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SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BOCA WEST MASTER ASSOCIATION, INC.  
(A corporation not-for-profit)

THIS SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF BOCA WEST MASTER ASSOCIATION, INC. amends that certain Amended and Restated Articles of Incorporation of Boca West Master Association, Inc. recorded on May 3, 1993, in Official Records Book 7690, Page 60, Public Records of Palm Beach County, Florida. This Second Amended and Restated Articles of Incorporation of Boca West Master Association, Inc. was approved at a meeting of the Master Association's Board of Directors ("Board of Directors" or "Board") held February 25, 2020. At an Annual Members' Meeting held on March 24, 2020, Members holding not less than three-fifths (3/5ths) of the membership's voting interests adopted these Second Amended and Restated Articles of Incorporation of Boca West Master Association, Inc., amending, replacing, and superseding the previous Articles of Incorporation, and any and all prior amendments and restatements to the them, in their entirety.

ARTICLE I  
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context shall prohibit) shall have the following meanings:

1. "Alternate Authorized Representative" means the person designated by a Member to represent such Member at Meetings and cast Votes on behalf of such Member in the event the Authorized Representative is not present in person or by proxy. In the case of Member Village Associations and the Country Club, the following shall apply:

Such designation shall be evidenced by the most recent written designation executed by the President or Vice President of such Member, which is filed with the Master Association. In the event a written designation is executed by the President of a Member and a separate written designation is executed by the Vice President of a Member, then the designation executed by the President shall control. An Alternate Authorized Representative must be an officer or director of the Member which designates him or her as an Alternate Authorized Representative at the time of such designation. If subsequent to such designation such Alternate Authorized Representative ceases to be an officer or director of the Member which has designated him or her, such person may continue to serve as an Alternate Authorized Representative until the Member designates a new Alternate Representative which the Member may do at any time. Any Alternate Authorized Representative who ceases to be a Lot Owner shall automatically be deemed to have resigned such position. Notwithstanding that the foregoing provides that an Alternate Authorized Representative must be a Lot Owner, the spouse of a Lot

**Owner shall also be eligible to serve as an Alternate Authorized Representative if appointed as provided herein.**

**In the case of the Member who is the owner of the Commercial Parcel, the following shall apply:**

**If the Commercial Parcel is owned by one natural person, then he or she may designate any person to serve as Alternate Authorized Representative by written designation made to the Master Association. If the Commercial Parcel is owned by multiple natural persons, then any one of the Commercial Parcel's owners may be designated to serve as Alternate Authorized Representative by written designation made to the Master Association. If the Commercial Parcel is owned by a corporation, then any one of the corporation's officers may be designated to serve as Alternate Authorized Representative by written designation made to the Master Association. If the Commercial Parcel is owned by a limited liability company, then any one of the company's members or managers may be designated to serve as Alternate Authorized Representative by written designation made to the Master Association. If the Commercial Parcel is owned by a trust, then any one of the trust's trustees or beneficiaries may be designated to serve as Alternate Authorized Representative by written designation made to the Master Association. If the Commercial Parcel is owned by a partnership, then any one of the partnership's partners may be designated to serve as Alternate Authorized Representative by written designation made to the Master Association.**

**2. "Annual Members' Meeting" means the annual meeting of the Members as provided for in the By-Laws.**

**3. "Articles" means this document.**

**4. "Association" or "Master Association" means the corporation formed pursuant to these Articles known as Boca West Master Association, Inc., a Florida not-for-profit corporation.**

**5. "Association Documents" or "Governing Documents" shall have the meaning set forth in Fla. Stat. §720.301(8) and shall include the Master Declaration, these Articles, the By-Laws, and such rules and regulations as the Master Association's Board of Directors may adopt or amend from time to time.**

**6. "Authorized Representative" means the person authorized to represent such Member and cast Votes on behalf of such Member in person or by proxy at meetings of the Members. The Authorized Representative of the Country Club shall be its current president. The Authorized Representative of each Member that is a Member Village Association shall be such Member Village Association's current president. The Authorized Representative of the Member who is the owner of the Commercial Parcel shall be such owner's current highest-ranking executive. The Master Association shall have the right to require the owner of the Commercial Parcel to make and update a written designation as to what person is its current highest-ranking executive if such person cannot otherwise be readily determined. If the Commercial Parcel is owned by multiple persons, one of its multiple owners shall be designated as the Authorized**

Representative by an instrument signed by all of its multiple owners.

7. "Board" or "Board of Directors" means the Board of Directors of the Master Association.

8. "Boca West" means and refers to the real property described in Exhibit A attached to the Master Declaration, as amended.

9. "By-Laws" means the Second Amended and Restated By-Laws of the Master Association, as amended and restated from time to time.

10. "Country Club" means Boca West Country Club, Inc., a Florida corporation not-for-profit.

11. "County" means Palm Beach County, Florida.

