

763362

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H22000001099 3)))



H220000010993ABCX

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)617-6380

From: Account Name : CAPITOL SERVICES, INC.
Account Number : I20160000017
Phone : (855)498-5500
Fax Number : (800)432-3622

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2022 JAN -3 PM 4: 11

FILED

MERGER OR SHARE EXCHANGE
BOCA GROVE PLANTATION PROPERTY OWNER'S ASSOCIATION, P.A.

***PLEASE PROVIDE THE ORIGINAL SUBMISSION DATE OF 1/3/2022

Table with 2 columns: Description and Value. Rows include Certificate of Status (0), Certified Copy (1), Page Count (14), and Estimated Charge (\$78.75).

***CLIENT IS FILING THE AMENDED & RESTATED ARTICLES RIGHT AFTER THIS IS IT THEY WANT THE PAGES AS PART OF THIS FILING AS REFERENCE IT'S PART OF THEIR PLAN OF MERGER, AND IS NOT SIGNED. THANKS!

***PLEASE FILE FIRST, PRIOR TO AMENDMENT FOR BOCA GROVE PLANTATION PROPERTY OWNER'S ASSOCIATION, P.A.

Electronic Filing Menu

Corporate Filing Menu

Help

JAN 05 2022

S. PRATHER

850-617-6381

1/4/2022 11:11:28 AM PAGE 1/001 Fax Server



January 4, 2022

FLORIDA DEPARTMENT OF STATE

Division of Corporations

BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INCORPORATED
707 NORTH FLAGLER DRIVE
WEST PALM BEACH, FL

SUBJECT: BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INCORPORATED
REF: 752498

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The name of the entity listed on the fax cover sheet and the name of the entity listed in the document must be identical. Please amend the document or the fax cover sheet accordingly.

Any Florida entity listed as a party to a merger must have an active Florida registration on our records or the merger cannot be filed. A review of our records indicates a Florida party is no longer active on our records. Please refer to the enclosed computer printout.

Cannot file Amended and Restated Articles of Incorporation with a Merger filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Stacy Prather
Regulatory Specialist III

FAX Aud. #: H22000001099
Letter Number: 522A00000159

FILED
2022 JAN -3 PM 4: 11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF
BOCA GROVE GOLF AND TENNIS CLUB, INC. 7e3361
A Florida Not for Profit Corporation
into

BOCA GROVE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC. 7e3362
A Florida Not for Profit Corporation

BOCA GROVE GOLF AND TENNIS CLUB, INC. ("Club") and BOCA GROVE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC. ("BGPOA" 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 BGPOA, 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 Plan of Merger attached hereto as Exhibit "A" (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 April 27, 2021, with resolutions directing that it be submitted for a vote of the members of the Club. Members of the Club duly approved these Articles of Merger and the Plan of Merger by a consent vote of the members of the Club as of July 8, 2021 by a vote of 290 to 31.

3. The Plan of Merger was adopted by the Board of Directors of BGPOA at a meeting held on April 27, 2021, with resolutions directing that it be submitted for a vote of the members of BGPOA. Members of BGPOA duly approved these Articles of Merger and the Plan of Merger by a consent vote of the members of BGPOA as of July 8, 2021 by a vote of 292 to 29.

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

5. The date upon which such merger shall become effective is December 31, 2021 (the "Effective Date").

6. Prior to the Effective Date, the Surviving Corporation was known as BOCA GROVE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC. Thus, the name of the Surviving Corporation shall be changed from Boca Grove Plantation Property Owner's Association, Inc. to Boca Grove Property Owner's Association, Inc as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

Dated this 8 day of July, 2021.

BOCA GROVE GOLF AND TENNIS CLUB, INC.

By Marc Gullman
Marc Gullman, President

Dated: July 8, 2021

BOCA GROVE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC.

