

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on July 30, 2018, for ASHFORD AT ABERDEEN MAINTENANCE ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N95000003863.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Second day of August, 2018



CR2EO22 (1-11)

Exhibit "D"
Articles

Ken Detzner

Ken Detzner
Secretary of State

FILED

JUL 30 AM 9:40

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF

ASHFORD AT ABERDEEN MAINTENANCE ASSOCIATION, INC.

A Florida Corporation Not-For-Profit

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(This document is a substantial re-wording of the original Articles of Incorporation of Ashford at Aberdeen Maintenance Association, Inc. recorded in Official Records Book 8888, Page 883 of the Palm Beach County Public Records. Please refer to the wording of the original document for present text.)

The undersigned incorporation, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Amended and Restated Articles of Incorporation.

PREAMBLE

ASHFORD AT ABERDEEN ASSOCIATION, INC., a Florida corporation not-for-profit ("ASHFORD"), ASHFORD GREEN AT ABERDEEN ASSOCIATION, INC., a Florida corporation not-for-profit ("ASHFORD GREEN"), ABERDEEN GOLF & COUNTRY CLUB, INC., a Florida corporation not-for-profit ("CLUB"), and ASHFORD AT ABERDEEN MAINTENANCE ASSOCIATION, a Florida corporation not-for-profit ("MAINTENANCE ASSOCIATION") have executed or intend to execute and record an agreement entitled "AMENDED AND RESTATED ASHFORD MAINTENANCE AGREEMENT ("AGREEMENT"). The MAINTENANCE ASSOCIATION was formed as the association to administer the AGREEMENT, and to perform the duties and exercise the powers pursuant to the AGREEMENT, as and when the AGREEMENT is recorded in the Public Records of Palm Beach County, Florida, with these Amended and Restated Articles of Incorporation attached as an exhibit. All of the definitions contained in the AGREEMENT apply to these Articles of Incorporation ("ARTICLES"). All of the definitions contained in the AGREEMENT apply to these ARTICLES, and to the Amended and Restated Bylaws of the MAINTENANCE ASSOCIATION ("BYLAWS"). These defined terms have the same meaning as set forth in the AGREEMENT unless the context herein requires otherwise.

ARTICLE I - NAME AND ADDRESS

The name of the corporation is ASHFORD AT ABERDEEN MAINTENANCE ASSOCIATION, INC. hereinafter referred to as the "MAINTENANCE ASSOCIATION". The current address of the principal office and current mailing address of the MAINTENANCE ASSOCIATION is 20540 Country Club Boulevard, 101, Boca Raton, Florida 33434 or such other addresses and locations as are designated by the MAINTENANCE ASSOCIATION in its annual report filed with the Florida Department of State without the necessity of amending these ARTICLES.

ARTICLE II – PURPOSE

The purposes for which the MAINTENANCE ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To enforce and exercise the duties of the MAINTENANCE ASSOCIATION as provided in the AGREEMENT.
3. To promote the health, safety, welfare, comfort and social and economic benefit of the members of the MAINTENANCE ASSOCIATION.

ARTICLE III – POWERS AND DUTIES

The MAINTENANCE ASSOCIATION has the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in or contemplated by the AGREEMENT, including but not limited to, the following:

2.1 To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property including, without limitation, the real property conveyed to the MAINTENANCE ASSOCIATION by the SPECIAL WARRANTY DEED, the existing improvements located on said real property as more specifically described in Paragraph 4 of the AGREEMENT, together with such future and additional improvements as are approved by a majority vote of the BOARD. However, any expenditure for single capital improvement anticipated to or actually costing in excess of Ten Thousand (\$10,000.00) Dollars, as adjusted upwards automatically by five (5%) percent per annum as of January 1st of each calendar year beginning with the year following the year of the adoption of these ARTICLES (“CAPITAL IMPROVEMENT SPENDING LIMITATION”), which cannot be paid out of reserves, and which requires a special assessment, also requires the unanimous prior approval of all members of MAINTENANCE ASSOCIATION. As used herein the term “capital improvement” shall mean an expenditure designed to increase the useful life of an asset, expand the useful function of an asset, enhance the quality of service of the asset including reducing its operating cost or upgrading essential parts of an asset but shall exclude expenses incurred for the ordinary and routine maintenance of an asset. As an example of how

