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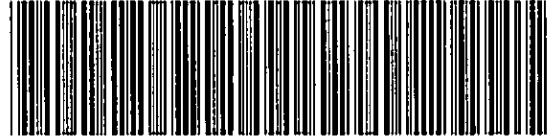
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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

November 3, 2021

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

SUBJECT: CHUKKER COVE HOME OWNERS ASSOCIATION, INC.  
Ref. Number: N34717

We have received your document for CHUKKER COVE HOME OWNERS ASSOCIATION, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

A certificate must accompany the Restated Articles of Incorporation setting forth one of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendments requiring member approval; OR (2) If the restatement contains an amendment requiring member approval, the date of adoption of the amendment by the members and a statement that the number of votes cast for the amendment was sufficient for approval.

Also the Date of Adoption and Registered Agent information has to be in the Amended and Restated Articles and not on the cover sheet.

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

Letter Number: 221A00026737

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF CHUKKER COVE  
HOME OWNERS ASSOCIATION, INC.  
(A CORPORATION NOT-FOR-PROFIT)

I. NAME

The name of this not-for-profit corporation shall be CHUKKER COVE HOME OWNERS ASSOCIATION, INC. (the "Association"), sometimes hereinafter referred to as the "Association".

II. PURPOSES

The general nature, objects and purposes of the Association are:

1. To promote the health, safety, and social welfare of the Owners of Property within that said residential area referred to as Chukker Cove and described in the Declaration of Covenants and Restrictions for Chukker Cove Homeowners Association, Inc. to be recorded in the Public Records of Palm Beach County, Florida.
2. To own and maintain, repair, and replace the general and/or Common Area, park, sidewalks and/or access paths, streets and other Common Area structures, landscaping, and other improvements in and/or benefiting the property for which the obligation to maintain and repair has been delegated and accepted.
3. To control the specifications, architecture, design, appearance, elevation, and location of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed, or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.
4. To insure compliance with the Master Land Use Plan under the Planned Unit Development ordinances of Palm Beach County, Florida, applicable to the Property.
5. To provide or provide for private security, fire protection and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto.
6. To operate without profit for the benefit of its members.
7. To perform all of the functions contemplated of the Association and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.
8. To insure compliance with the provisions of the Declaration of Master Covenants, Conditions and Restrictions of Palm Beach Polo and Country Club, and with the Articles of Incorporation, the By Laws, and the Rules and Regulations of the Palm Beach Polo and Country Club Property Owners' Association, Inc., as the same may be amended from time to time.
9. To insure compliance with the requirements of the Articles of Incorporation and the By Laws of First Wellington, Inc., as the same may be amended from time to time.

### III. GENERAL POWERS

The general powers that the Association shall have are as follows:

1. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.
2. To promulgate and enforce rules, regulations, by laws, covenants, restrictions, and agreements to effectuate the purposes for which the Association is organized.
3. To delegate power or powers where such is deemed in the interest of the Association.
4. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.
5. To fix assessments to be levied against Lots within the Property and the cost of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.
6. To charge recipients for services rendered by the Association and the user for use of Association Property where such is deemed appropriate by the Board of Directors of the Association.
7. To pay taxes and other charges, if any, on or against the Common Area or accepted by the Association.
8. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.
9. Maintain, repair, replace, operate, and manage the Association properties, including but not limited to the common irrigation system, and the Surface Water Management System as authorized by the South Florida Water Management District, including all retention areas, culverts, and related appurtenances, if any, including the right to reconstruct improvements after casualty and further to improve and add to the Association properties.
10. To join any elective association or partnership; any representative(s) shall be designated by vote of the Board of Directors.

### IV. MEMBERS

1. The Members shall consist of the Lot Owners in the Property and all such owners shall be Members of the Association.
2. "Developer", "Owner", "Lot" and any other defined terms used herein, and elsewhere in the Articles are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions for Chukker Cove Home Owners Association, Inc.
3. The Property consists of that certain real property situated in Palm Beach County, Florida, described on Exhibit A-1 attached hereto and made a part hereof.

### V. VOTING AND ASSESSMENTS

1. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons hold such interest or interests in any 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 Lot. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions For Chukker Cove Home Owners Association or By Laws, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the Members.
2. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration of Covenants and Restrictions For Chukker Cove Home Owners Association as supplemented by the provisions of the Articles and By Laws of the Association relating thereto.

#### VI. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of not more than five (5) Directors nor less than three (3) Directors pursuant to the By Laws.
2. The names of the members of the current Board of Directors are as follows:

#### VII. OFFICERS

1. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time, by resolution, create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By Laws. The names of the current officers who are to manage the affairs of the Association are:

President: Lance Goodwin

Vice President: Marc Powell

Secretary: Joan Jacobs

Treasurer: Leslie Coolidge

#### VIII. CORPORATE EXISTENCE

The Association shall have perpetual existence.

#### IX. BY LAWS

The Board of Directors shall adopt By Laws consistent with these Articles.

#### X. AMENDMENT TO ARTICLES OF INCORPORATION AND BY LAWS

These Articles and By Laws may be altered, amended, or repealed by vote of a majority of the Board of Directors.