By Marc Gullman
Marc Gullman, President

Dated: July 8, 2021

2022 JAN - 3 PM 4: 11
CLERK OF STATE
TALLAHASSEE, FLORIDA

FILED

EXHIBIT "A"
PLAN OF MERGER

This PLAN OF MERGER is dated the 27th day of April 2021 ("**Plan Date**"), between BOCA GROVE GOLF AND TENNIS CLUB, INC. ("**Club**" or "**Former Club**") and BOCA GROVE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC. ("**BGPOA**"), 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, BGPOA 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 Directors of the Club and the Board of Directors of BGPOA each deem it advisable and in the best interests of the Club and BGPOA, respectively, that the Club be merged with and into BGPOA 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 Directors of the Club and BGPOA each adopted a resolution approving this Plan of Merger and directing that it be submitted to a vote of its respective members;

NOW THEREFORE, the Constituent Entities hereby agree that the Club shall be merged with and into BGPOA 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 BOCA GROVE GOLF AND TENNIS CLUB, INC., a Florida Not For Profit Corporation and BOCA GROVE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC., a Florida Not For Profit Corporation. On the Effective Date, the Club shall be merged into BGPOA, in accordance with the Act. BGPOA shall be the surviving corporation and shall be governed by the laws of the State of Florida.

ARTICLE II.
TERMS AND CONDITIONS OF MERGER

On the Effective Date, BGPOA, 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 BGPOA 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 BGPOA. Neither the rights of creditors nor any liens upon such property shall be impaired by such merger. Each Constituent Entity has disclosed to the other its financial statements, tax returns, and schedule of assets for the immediately preceding five (5) years.

A copy of the form of Amended and Restated Articles of Incorporation of Boca Grove Property Owner's Association, Inc. (which, upon filing the Articles of Merger pursuant to F.S. 617.1105, was formerly known as Boca Grove Plantation Property Owner's Association, Inc.) is attached hereto as Exhibit "A" to this Plan of Merger and incorporated herein by reference (the "**Amended and Restated Articles**"), which shall be filed with the Florida Secretary of State immediately following the filing of the Articles of Merger pursuant to F.S. 617.1105. In addition to the Amended and Restated Articles, the First Amended and Restated Declaration of Protective Covenants and Restrictions for Boca Grove (the "**Master Declaration**") and the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. (which, upon filing the Articles of Merger pursuant to F.S. 617.1105, was formerly known as Boca Grove Plantation Property Owner's Association, Inc.) (the "**Amended and Restated By-Laws**"), are substantially revised, copies of which were provided to each member of the Club and BGPOA 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 Amended and Restated Articles, Master Declaration, and Amended and Restated By-Laws, 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 Master Declaration and/or Amended and Restated By-Laws.

ARTICLE III.
MANNER AND BASIS FOR CONVERTING MEMBERSHIPS

On the Effective Date:

(1) All members of the Former Club who are members of BGPOA will remain members of BGPOA and their memberships in the Former Club will be merged into their memberships in BGPOA, with rights, privileges, responsibilities and payment obligations consistent with the applicable class of Membership as further detailed in the Amendments to Governing Documents. All such payment obligations will be secured by the Surviving Corporation's right to place a lien on such member's Dwelling Unit;

(2) Social Members of the Former Club as of the Effective Date may be recognized by BGPOA as "Members with Grandfathered Status"; provided however, if a Member with Grandfathered Status ceases to own the Dwelling Unit owned as of the Effective Date, such Member shall have permanently relinquished such status regardless of whether such Member thereafter acquires the same or any other Dwelling Unit; and

(3) BGPOA shall not offer Social Memberships. All new Owners will be required to acquire and maintain in good standing a Membership in accordance with the Amendments to Governing Documents.

ARTICLE IV.
DIRECTORS, OFFICERS AND MANAGERS

Each Director serving on the Board as of the Effective Date shall continue to serve on the Board in such capacity for the remainder of his respective term. 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. The Board of Directors at its annual meeting shall elect from among its members, a President, as well as other Officers. These other Officers shall include: the Vice-President(s), a Treasurer and a Secretary and who, together with the President, shall comprise the Executive Committee and who 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 V.
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 BGPOA 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 BGPOA and otherwise to carry out the purposes and provisions of this Plan of Merger.

ARTICLE VI.
EFFECTIVE DATE

The merger of the Club into BGPOA shall become effective on December 31, 2021 (the "Effective Date").

[SIGNATURES ON FOLLOWING PAGE]

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.

BOCA GROVE GOLF AND TENNIS CLUB, INC.

BOCA GROVE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC.

