

N 32159

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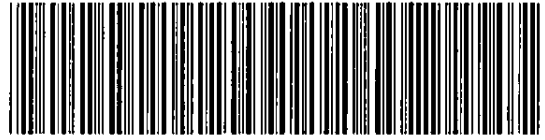
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FILED
2024 MAY -1 AM 11:43
SECRETARY OF STATE
TALLAHASSEE, FL

Amend.

MAY 16 2024

D CUSHING



CHELLE KONYK, ESQ.
THERESA M. LEMME, ESQ.
MICHAEL S. STEINER, ESQ.

February 21, 2024

Amendment Section
Division of Corporations
PO BOX 6327
Tallahassee, FL 32314

Articles of Amendment

SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.

DOCUMENT NUMBER: N32139


The attached Articles of Amendment are adopted as of February 1, 2024, and the fee of \$35.00 is submitted for filing.

Please return all correspondence to:

CHELLE KONYK, ESQ.
KONYK & LEMME PLLC
140 INTRACOASTAL POINTE DR.
STE 310
JUPITER FL 33477

For further information contact: Chelle Konyk at 561.935.6244

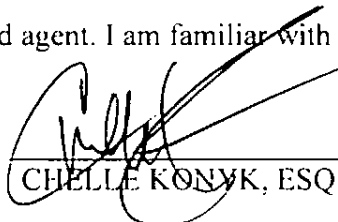
A vote of the members was required to adopt the amendments. The amendments were adopted by written consent in lieu of a meeting and the number of votes cast for the amendments was sufficient for approval.

By: 
Robert Sosnowski, President

By: 
Richard Lowenthal, Secretary

Name of Registered Agent:
CHELLE KONYK, ESQ.
KONYK & LEMME PLLC
140 INTRACOASTAL POINTE DR.; STE 310; JUPITER FL 33477

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.


CHELLE KONYK, ESQ., REGISTERED AGENT

FILED
2024 MAY - 1 AM 11:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 21, 2024

CHELLE KONYK, ESQ.
KONYK & LEMME PLLC
140 INTRACOASTAL POINTE DR., SUITE 310
JUPITER, FL 33477

SUBJECT: SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.
Ref. Number: N32139

We have received your document for SUMMER CHASE HOMEOWNERS ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The date of adoption of each amendment must be included in the document.

The Date of Adoption must be within the Amendment itself not on the cover letter.

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) 245-6050.

Diane Cushing
Operations Manager A

Letter Number: 324A00006172

This instrument prepared by:
Chelle Konyk, Esquire
Konyk & Lemme PLLC
140 INTRACOASTAL POINTE DR.
STE 310
JUPITER FL 33477
(561) 935.6244

FILED
2024 MAY -1 AM 11:43
SECRETARY OF STATE
PALM BEACH COUNTY

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation Not-For-Profit**

I HEREBY CERTIFY that the Second Amended and Restated Articles of Incorporation of Summer Chase Homeowners Association, Inc., attached as Exhibit "B" to this Certificate were adopted by the by the Members by Written Consent in Lieu of a Meeting, pursuant to Section 617.701(4)(a), Florida Statutes and its Articles of Incorporation. The original Declaration of Protective Covenants, Restrictions And Easements For Summer Chase Homeowners Association, Inc., is recorded in Official Record Book 6059 at Page 0778. et seq., of the Public Records of Palm Beach County, Florida.

adopted as of February 1, 2024

DATED this 21st day of February 2024

Signed in the presence of Witnesses as to
Both:

Association:
Summer Chase Homeowners Association, Inc.
A Florida Corporation Not-For-Profit

By: *Amanda Brown*

Print Name: Amanda Brown
140 Intracoastal Pt Dr #310
Jupiter FL 33477
Address of First Witness

By: *Robert Sosnowski*
Robert Sosnowski, President

By: *Mia Block*

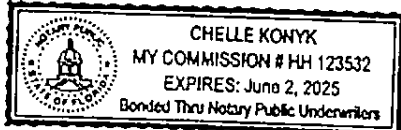
Print Name: Mia Block
140 Intracoastal PT Dr #310
Jupiter FL 33477
Address of Second Witness

By: *Richard Lowenthal*
Richard Lowenthal, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by [X] means of physical presence or [] online notarization this 21st day of February 2024 by Robert Sosnowski, President and Richard Lowenthal, Secretary of Summer Chase Homeowners Association, Inc., personal known to me, who executed the foregoing instrument. Both acknowledged to and before me that each executed said instrument with due and regular corporate authority and that said instrument is the free act and deed of the Association.

SEAL



[Signature]
Notary Public, State of Florida

EXHIBIT B
SECOND 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. All persons owning a vested percent interest in the fee title to a Residence within Summer Chase, as evidenced by a duly recorded instrument in the Public Records of Palm Beach County, Florida, shall be Members.
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 is 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 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.
4. 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 ORIGINAL INCORPORATOR

The name and address of the original incorporator of these Articles is:
Merle D'Addario; 1151 Northwest 24th 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 and Assistant Treasurer, 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 same person may hold two offices; 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), as determined by the Board prior to mailing the first notice of the election.
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 meetings 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 percent (60%) 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 approval of sixty percent (60%) 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 shall be designated by the Board of Directors.

The foregoing were adopted as the Articles of Incorporation of SUMMER CHASE HOMEOWNERS ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida.