise of its powers and duties;
 - (d) To borrow money from time to time for Association purposes;
 - (e) To dedicate, sell, lease or transfer all or any part of the Association property or Common Property to any public or private agency, authority or utility for such purposes as may be deemed advisable by the Board of Directors, including the

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Substantial Rewording.

See Second Amended and Restated Articles of Incorporation of
St. Andrews Country Club Property Owners Association, Inc
for Current Text.

leasing of portions of the Association Property or Common Property for cable
television towers, satellite dish and/or transmission lines and related facilities;

- (f) To purchase insurance pursuant to the Declaration;
- (g) To reconstruct improvements upon its property after casualty, and to further
improve the Common Property;
- (h) To promulgate and amend the Rules and Regulations with respect to the use of the
Property;
- (i) To enforce, by legal means, the provisions of the Governing Documents, as the
same may be amended from time to time;
- (j) To employ such personnel and contractors to perform the services required for
proper management of the Association;
- (k) To maintain any surface water management system approved by the South Florida
Water Management District;
- (l) To maintain, repair, replace and otherwise deal with all property within the
Property;
- (m) To enter into long term agreements; and
- (n) To possess, enjoy and exercise all powers necessary to implement, enforce, and
carry into effect the powers described above, including the power to acquire, hold,
convey and deal in real and personal property, including all other rights and
powers which may now or hereafter be allowed or permitted by Florida law.

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ARTICLE VI MEMBERS AND VOTING RIGHTS

The qualification of the Members, as well as Benefitted Members, the manner of their
admission to membership and termination of such membership, and voting by Members and
Benefitted Members shall be as follows:

1. Each Owner shall be a Member upon acquisition of fee simple title to any Lot, by the
filing of record therefor a deed in the office of the Clerk of the Circuit Court in and for
Palm Beach County, Florida, evidencing such ownership. The foregoing is not intended
to include persons or entities who hold an interest as security for the performance of an
obligation. Additional memberships in the Association include the Benefitted
Memberships as further provided in the Declaration and By-Laws.
2. The Association has reserved the right to submit additional property to the Declaration
and upon such submission to designate the basis of ownership therein, which may create
additional memberships in the Association.
3. Membership in the Association shall be compulsory and shall continue until such time as
the Member transfers or conveys of record the fee simple interest in the Lot upon which

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St. Andrews Country Club Property Owners Association, Inc
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membership in the Association is based on the interest is transferred and/or conveyed by operation of law. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declaration.

4. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot. The properties, funds and assets of the Association shall be held or used for the benefit of the Members and for the purposes authorized herein, in the Declaration and in the By-Laws.
5. Each membership in the Association shall be entitled to one (1) vote for each Lot owned by the applicable Member(s) in connection with Association matters to be voted upon by Members other than those related to the Club Common Property. When more than one person holds an ownership interest in a Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.
6. Each Benefitted Membership shall be entitled to the number of votes provided for in the By-Laws in connection with matters to be voted upon by Benefitted Members related to the Club Common Property.

ARTICLE VII BOARD OF DIRECTORS

Except as provided in this Article VII regarding Transition Directors, the affairs of the Association shall be managed by a Board of Directors (hereinafter sometimes referred to as the "Board") consisting of not less than nine (9) nor more than fifteen (15) members, such number to be determined by the Board of Directors from time to time as set forth in the By-Laws. Directors shall be elected by Members in the manner in accordance with the method provided for in the By-Laws, as the same shall be constituted from time to time. All Directors must be Members.

The names and post office addresses of the nineteen (19) Directors as of the date of these Articles (collectively referred to as "Transition Directors") are set forth below.

The following eight (8) Transition Directors are current Directors elected by the Association prior to the date these Articles are adopted and shall serve for the remainder of the term for which they were elected prior to the date these Articles are adopted.

<u>NAME</u>	<u>ADDRESS</u>
Jeffrey Cannon	17557 Claridge Oval West Boca Raton, FL 33496
Joe Wasch	17557 Claridge Oval West Boca Raton, FL 33496
William Levy	17557 Claridge Oval West Boca Raton, FL 33496
Jeff Cohen	17557 Claridge Oval West Boca Raton, FL 33496
Jon M. Vogel	17557 Claridge Oval West Boca Raton, FL 33496
Ken Traub	17557 Claridge Oval West Boca Raton, FL 33496

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Substantial Rewording.