By Marc Gullman
Marc Gullman, President

Dated: July 8, 2021

By Marc Gullman
Marc Gullman, President

Dated: July 8, 2021

Exhibit "A"
FORM OF AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.
(A Corporation Not For Profit f/k/a Boca Grove Plantation Property Owner's Association, Inc.)

(Attached)

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	DEFINITIONS	1
ARTICLE II	NAME AND PRINCIPAL ADDRESS	3
ARTICLE III	PURPOSES	3
ARTICLE IV	POWERS	3
ARTICLE V	MEMBERS	4
ARTICLE VI	TERM	4
ARTICLE VII	OFFICERS	4
ARTICLE VIII	BOARD OF DIRECTORS	4
ARTICLE IX	INDEMNIFICATION	5
ARTICLE X	BY-LAWS	5
ARTICLE XI	AMENDMENTS	5
ARTICLE XII	REGISTERED OFFICE AND REGISTERED AGENT	5
ARTICLE XIII	SUCCESSOR ENTITIES	5

AMENDED AND RESTATED ARTICLES OF INCORPORATION**OF****BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**

(a Florida Not-For-Profit Corporation f/k/a Boca Grove Plantation Property Owner's Association, Inc.)
(originally incorporated on May 19, 1982)

The undersigned hereby certify that the following Amended and Restated Articles of Incorporation of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation, f/k/a Boca Grove Plantation Property Owner's Association, Inc. (the "*Corporation*" or "*BGPOA*"), were adopted by the Board of Directors of the Corporation (collectively, the "*Board*") at a meeting duly called and held for such purpose on April 27, 2021.

Prior to the date hereof, the Corporation was governed pursuant to the Articles of Incorporation of the Corporation dated as of July 13, 1993, as amended to date (collectively, the "*Prior Articles*"). These Amended and Restated Articles of Incorporation (these "*Articles*") amend, restate, supersede, and replace, in their entirety, the Prior Articles, including, among other things, changing the name of the Corporation from "Boca Grove Plantation Property Owner's Association, Inc." to "Boca Grove Property Owner's Association, Inc.", all effective as of January 1, 2022 (the "*Effective Date*").

ARTICLE I**DEFINITIONS**

The following words and phrases when used in these Articles (unless the context shall prohibit) shall have the following meanings. Any capitalized term not defined in these Articles shall have the meaning given to such terms in the Declaration and/or the By-Laws (each as defined below).

"*Acts*" means, individually or collectively (as applicable), Florida Statutes, Chapter 617 and Chapter 720 (both in their present form or as they may be amended, superseded, or otherwise modified from time to time, including any and all successor legislation thereto, any rules and regulations promulgated thereunder, and interpretation thereof by any governmental authority with the force of law), which are hereby incorporated fully herein by this reference for all purposes. Except to the extent a provision of these Articles is expressly prohibited, invalid, illegal, or otherwise ineffective under either of the Acts or under any other applicable law, these Articles shall govern, even when inconsistent with, or different than, the provisions of the Acts or any other applicable law. To the extent any provision of these Articles is prohibited, invalid, illegal, or otherwise ineffective under either of the Acts or under any other applicable law, these Articles shall be deemed amended to the smallest degree possible in order to make such provision effective under the Acts (or under such other applicable law, as applicable). If either of the Acts (or such other applicable law, as applicable) is subsequently amended, superseded, or interpreted in such a way as to validate, allow, or permit a provision of these Articles that was formerly prohibited, invalid, illegal, or otherwise ineffective, such provision of these Articles shall be considered to be valid and reincorporated into these Articles from and as of the effective date of such interpretation or amendment.

"*Articles*" means this document, in its present form or as may be amended, restated, supplemented, or otherwise modified from time to time, pursuant to the terms, and subject to the conditions, herein set forth.

"*Board*" or "*Board of Directors*" means the Board of Directors of the Corporation.

"*By-Laws*" means the By-Laws of the Corporation.

"*Common Property*" means, collectively, such portions of the Nonresidential Property as are dedicated to BGPOA in the Plat or a Replat or conveyed to BGPOA, and specifically includes Tracts P, Q, R, and S of Boca Grove and private roadways as shown on the Plat, as well as the Country Club Area.

"Country Club Area" means collectively the Recreation Area and the Golf Property.