12. "Developer" means Arvida Corporation, a Delaware corporation, or its successors or assigns. The Developer is not known to have any remaining interests in Boca West at the time of the adoption of this Second Amended and Restated Articles of Incorporation of Boca West Master Association, Inc.

13. "Director" means a member of the Board.

14. "Dwelling Unit" or "Lot" means a residence in one of the Member Village Associations.

15. "Lot Owner" or "Owner" means any owner of any Lot.

16. "Master Association" means Boca West Master Association, Inc., a Florida corporation not-for-profit.

17. "Meeting" means an Annual Members' Meeting or a special meeting of the Members.

18. "Member" means each Member Village Association, the Country Club, and the owner of the Commercial Parcel. An umbrella, master, or common areas association which administers more than one Village or common properties shared by more than one Village and/or is in addition to the homeowners' association or condominium association for a Village shall not be a Member of the Master Association.

19. "Representative" means an Authorized Representative or an Alternate Authorized Representative.

20. "Village" or "Member Village Association" means one of the residential communities in Boca West which is administered by its own homeowners' association or condominium association. The Country Club and Commercial Parcel are not Villages or Member

**Village Associations.**

21. "Vote" shall mean a Member's right to choose amongst candidates or courses of action. Subject to the restrictions and limitations hereinafter set forth as well as subject to any Master Association statutory rights to suspend a Member from voting, each Member shall have one vote and/or fraction thereof for each \$1,000.00 paid as an annual assessment by the Member to the Master Association.

22. "Commercial Parcel" shall mean that certain real property which is commonly known as 7763 Glades Road, Boca Raton, FL 33434 and legally described as:

PARCEL 21-A, REPLAT OF PARCEL 21 OF BOCA WEST  
P.U.D., according to the plat thereof recorded in Plat Book 69, Page  
84, Public Records of Palm Beach County, Florida.

23. "Master Declaration" shall mean that certain Declaration of Maintenance Covenants for Boca West Master Association, Inc., as amended from time to time. The original Master Declaration was recorded September 18, 1972, in Official Records Book 2057, Page 112, Public Records of Palm Beach County, Florida, and has been amended and restated from time to time.

**ARTICLE II  
NAME**

The name of this corporation is BOCA WEST MASTER ASSOCIATION, INC., a corporation not-for-profit, (hereinafter referred to as the "Master Association"), with a principal office and address of 20540 Country Club Boulevard, Boca Raton, Florida 33434. The Master Association shall be authorized to change its principal office and address from time to time without having to amend these Articles.

**ARTICLE III  
PURPOSES**

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

1. To promote the health, safety, welfare, lifestyle, and recreational opportunities of the Owners.
2. To maintain and/or repair landscaping in the general and/or common areas, parks, sidewalks and/or access paths, streets, and other common areas, structures, and other improvements in Boca West 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 of any type, including walls, fences, swimming

pools, docks, bulkheading, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Boca West, as well as the alteration, improvements, addition or change thereto. The Master Association's architectural control authority extends over Lot Owners and Members.

4. To ensure compliance with the Master Land Use Plan under the Planned Unit Development Ordinance of Palm Beach County, Florida, applicable to Boca West.

5. To control and maintain the waterways, lakes and ponds in Boca West.

6. To provide or provide for security in Boca West and such other services the responsibility for which has been accepted by the Master Association, and the capital improvements and equipment related thereto, in Boca West.

7. To manage, provide, purchase, acquire, replace, improve, maintain, and/or repair such buildings, structures, landscaping, paving, equipment, common areas, and property, both real and personal, related to the health, safety, welfare, lifestyle, and recreational opportunities of the Members, and as the Board of Directors in its discretion determines is necessary, appropriate, and/or convenient.

8. To operate as a not-for-profit corporation for the sole and exclusive benefit of its Members.

9. The enumeration of specific purposes above shall not be construed as limiting or restricting in any way the undertaking of such functions as shall advance the general purposes enumerated above.

#### ARTICLE IV GENERAL POWERS

The general powers that the Master 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.

2. To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Master Association is organized.

3. To delegate power or powers where such is deemed in the interest of the Master Association.

4. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; 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 to carry on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles and not forbidden by the laws of the State of Florida.

5. To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Master Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with condominium associations, homeowners' associations or other property owners' associations related to assessments.

6. To charge recipients for services rendered by the Master Association and the user for use of Master Association property where such is deemed appropriate by the Board of Directors of the Master Association.

7. To pay taxes and other charges, if any, on or against property owned or accepted by the Master Association.

8. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Master Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Master Association and to secure the payment of any such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Master Association wherever situated.

9. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

10. The Master Association shall have all of the powers set forth within Chapters 617 and 720 of the Florida Statutes, each as amended from time to time.

