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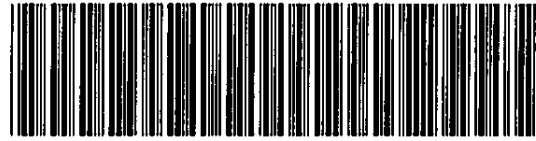
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July 12, 2007

Reply To:  
West Palm Beach  
Peter C. Mollengarden, Esq.  
Direct dial: (561) 820-2872  
PMollengarden@becker-poliakoff.com

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

**RE: Summer Chase Homeowners Association, Inc.**

Dear Sir/Madam:

Enclosed herein please find an **original** and **one copy** of a Certificate of Amendment to the Articles of Incorporation of **Summer Chase Homeowners 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,

**PETER C. MOLLENGARDEN**  
For the Firm

PCM/tr  
Enclosures

WPB\_DB: 321825\_1

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AFFILIATED OFFICES  
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\* by appointment only

CERTIFICATE OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
07 JUL 23 AM 10:31

The undersigned officers of Summer Chase Homeowners Association, Inc. do hereby certify that the following amendments to the Articles of Incorporation of said corporation are a true and correct copy as amended, pursuant to Article XIII thereof, by the membership at a duly called and noticed meeting of the members held 2/27/06. The amendment was adopted by the members and the number of votes cast for the amendment was sufficient for approval.

**SEE ATTACHED  
AMENDED AND RESTATED ARTICLES OF INCORPORATION  
FOR  
SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.**

\*\*\*\*\*

WITNESS my signature hereto this 20TH day of JUNE, 2007,  
at Palm Beach County, Florida.

SUMMER CHASE HOMEOWNERS  
ASSOCIATION, INC.

Stellie Spitz  
Witness STELLIE SPITZ

BY: Gerald Zank (SEAL)  
President

Joanna N. Tait  
Witness JOANNA N. TAIT

ATTEST: Bernard Solomon (SEAL)  
Secretary

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 20 day of June, 2007, by Donald Bank and Donald Salomon, as Pres. & Secy. and \_\_\_\_\_, respectively, of SUMMER CHASE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, ~~or~~ have produced \_\_\_\_\_ as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Ricky Kanter


(Signature)

RICKY KANTER

(Print Name)

Notary Public, State of Florida at Large

WPB\_DB: 318891\_1

NOTARY PUBLIC-STATE OF FLORIDA  
 RICKY F. KANTER  
Commission # DD549567  
Expires: JUNE 21, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 and 720 of the Florida Statutes, the undersigned hereby incorporates the Corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I  
DEFINITIONS**

1. **“Articles”** mean these Articles of Incorporation of Summer Chase Homeowners Association, Inc., and any amendments hereto
2. **“Association”** means Summer Chase Homeowners Association, Inc. a Florida corporation not for profit.
3. **“Association Expenses”** means the expenses for which owners are liable to the Association as described in the Summer Chase Documents and include, but are not limited to, the costs and expenses incurred by the Association in administrating, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Association Property or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties under the Summer Chase Documents.
4. **“Association Property”** means the property more particularly described in Paragraph B of Article II of the Declaration
5. **“Board”** means the Board of Directors of the Association
6. **“Bylaws”** mean the Bylaws of the Association and any amendments hereto.
7. **“County”** means Palm Beach County, Florida.
8. **“Declaration”** means the Declaration of Protective Covenants, Restrictions and Easements for Summer Chase, which is recorded amongst the Public Records of the County, and any amendments thereto.
9. **“Director”** means a member of the Board.

10. **"Lake Corporation"** means Cypress Woods Lake Maintenance Association, Inc. a Florida corporation not for profit
11. **"Lake Corporation Property"** means such portions of the Subject Property as more particularly described in the Master Declaration, which the Lake Corporation is required to cause to be maintained and which are intended to be conveyed to the Lake Corporation.
12. **"Lake Corporation Operating Expenses"** mean the expenses for which Owners are liable to the Lake Corporation as described in the Summer Chase Documents and include, but are not limited to, the costs and expenses incurred by the Lake Corporation in administering, operating, reconstructing, maintaining, repairing and replacing the Lake Corporation Property.
13. **"Lot"** means a portion of the "Subject Property" (as defined in the Declaration) as shown on the Plat, upon which a Residence is permitted to be erected.
14. **"Master Declaration"** means the Declaration of Protective Covenants Regarding Water Management Tracts and Conservation Areas of Cypress Woods, recorded in Official Records Book 6030, Page 765 of the Public Records of the County, as amended
15. **"Member"** means a member of the Association.
16. **"Owner"** means the Owner(s) of the fee simple title to a Lot.
17. **"Plat"** means the Plat of Cypress Woods II filed in Plat Book 62 at Page 147 of the Public Records of the County.
18. **"Residence"** means a detached single family home located on a Lot within the Subject Property.
19. **"Summer Chase"** means the planned residential community comprised of two hundred twenty-one (221) single family Lots, one (1) lake and a recreation area which is the subject of the Declaration.
20. **"Summer Chase Documents"** mean in the aggregate the Declaration, these Articles, the Bylaws, the Rules and Regulations of the Association, the Master Declaration, the Articles of Incorporation and Bylaws of the Lake Corporation, and all of the instruments and documents referred to therein or referred to herein, including , but not limited to, amendments to any of the foregoing, as applicable.