See Second Amended and Restated Articles of Incorporation of
St. Andrews Country Club Property Owners Association, Inc
for Current Text.

Carin Boris

17557 Claridge Oval West Boca Raton, FL 33496

Gary Kurstin

17557 Claridge Oval West Boca Raton, FL 33496

The following eleven (11) Transition Directors are current governors elected by St. Andrews Country Club, Inc. (the "Club"), prior to the date these Articles are adopted and shall serve until the next annual meeting following the expiration of the term for which they were elected to serve as governors of the Club prior to the date these Articles are adopted.

<u>NAME</u>	<u>ADDRESS</u>
Mike Leven	17557 Claridge Oval West Boca Raton, FL 33496
Michael Block	17557 Claridge Oval West Boca Raton, FL 33496
Robin Milich	17557 Claridge Oval West Boca Raton, FL 33496
Lisa Palumbo	17557 Claridge Oval West Boca Raton, FL 33496
Martin Klepper	17557 Claridge Oval West Boca Raton, FL 33496
Ronald Hoffner	17557 Claridge Oval West Boca Raton, FL 33496
William Domico	17557 Claridge Oval West Boca Raton, FL 33496
Eric Press	17557 Claridge Oval West Boca Raton, FL 33496
Barry Swidler	17557 Claridge Oval West Boca Raton, FL 33496
Mark Satran	17557 Claridge Oval West Boca Raton, FL 33496
Mindy Goldman	17557 Claridge Oval West Boca Raton, FL 33496

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ARTICLE VIII OFFICERS

During the period commencing on the effective date of the merger of the Club with and into the Association and until the first annual meeting thereafter, the respective Presidents of the Association and Club shall serve as co-Presidents. Thereafter, the officers of the Association shall be elected by the Board of Directors, in accordance with the By-Laws and, under the direction of the Board, shall carry out those duties assigned to them by the By-Laws. The officers elected by the Board shall consist of a President, an Executive Vice-President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board shall appoint. Officers will be elected annually to hold office until the next annual meeting of the Board or until their successors are elected and qualified. All elected officers must be Members. Notwithstanding the foregoing sentence, the Directors may provide for and appoint such unelected officers, agents, supervisory personnel or employees of the Association as they shall see fit, none of whom need be Members.

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Substantial Rewording.
See Second Amended and Restated Articles of Incorporation of
St. Andrews Country Club Property Owners Association, Inc
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ARTICLE IX DISSOLUTION OF THE ASSOCIATION

Upon dissolution of the Association, other than incident to a consolidation or merger, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. There shall be dedicated to any applicable municipal or other governmental authority any property determined by the Board of Directors to be appropriate for such dedication, provided the authority is willing to accept the dedication; except that if the dedication is refused, the property consisting of the surface water management system shall be dedicated to a similar non-profit corporation.
2. Remaining assets constituting the General Common Property shall be distributed among the Members, subject to the limitations set forth below, as tenants in common, each Members' share of the assets to be determined in accordance with its voting rights.
3. Remaining assets constituting the Club Common Property shall be distributed among the Benefitted Members, subject to the limitations set forth below, as tenants in common, each Benefitted Members' share of the assets to be determined in accordance with its voting rights.
4. The Association may be dissolved upon a resolution to that effect being recommended by all of the members of the Board of Directors and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import.

ARTICLE X BY-LAWS

The By-Laws were adopted by the Board of Directors and the Members, and may be amended, altered or rescinded as set forth therein. No amendment shall be made to the By-Laws that is in conflict with these Articles or the Declaration.

ARTICLE XI PROHIBITION AGAINST ISSUANCE OF STOCK AND DISTRIBUTION OF INCOME

The Association shall never have or issue any shares of stock, nor shall the Corporation distribute any part of its income, if any, to its Members, Directors or officers. Nothing herein, however, shall be construed to prohibit the Association from making any payments or distributions to Members of benefits, monies or properties permitted by Section 617.001, Florida Statutes.

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See Second Amended and Restated Articles of Incorporation of
St. Andrews Country Club Property Owners Association, Inc
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ARTICLE XII
INDEMNIFICATION OF DIRECTORS, OFFICERS, MANAGERS,
A.R.B. MEMBERS, COMMITTEE MEMBERS & BOARD MEMBERS.