#### XI. SUBSCRIBER

The name of the subscriber was as follows:

Christopher S. Cleary

## XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

A. Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of no lo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

2. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner, he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

### XIII. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

If the Association enters into a contract or other transaction with any of its directors or a corporation, firm, Association that is not an affiliated homeowners' association, or other entity in which an Association director is also a director or officer or is financially interested, the Board must:

- (a) Comply with the requirements of s. 617.0832.
- (b) Enter the disclosures required by s. 617.0832 into the written minutes of the meeting.
- (c) Approve the contract or other transaction by an affirmative vote of two-thirds of the directors present.
- (d) At the next regular or special meetings of the Members, disclose the existence of the contract or other transaction to the Members. Upon motion of any Member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the Members present. If the Members cancel the contract, the Association is only liable for the reasonable value of goods and services provided up to the time of cancellation and is not liable for any termination fee, liquidated damages, or other penalty for such cancellation.

### XIV. DISSOLUTION OR MERGER OF THE ASSOCIATION

1. Upon dissolution of the Association, 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:
  - A. Dedication to Palm Beach County, Florida, or its successor, of the Common Area, as defined in the Declaration of Covenants and Restrictions For Chukker Cove Home Owners Association which shall be effective without the prior written consent of said County or its successor.
  - B. Remaining assets shall be distributed among the Members as tenants in common, each Members' share of the assets to be determined in accordance with its voting rights.
2. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) 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 and approved by two-thirds (2/3) of the voting rights of the Association's Members.
3. In the event that the Association is dissolved for any reason whatsoever, title to the surface water management system, if any, shall be transferred to either a governmental unit or other non-profit organization which will provide for the continued operation and maintenance of the surface water management system.
4. The Association may be merged into another not-for-profit corporation upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and if such decree be necessary at the time of merger, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.051 or statute of similar import and approved by two-thirds (2/3) of the voting rights of the Association's Members.

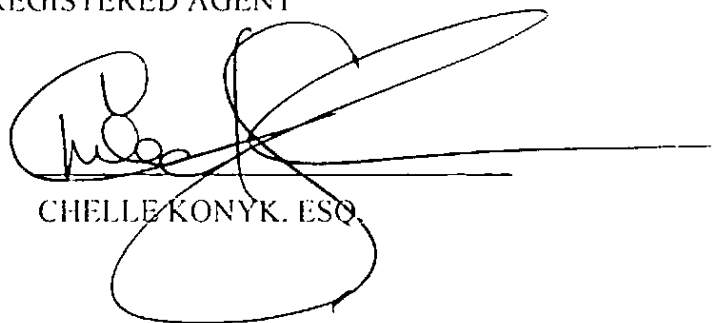
The foregoing were adopted as the Articles of Incorporation of CHUKKER COVE HOME OWNERS ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, by the Board of Directors on September 7, 2021.

BY: Lance Goodwin - President  
Lance Goodwin, President

FILED  
2021 DEC 13 PM 3:35  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

WITH CHELLE KONYK, ESQ. KONYK & LEMME PLLC AS REGISTERED AGENT.

I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT

  
CHELLE KONYK, ESQ.



This instrument prepared by:  
Chelle Konyk, Esquire  
Konyk & Lemme PLLC.  
140 Intracoastal Pointe Drive  
STE 310  
Jupiter FL 33477  
(561) 935.6244

FILED  
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CLERK OF DISTRICT COURT  
TALLAHASSEE, FLORIDA

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
CHUKKER COVE HOME OWNERS ASSOCIATION**

**I HEREBY CERTIFY** that the Amended and Restated Articles of Incorporation attached as Exhibit "C" to this Certificate were duly adopted as the Amended and Restated Articles of Incorporation of Chukker Cove Home Owners Association, Inc., ("Articles"). These Amended and Restated Articles were approved pursuant to the Articles of Incorporation of Chukker Cove Home Owners Association, Inc., at a duly noticed meeting on September 7, 2021. The original Articles of Incorporation of Chukker Cove Home Owners Association, Inc. are recorded in Official Record Book 6305, at Page 1342 et seq., of the Public Records of Palm Beach County, Florida.

**DATED** this 29 day of Sept. 2021

Signed in the presence of Witnesses as to Both:

Association:

CHUKKER COVE HOME OWNERS  
ASSOCIATION, INC.

By: [Signature]

Signature of First Witness

By: BEVERLY GOTLIB

Print Name of First Witness

By: [Signature] - President

Lance Goodwin, President

By: [Signature]

Signature of Second Witness

By: Katie Dannehold

Print Name of Second Witness

By: [Signature] Secretary

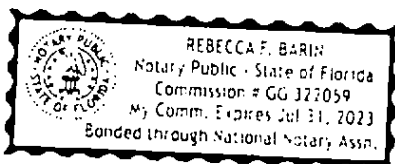
Joan Jacobs, Secretary

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me by [ ] means of physical presence or [ ] online notarization this 29 day of Sept. 2021 by Lance Goodwin, as President and Joan Jacobs, as Secretary of Chukker Cove Home Owners Association, Inc., known to me to be the individuals who executed the foregoing instrument. Both acknowledged to and before me that they executed such 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 at Large

EXHIBIT "C"



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

October 15, 2021

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

Articles of Amendment

CHUKKER COVE HOME OWNERS ASSOCIATION, INC.

DOCUMENT NUMBER: N34717

The attached Articles of Amendment are adopted as of September 7, 2021, and the filing 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


Pursuant to the Articles of Incorporation, the vote of the membership is not required. The amendments were adopted at a duly noticed meeting by the Board of Directors pursuant to the Articles of Incorporation and the number of votes cast for the amendments was sufficient for approval.

  
LANCE GOODWIN, PRESIDENT

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

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TALLAHASSEE, FLORIDA