the CAPITAL IMPROVEMENT SPENDING LIMITATION is to be calculated, annually, assume that these ARTICLES are adopted in 2018 and that the CAPITAL IMPROVEMENT SPENDING LIMITATION is set at its base of \$10,000.00. Beginning on January 1, 2019 the CAPITAL IMPROVEMENT SPENDING LIMITATION will be adjusted to \$10,500.00 (\$10,000.00 plus 5% of \$10,000.00 or \$500.00), and on January 1, 2020 the CAPITAL IMPROVEMENT SPENDING LIMITATION will be adjusted to \$11,025.00 (\$10,500.00 plus 5% of \$10,500.00 or \$525.00), and on January 1, 2021 the CAPITAL IMPROVEMENT SPENDING LIMITATION will be adjusted to \$11,576.00 (\$11,025.00 plus 5% of \$11,025.00 or \$551.00), and then continuing each year, thereafter, on January 1st the same calculation will be made using the prior year's CAPITAL SPENDING LIMITATION.

2.2 To make and collect ASSESSMENTS against its members as provided in Paragraph 5 of the AGREEMENT to defray the costs, expenses and losses incurred or to be incurred by the MAINTENANCE ASSOCIATION, and to use the proceeds thereof in the exercise of the MAINTENANCE ASSOCIATION'S powers and duties.

2.3 To enforce the provisions of the AGREEMENT, these ARTICLES, and the BYLAWS, and, to seek direct reimbursement for damages, expenses, costs, claims or losses, including reasonable attorneys' fees and costs caused by ASHFORD or ASHFORD GREEN'S, owner/resident or their guest or invitee or any contractor or employee of CLUB.

2.4 To make, establish and enforce reasonable rules and regulations governing the use of the property (real and personal) and improvements located thereon owned by the MAINTENANCE ASSOCIATION. The real property currently owned by the MAINTENANCE ASSOCIATION is legally described in the SPECIAL WARRANTY DEED attached to the AGREEMENT as Exhibit "B" and the current improvements located on such real property is more specifically described in Paragraph 4 of the AGREEMENT.

2.5 To grant and modify easements, and to dedicate property owned by MAINTENANCE ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

2.6 To borrow money for the purposes of carrying out the powers and duties of the MAINTENANCE ASSOCIATION.

2.7 To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the AGREEMENT and these ARTICLES.

2.8 To obtain property damage and liability insurance.

2.9 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the MAINTENANCE ASSOCIATION under the AGREEMENT and for proper operation, management and maintenance of the properties and improvements, for which the MAINTENANCE ASSOCIATION is responsible under the AGREEMENT, or to contract with others such as a property manager or managing agent and/or accountant, for the performance of such obligations, services, and/or duties.

2.10 To sue and be sued.

2.11 To contract for security and other services for the properties and improvements which are operated, maintained and managed by the MAINTENANCE ASSOCIATION under the AGREEMENT.

ARTICLE IV – MEMBERS

1. The members of the MAINTENANCE ASSOCIATION consist of the following, and their successors and assigns:

1.1 ASHFORD GREEN;

1.2 ASHFORD; and

1.3 CLUB

2. The share of each member in the funds and assets of the MAINTENANCE ASSOCIATION, and any membership in this MAINTENANCE ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner.

3. On all matters upon which the membership is entitled to vote, the CLUB is entitled to one (1) vote, and the other members are entitled to two (2) votes. The members must cast their votes in the manner set forth in the BYLAWS or as provided under applicable Florida law.

4. The BYLAWS must provide for an annual meeting of the members of the MAINTENANCE ASSOCIATION and must make provision for special meetings.

ARTICLE V – TERM OF EXISTENCE

The MAINTENANCE ASSOCIATION has perpetual existence,

ARTICLE VI – INCORPORATOR

The name and street address of the incorporator was: UDC HOMES, INC., a Delaware corporation, 4965 Le Chalet Boulevard, Boynton Beach, Florida, 33437.

ARTICLE VII – DIRECTORS

1. The property, business and affairs of the MAINTENANCE ASSOCIATION shall be managed by a BOARD which consists of five (5) directors, unless any member waives its right to appoint a director as set forth below unless the members unanimously vote to change the number of directors.
2. All of the duties and powers of the MAINTENANCE ASSOCIATION existing under the AGREEMENT, these ARTICLES and the BYLAWS are exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.
3. Unless the members unanimously agree to the contrary, the CLUB is entitled to appoint, one (1) director, and the other members are entitled to appoint two (2) directors.
4. Directors can be removed and vacancies on the BOARD must be filled in the manner provided by the BYLAWS. However any director appointed by a member can only be removed by that member.