**ARTICLE II**  
**NAME**

The name of this corporation shall be SUMMER CHASE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose present address is 8335 Lake Cypress Road, Lake Worth, FL 33467.

**ARTICLE III**  
**PURPOSES**

The purposes for which this Association are organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in the Summer Chase Documents and to carry out the covenants and enforce the provisions of the Summer Chase Documents.

**ARTICLE IV**  
**POWERS**

The Association shall have the following powers and 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.
2. The Association shall have all of the powers to be granted to the Association in the Summer Chase Documents.
3. 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 perform any act required or contemplated by it under the Summer Chase Documents.
  - B. To make, establish, amend and enforce reasonable rules and regulations governing Summer Chase and the use of the Association Property.
  - C. To make, levy and collect assessments for the purpose of obtaining funds from its Members to pay Association Expenses and costs of collection, including the operational expenses of the Association and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.
  - D. To administer, manage and operate Summer Chase and to maintain, repair, replace and operate the Association Property in accordance with the Summer Chase Documents.

- E. To enforce by legal means the obligations of the Members and the provisions of the Summer Chase Documents.
- F. To employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional management certain powers and duties of the Association.
- G. To enter into the Declaration and any amendments thereto and instruments referred to therein.
- H. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Summer Chase in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Summer Chase.
- I. To be a "Voting Member" of the Lake Corporation, as defined in the Articles of Incorporation of the Cypress Woods Lake Maintenance Association Inc. ("Lake Corporation Articles"), in accordance with the Lake Corporation Articles and Bylaws of the Lake Corporation and other Summer Chase Documents, and to perform the functions and discharge the duties incumbent upon such membership including, but not limited to, designating one (1) Member who shall represent the Association as its "Representative" (as defined in the Lake Corporation Articles) at the membership meetings of the Lake Corporation as set forth in Paragraph V.D.1 of the Lake Corporation Articles.

**ARTICLE V**  
**MEMBERS AND VOTING**

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

1. Membership in the Association for Owners shall be established by the acquisition of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.



2. No member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.
3. There shall be only one (1) vote for each Lot. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a Husband and Wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the owners, the following provisions shall govern their right to vote:

- A. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.
- B. Where only one (1) Spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other Spouse, absent any prior written notice to the contrary by the other Spouse. In the event of prior written notice to the contrary to the Association by the other Spouse, the vote of said Lot shall not be considered.
- C. Where neither Spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either Spouse may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other Spouse or the designation of a different Proxy by the other Spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other Spouse, the vote of said Lot shall not be considered.
- D. A quorum shall consist of persons entitled to cast at least 30% of the total number of votes, including the absentee ballots.

**ARTICLE VI**  
**TERM**

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

**ARTICLE VII**  
**INCORPORATOR**

The name and address of the incorporator of these Articles is:

Merle D'Addario  
1151 Northwest 24<sup>th</sup> Street  
Pompano Beach, Florida 33064

**ARTICLE VIII**  
**OFFICERS**

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

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of the President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

**ARTICLE IX**  
**DIRECTORS**

1. The number of Directors shall be five (5) or seven (7), the number to be fixed at the Annual Election Meeting each year. If there are six (6) or fewer candidates, the Board will consist of five (5) Directors, but if there are more than six (6) candidates, the Board shall consist of seven (7) Directors.

2. Directors and officers must be Members of the Association or the resident spouse of a Member of the Association and except as otherwise provided by applicable law, not more than one person from the same family, household or home may serve as an Officer or Director simultaneously.

## **ARTICLE X INDEMNIFICATION**

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

## **ARTICLE XI BYLAWS**

The Bylaws may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

## **ARTICLE XII AMENDMENTS**

1. The Board shall adopt a Resolution setting forth a proposed Amendment directing that it be submitted to a vote at a meeting of the voting Members, which may be at the annual meeting, any regular meeting or any special meeting of the voting Members called for such purpose. In addition, the Board must adopt a Resolution setting forth proposed amendments directing that they be submitted to a vote at a meeting of the voting Members, upon the written request of twenty-five percent (25%) of all voting members of the Association. A proposed amendment shall be approved by a vote at a meeting of sixty-six and two-thirds percent (66 2/3%) of all Association voting Members, or by their written consent in lieu of a meeting as permitted by the Bylaws, which written consent will also require sixty-six and two-thirds percent (66 2/3%) of all

Association voting Members

2. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County

**ARTICLE XIII**  
**REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the registered office of the Association is 625 North Flagler Drive, 7<sup>th</sup> Floor, West Palm Beach, FL 33401, and the registered agent of the Association at that address shall be Becker & Poliakoff, P.A., provided, however, the Board of Directors may change the registered office and the registered agent from time to time.