"Declaration" means that certain First Amended and Restated Declaration of Protective Covenants and Restrictions for Boca Grove, dated as of January 1, 2022, and recorded in Official Record Book 33177, Page 1515, Public Records of Palm Beach County, Florida (the "**County**").

"Director" means a current member of the Board.

"Documents" means, in the aggregate the Plat, all Replats, the Declaration, all Replat Declarations, these Articles, the By-Laws, the Residential Property Rules, the BGPOA Rules, the Builders' Rules, the ACC Rules, and all of the instruments and documents referred to therein or referred to herein, each as they may be amended, restated, supplemented, or otherwise modified from time to time.

"Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed in Boca Grove, including, without limitation, a detached single-family home, an attached or detached patio home, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any apartment-type unit contained in any multi-unit, multi-story, residential building and, regardless of whether any of the foregoing are subject to fee simple, cooperative, condominium, rental, or other forms of ownership and possession.

"Dwelling Unit Owner" means the owner or owners of the fee simple title to a Dwelling Unit.

"Institutional Mortgagee" means (a) any leading institution having a first mortgage lien upon a Lot or Dwelling Unit including any of the following institutions: a federal or state savings and loan or building and loan association, or commercial bank doing business in the State of Florida, or real estate investment trust or bank, or mortgage banking company or any subsidiary thereof doing business in the State of Florida; (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Dwelling Unit; (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; (d) any and all investing or lending institutions, or the successors and assigns of such lenders which have loaned money to BGPOA and which hold a mortgage upon any portion of the Property securing such a loan; (e) such other lenders as BGPOA shall hereafter approve in writing which have acquired a mortgage upon a Lot or Dwelling Unit; or (f) a life insurance company doing business in the State of Florida.

"Lot" means each of the Lots in the Plat, recorded in Plat Book 43, Page 179, the Plat of Island in the Grove, recorded in Plat Book 60, Page 178, and Page 160, upon which a Residence may be constructed.

"Lot Owner" means the owner or owners of the fee simple title to a Lot.

"Nonresidential Property" means the portions of Boca Grove which are designated in the Declaration, a Replat, or a Replat Declaration to be used or maintained for purposes other than having Dwelling Units constructed thereon and, where the context so requires, any improvements contained thereon.

"Owners" means all Dwelling Unit Owners and all Lot Owners, collectively.

"Plat" means the instrument entitled BOCA GROVE PLANTATION as recorded in Plat Book 43, Page 179 of the Public Records of the County, a copy of which is attached as Exhibit B to the Declaration.

"Replat" means an instrument filed of record in the Public Records of the County in the manner required by law.

"Replat Declaration" means a document containing a declaration of covenants, restrictions, and conditions and any supplements or amendments thereto which may be recorded amongst the Public Records

of the County with respect and applicable to a portion of Boca Grove which is included in a particular Replat or Replats or a portion thereof.

"Residential Property" means the Lots and any portion of the Property so designated in the Declaration or any amendment to the Declaration, as applicable and collectively, all those portions of the Property upon which Dwelling Units may be constructed.

"Residential Tracts" means Tracts B, C, and D as shown on the Plat of Boca Grove, and all of the aforesaid Plats of Island in the Grove and The Estates in the Grove.

ARTICLE II

NAME AND PRINCIPAL ADDRESS

The name of the Corporation shall be Boca Grove Property Owner's Association, Inc., with its principal address located at 21351 Whitaker Drive, Boca Raton, Florida 33433.

ARTICLE III

PURPOSES

The purpose for which the Corporation is organized is to take title to, administer, operate, and maintain the Common Property in accordance with the terms of the dedication set forth in the Plat, a replat or other instrument of conveyance, and the provisions of the Documents and to carry out the covenants and enforce the provisions of the Declaration.