ARTICLE VIII – OFFICERS

The officers of the MAINTENANCE ASSOCIATION are a president, vice president, secretary, treasurer and such other officers as the BOARD from time to time by resolution creates. The officers serve at the pleasure of the BOARD, and the BYLAWS can provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

ARTICLE IX – INDEMNIFICATION

1. The MAINTENANCE ASSOCIATION indemnifies any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the MAINTENANCE ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the MAINTENANCE ASSOCIATION, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the

MAINTENANCE ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification can be made in respect to any claim, issue or matter as to which such person has been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the MAINTENANCE ASSOCIATION unless and only to the extent that the court in which the action or suit was brought determines, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court deems proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, cannot, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the MAINTENANCE ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the MAINTENANCE ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he must be indemnified by the MAINTENANCE ASSOCIATION against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Expenses incurred in defending a civil and criminal action, suit or proceeding can be paid by the MAINTENANCE ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the MAINTENANCE ASSOCIATION as authorized herein.

4. The indemnification provided herein is not exclusive of any other rights to which those seeking indemnification are entitled under the laws of the State of Florida, any By-Law, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, continues as to a person who has ceased to be a director, officer, employee or agent and inures to the benefit of the heirs, executors, and administrators of such a person,

5. The MAINTENANCE ASSOCIATION has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the MAINTENANCE ASSOCIATION, or is or was serving at the request of the MAINTENANCE ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the

MAINTENANCE ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE X-BYLAWS

The original Bylaws were adopted by the BOARD and can be altered, amended or rescinded by the members of the MAINTENANCE ASSOCIATION in the manner provided by the BYLAWS. In the event of any conflict between a term or provision of these BYLAWS and any term or provision of the AGREEMENT, the term or provision of the AGREEMENT controls. In the event of any conflict between a term or provision of these BYLAWS and any term or provision of the ARTICLES, the term or provision of the ARTICLES controls.

ARTICLE XI-AMENDMENTS

1. Amendments to these ARTICLES must be proposed and adopted by a majority of the votes of the members of the MAINTENANCE ASSOCIATION.
2. Upon the approval of an amendment to these ARTICLES, the articles of amendment must be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State must be recorded in the public records of Palm Beach County, Florida.

ARTICLE XII - DISSOLUTION

In the event of dissolution or final liquidation of the MAINTENANCE ASSOCIATION, the assets, both real and personal, of the MAINTENANCE ASSOCIATION, must be transferred to the entity on the PLAT, failing which such real or personal property must be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the MAINTENANCE ASSOCIATION. In the event that such dedication is refused acceptance, such assets must be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the MAINTENANCE ASSOCIATION. No such disposition of MAINTENANCE ASSOCIATION properties is effective to divest or diminish any right or title of any member.

ARTICLE XIII - REGISTERED OFFICE AND NAME OR REGISTERED AGENT

The registered agent of the MAINTENANCE ASSOCIATION is Residential Management Concepts, Inc., c/o Gary Palombi, 20540 Country Club Boulevard, #101, Boca Raton, Florida 33434 or such other persons at such addresses as designated by the

MAINTENANCE ASSOCIATION in its annual report filed with the Florida Department of State without the necessity of amending these ARTICLES.

Certificate of Adoption

WHEREFORE, these Articles have been unanimously approved by members of the Corporation, respectively, by and through their respective Boards of Directors, and, therefore, the Corporation has executed these ARTICLES on this 31 day of July, 2018.

ASHFORD AT ABERDEEN
MAINTENANCE ASSOCIATION, INC.


By: [Signature]
Its: PRESIDENT

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 31 day of July, 2018 by Anthony Casselli as President of ASHFORD AT ABERDEEN MAINTENANCE ASSOCIATION, INC. a Florida corporation not-for-profit, on behalf of the Corporation. He/she is personally known to me or has produced N/A as identification and did not take an oath.

Carl A. Podesta
Notary Public
State of Florida

My commission expires:

 Carl A. Podesta
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF984339
Expires 4/20/2020