#### ARTICLE V MEMBERS

Each homeowners' association and each condominium association that has been incorporated and is one of the Member Village Associations shall be a Member. An "umbrella", "master" or "common area" association which administers more than one Village or common property shared by more than one Village and/or is in addition to the homeowner's association or condominium association for a Village shall not be a Member of the Master Association. The Country Club and the owner of the Commercial Parcel shall also be Members although they are not Member Village Associations.

Each Member shall have that number of Votes as defined in Article I, paragraph 21, at any Meeting or election, which Votes shall be cast in accordance with these Articles and the By-Laws.

#### ARTICLE VI BOARD OF DIRECTORS

The powers of the Master Association shall be exercised, its properties controlled, and its affairs conducted by the Board. All Directors shall be Lot Owners as specified in the By-Laws,

and any Director who ceases to be a Lot Owner shall automatically be deemed to have resigned.

#### ARTICLE VII OFFICERS

The officers of the Master Association shall be a President, Vice President, Secretary and Treasurer and any other officers as the Board may deem expedient as provided for in the By-Laws. All officers who are also Directors shall be Lot Owners and any officer who is also a Director who ceases to be a Lot Owner shall automatically be deemed to have resigned from his or her office and take no further part or action as an officer. The same person may not hold two offices. Officers may be removed by the Board in the manner provided for in the By-Laws. No person serving as an officer or as a member of the Board of Directors shall, at the same time, serve as an officer or as a member of the Board of Governors of the Country Club.

#### ARTICLE VIII LIMITATIONS

No contract, act or transaction may be entered into by the Master Association where there is a Director or officer of the Master Association or Representative or a member of any such Director's, officer's or Representative's immediate family who is a party to, interested in, or receives anything of value as a result of, such contract, act or transaction. This provision shall not prevent the reimbursement to any such Director, officer, or Representative of any authorized and documented expense.

This provision shall not apply to a contract, act or transaction entered into with a company or partnership with stock or partnership units which are publicly traded provided that a Director or officer of the Master Association or Representative or a member of any such Director's, officer's or Representative's immediate family does not own more than ten (10%) percent of the voting stock or partnership units of such entity. A person's immediate family shall include his or her spouse and their brothers, sisters, parents, children, grandparents, grandchildren, nieces, nephews, aunts, uncles and first cousins and all of their spouses.

Furthermore, no officer, Director, or Representative of the Master Association and no member of his or her immediate family may form and/or operate any business or venture for profit together with an employee of this Master Association or the Country Club. In addition, a Director, or officer of this Master Association or a Representative shall not enter into any contract to provide materials or services to the Master Association or the Country Club.

#### ARTICLE IX INDEMNIFICATION

1. The Master 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 Master 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 or her capacity as Director or officer of the Master Association, or in his or her capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or 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 Master 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 nolo 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 interest of the Master Association or that he or she had reasonable grounds for belief that such action was lawful. However, such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been liable for willful misconduct or gross negligence in the performance of his or her duties to the Master 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.

- (B) By or in the right of the Master Association to procure a judgment in its favor by reason of his or her being or having been a Director or officer of the Master Association, or by reason of his or her 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 Master Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her 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 Master Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been liable for willful misconduct or gross negligence in the performance of his or her duties to the Master 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 or she reasonably believed to be in the best interests of the Master Association, and whether, with respect to any criminal action or proceeding he or she 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 Master Association to indemnify under applicable law.

#### ARTICLE X BY-LAWS

The By-Laws may be altered, amended or rescinded in the manner provided for in the By-Laws.

#### ARTICLE XI AMENDMENTS

These Articles may be amended in the following manner:

1. These Articles may be amended in the same manner as the By-Laws of the Master Association may be amended pursuant to the By-laws.

#### ARTICLE XII NON-PROFIT STATUS

The Master Association shall not be organized nor operated for profit. No part of the net earnings of the Master Association shall inure to the benefit of any Member or Lot Owner, nor shall any salary or compensation be paid to any Director or Representative for service on the Board, as an officer of the Master Association or on any committee established by the Board.

Executed this 20<sup>th</sup> day of April, 2020

Witnesses

[Signature]  
Signature

Bridget Ellis  
Printed Name

[Signature]  
Signature

ERIC R PEREZ  
Printed Name

**BOCA WEST MASTER ASSOCIATION, INC.**

By: [Signature]  
Howard Krosser, President

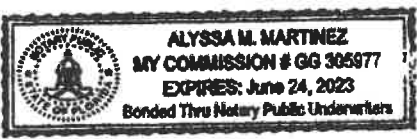
By: [Signature]  
Elaine Wittlin, Secretary

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2020, by Howard Krosser, as President, and Elaine Wittlin, as Secretary, of Boca West Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, by means of  physical presence or  online notarization who are:

Personally Known or  
 Produced Identification.

Type of Identification produced, if applicable: \_\_\_\_\_



[Signature]  
NOTARY PUBLIC, State of Florida

(SEAL)