ARTICLE IV

POWERS

The powers of the Corporation shall include and be governed by the following provisions:

A. The Corporation shall have all of the common law and statutory powers of a corporation not-for-profit.

B. The Corporation shall have all of the powers reasonably necessary to implement its purposes including, but not limited to, the following:

1. To do all of the acts required to be performed by it under the Documents.
2. To make, establish, and enforce rules and regulations governing the use of the Common Property and with respect to the construction of improvements on the Residential Property, as more particularly set forth in the Declaration and the By-Laws.
3. To (a) make, levy, and collect assessments and other charges for the purpose of obtaining funds from the Members to pay for the operational expenses of the Corporation (collectively, "**Corporation Expenses**") and the costs of collection thereof; and (b) use and expend the proceeds of assessments and other charges in the exercise of its powers and duties hereunder.
4. To maintain, repair, replace, and operate the Common Property (including, but not limited to, any Common Property to be maintained in a natural state, utilized for recreation purposes or utilized for drainage purposes) in accordance with the Documents and the P.U.D. requirements of the County applicable to Boca Grove.
5. To perform landscape maintenance on the Lots for a fee for any Owner desiring such service and to perform landscape maintenance on all or a portion of any Residential Tract for a fee if

the Owner thereof or any Association responsible for administering such portion of the Residential Tract desires such service.

6. To enforce, by legal means, the obligations of the Members and the provisions of the Documents.

7. To contract for professional management with a general manager of the Corporation, which may be an individual, corporation, partnership, or other entity, and to delegate certain powers and duties of the Corporation to such general manager.

ARTICLE V

MEMBERS

A. The qualification, duties, rights, privileges, obligations, classifications (if any), and liabilities of Members, the manner of their admission to Membership, the termination of such Membership, and voting by Members shall be as more particularly set forth in the Declaration and the By-Laws.

B. Each Member shall be entitled to the benefits of its respective Membership, pursuant to the terms and subject to the conditions set forth in the Documents, and shall be bound to abide by the provisions of the Documents.

ARTICLE VI

TERM

The Corporation shall have perpetual existence until it is dissolved and its affairs wound up in accordance with the Documents and the Acts.

ARTICLE VII

OFFICERS

A. The affairs of the Corporation shall be managed by the President of the Corporation, assisted by the several Vice Presidents, a Secretary, a Treasurer, and, if any, by Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

B. Annually, the Board, by majority vote, shall elect the President, the Secretary, and the Treasurer of the Corporation, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers of the Corporation as the Board shall, from time to time, determine by majority vote. The President shall be elected from amongst the Directors currently serving on the Board at the time of such election, but no other officer needs to be a Director. Any person may hold any number of offices simultaneously, provided the functions of such offices are not incompatible; provided, however, no person shall hold the office of the President while simultaneously holding any of the following offices: Vice President, Secretary, Treasurer or Assistant Secretary.

C. Any Officer may be removed by the Board, in the manner prescribed and more particularly set forth in the By-Laws.

ARTICLE VIII

BOARD OF DIRECTORS

The number of Directors serving on the Board at any given time shall be nine (9), except that the number of Directors may, from time to time, be reduced to either seven (7) or five (5) (or returned back to

nine (9)) upon the affirmative vote of a majority of the Board. The Directors shall be elected or appointed in the manner prescribed and more particularly set forth in the By-Laws.

ARTICLE IX
INDEMNIFICATION

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation, or any settlement thereof, whether or not he is a Director or officer at the time such expenses incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all right to which such Director or officer may be entitled by common law or statutory law.

ARTICLE X
BY-LAWS

The By-Laws may be adopted by the Board, and may be amended, restated, supplemented, rescinded, or otherwise modified in the manner provided for in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE XI
AMENDMENTS

These Articles may be amended or restated by the Board alone in the following manner:

A. Notice of the subject matter of any proposed amendment to these Articles shall be included in the notice of the meeting of the Board at which such proposed amendment is to be considered.

B. In order to constitute the Corporation's approval and adoption of any proposed amendment to these Articles, a written resolution approving a proposed amendment to these Articles shall be adopted by a majority vote of the Directors, certified to by the President of the Corporation, and attested to by the Secretary or Assistant Secretary of the Corporation.

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

D. A copy of each amendment to these Articles shall be certified by the Secretary of State of the State of Florida.

ARTICLE XII
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Corporation is 1905 Corporate Blvd. NW, Suite 310, Boca Raton, Florida 33431, and the registered agent of the Corporation at that address shall be Michelle Tanzler, Esq., who shall also be resident agent.

ARTICLE XIII
SUCCESSOR ENTITIES

In the event of the dissolution of the Corporation, or any successor entity thereto, as applicable, the