Every Director, officer, manager, A.R.B. member, and committee member of Association shall be indemnified by the Association against all expenses and liability, including without limitation, counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding to which such person may be a party or in which such person may become involved by reason of being or having been a Director, officer, manager, A.R.B. member, or committee member (whether or not a Director, officer, manager, A.R.B. member, or committee member at the time such expenses are incurred); provided, however, that the Association shall have no obligation to indemnify a Director, officer, manager, A.R.B. member, or committee member that has been adjudged guilty of a crime in the performance of their duties or otherwise been found by a court of competent jurisdiction to have been grossly negligent or committed an act of willful misfeasance or malfeasance in the performance of their duties. In the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, officer, manager, A.R.B. member, or committee member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer, manager, A.R.B. member, or committee member, or others may be entitled under the Declaration, By-Laws, or otherwise.

ARTICLE XIII
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, trust or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be valid unless such contract or transaction has been approved by the Association in compliance with applicable law, and any such contract or transaction which is not approved in compliance with applicable law shall be voidable by the Association solely for this reason.

ARTICLE XIV
SUBSCRIBERS

The names and post office addresses of the subscribers to the original Articles of Incorporation of the Association are as provided therein, which were filed on March 17, 1982, as Document No. 762447 with the Florida Division of Corporations.

ARTICLE XV
AMENDMENT

These Articles may be amended from time to time by resolution adopted by a majority of the Board of Directors and either: (i) approved by an affirmative vote of a majority of the Votes Cast at any duly convened meeting of the Members called at least in part to consider such

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Substantial Rewording.
See Second Amended and Restated Articles of Incorporation of
St. Andrews Country Club Property Owners Association, Inc
for Current Text.

amendment; or (ii) approved by written consent of the Members representing a majority of the
Total Voting Interests.

**ARTICLE XVI
CONSTRUCTION TO BE CONSISTENT WITH
DECLARATION OF COVENANTS AND RESTRICTIONS**

These Articles and the By-Laws shall be construed, in cases of any ambiguity or lack of
clarity, to be consistent with the provisions of the Declaration. In the event of any conflict
between the terms of the Declaration, the By-Laws, or these Articles, the following order of
priority shall apply: (1) the Declaration, (2) these Articles, and (3) the By-Laws.

**ARTICLE XVII
DURATION**

The Association shall have perpetual existence.

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COUNTY OF ALFALFA, CALIF.

Fax Audit No. H23000424700 3

Substantial Rewording.

See Second Amended and Restated Articles of Incorporation of
St. Andrews Country Club Property Owners Association, Inc
for Current Text.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Palm Beach
County, Florida, this 7 day of December, 2023.

Witnesses:

ST. ANDREWS COUNTRY CLUB
PROPERTY OWNERS ASSOCIATION,
INC., a Florida not for profit corporation

Mare D. Ray

Signature

Mare D. Ray
Printed Name:

By:

Jeffrey Cannon
Printed Name: Jeffrey Cannon
Title: President

2023 DEC 13 AM 10:13
FILED
NOTARY PUBLIC, FL

Regina Welch
Signature

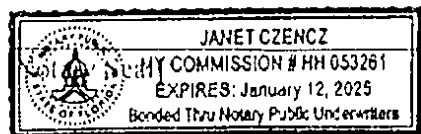
Regina Welch
Printed Name:

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 7 day of December, 2023, by Jeffrey Cannon, as President of ST.
ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC.,



Janet Czencz
Notary Public

Name typed, printed or stamped

My Commission Expires: 1/12/2025

Fax Audit No. H23000424700 3

Substantial Rewording.
See Second Amended and Restated Articles of Incorporation of
St. Andrews Country Club Property Owners Association, Inc
for Current Text.

Witnesses:

ST. ANDREWS COUNTRY CLUB
PROPERTY OWNERS ASSOCIATION,
INC., a Florida not for profit corporation

Marc D. Ray
Signature

Marc D. Ray
Printed Name:

By: Arlene Klepper
Printed Name: Arlene Klepper
Title: Secretary

Regina Welch
Signature

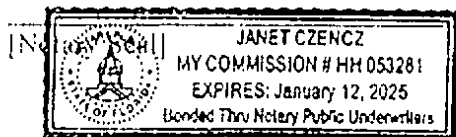
Regina Welch
Printed Name:

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 7 day of December, 2023, by Arlene Klepper, as Secretary of ST.
ANDREWS COUNTRY CLUB PROPERTY-OWNERS ASSOCIATION, INC..



Janet Czencz
Notary Public

Name typed, printed or stamped

My Commission Expires: 1/12/2025

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NOTARY PUBLIC, FL