

**AMENDED  
ARTICLES OF INCORPORATION  
OF  
FAIRFIELD AT BOCA ASSOCIATION**

THE UNDERSIGNED, for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, certifies that:

**ARTICLE I  
NAME**

The Name of this corporation is FAIRFIELD AT BOCA ASSOCIATION, INC. The corporation is sometimes referred to herein as the "Association".

**ARTICLE II  
DEFINITIONS**

All terms defined in the Declaration of Covenants for Fairfield at Boca recorded in Official Records Book 4758, page 1304, of the public records of Palm Beach County, Florida (the "Covenants") shall have the same meanings when used herein, and as may be amended from time to time.

**ARTICLE III  
PRINCIPAL OFFICE AND AGENT**

The principal place of business and initial registered office of the Association is c/o Residential Management Concepts, Inc., 20540 Country Club Boulevard, Suite 101, Boca Raton, FL 33434. The registered agent of the Association is Gary Palombi.

**ARTICLE IV  
OBJECTS, PURPOSES AND POWERS**

Section 4.1. This Association is a corporation not for profit. No part of its net earnings shall inure to the benefit of any private shareholder or member.

Section 4.2. The objects and purposes for which this Association is organized are as follows:

4.2.1. To establish, maintain, operate and provide all community services of every kind and nature required or desired by the members including without limitation those services and functions described in the Declaration.

4.2.2 To provide for the enforcement of the Covenants.

4.2.3. To engage in such other activities as may be to the mutual benefit of the Members and the Owners of portions of Fairfield at Boca.

4.2.4. To own, operate and manage properties in accordance with the covenants, as well as any plats as may be applicable.

4.2.5. To do such other things as may be necessary and proper to carry out and accomplish the above objects and purposes.

Section 4.3. In furtherance of the aforesaid objects, purposes and powers, the Association shall have all of the powers of a Corporation Not for Profit organized and existing under the laws of the State of Florida, which powers shall include, but are not limited to, the power:

4.3.1. To make, levy and collect Assessments from its members and to expend the proceeds of such Assessments for the benefit of its members.

4.3.2. To bring and defend suits on behalf of the Association.

4.3.3. To make and enforce reasonable rules and regulations governing the use of the property owned by the Corporation.

4.3.4. To maintain, repair, replace, operate, and insure those portions of the property that the Association has the duty or right to maintain, repair, replace, operate, and insure under these Articles and the By-Laws of the corporation.

4.3.5. To contract for the management of its property and to delegate to such contractors all powers and duties of the Corporation.

4.3.6. To employ personnel to perform the services authorized by these Articles and by the By-Laws of the Association.

4.3.7. To purchase insurance upon its property for the protection of the Association and its members.

4.3.8. To reconstruct improvements constructed on its property after casualty or other loss.

4.3.9. To make additional improvements to its property.

4.3.10. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands and facilities whether or not contiguous.

## **ARTICLE V MEMBERS**

Section 5.1. The members of this Association shall consist of all owners of record title to Parcels in Fairfield at Boca.

Section 5.2. Membership in this Association cannot be transferred in any manner except as may be provided in the By-Laws.

Each Parcel shall be entitled to one (1) vote. When more than one (1) person holds an ownership interest in any Parcel, the vote for such Parcel shall be exercised as the owners of all such interests determine among themselves, but in no event shall more than one (1) vote be cast with respect to each Parcel. In the event of a disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such Parcel, such vote shall not be recognized and the Parcel shall not be counted for any purpose until such dispute is resolved.

## **ARTICLE VI TERM**

This Corporation shall exist perpetually.

## **ARTICLE VII BOARD OF DIRECTORS**

The business and affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) Directors nor more than five (5) directors. No sooner than Sixty (60) days prior to the annual meeting, the then serving Board of Directors shall at a duly called meeting establish the number of Directors for the upcoming year as set forth above. The Board of Directors shall be elected by the members of the corporation entitled to vote.

The Directors of the Association shall be elected at the time and in the manner provided for in the By-Laws.

## **ARTICLE VIII OFFICERS**

The officers of the Association shall consist of a President, one (1) or more Vice Presidents, a Secretary, and a Treasurer. The officers in the Association shall be elected by the Board of Directors of the Association in accordance with the provisions of the By-Laws of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

## **ARTICLE IX INDEMNIFICATION**

Section 9.1. Third Party Actions. The Association shall identify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative or otherwise (other than any action by or in the right of the Association) by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or a SubAssociation, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such 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 Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Said indemnification must be made by written request of the party so seeking indemnification.

Section 9.2. Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer, or employee of another association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees and amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no person shall be entitled to indemnification under this Section 9.2 in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 9.3. Successful Defense. To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in section 9.1 or 9.2 of this Article IX, or in defense of any claim, issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith, and the president or a vice president of the Association shall direct the reimbursement of all such expenses to such person.

Section 9.4. Determination of Propriety of Indemnification. No person seeking indemnification under Section 9.1 or 9.2 of this Article IX shall be indemnified unless pursuant to a determination by a court or unless the board of directors or the

shareholders in good faith by a majority vote of quorum of directors or shareholders, as the case may be, who were not parties to such action, suit or proceeding determine that the standards set forth in such sections have been met in the circumstances. The Association may provide for additional indemnification and rights to any person (including without limitation those persons referred to in sections 9.1 and 9.2 of this Article IX), in each case except as otherwise ordered by a court or prohibited by law.

**ARTICLE X  
DISPOSITION OF ASSETS UPON DISSOLUTION**

No member, director or officer of the Association or other private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five percent (75%) of the membership, upon dissolution of the Association, the assets of the Association shall be granted, conveyed and assigned to an appropriate public body, agency or agencies , utility or utilities or any one (1) or more of them to any one (1) or more nonprofit Associations, associations, trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall divest or diminish any right or title of any member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such covenants.

**ARTICLE XI  
AMENDMENT OF ARTICLES**

These Articles may be amended by an affirmative vote of 50% + 1 of the members of the Association entitled to vote.

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**ARTICLE XII  
BY-LAWS**

The Association shall adopt By-Laws governing the conduct of the affairs of the Association. The By-Laws shall be altered, amended, or rescinded as provided in the By-Laws.

IN WITNESS WHEREOF, FAIRFIELD AT BOCA has caused these Covenants to be properly executed by its respective duly authorized officers, and recorded in the Public Records of Palm Beach County, Florida this \_\_\_\_ day of January, 2018.

Signed, sealed and delivered  
in the presence of:

FAIRFIELD AT BOCA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attest:

\_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and county aforesaid to take acknowledgements, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the Authorized Signatories of Fairfield at Boca, the corporation in which name the foregoing instrument was executed, and that they severally acknowledged executing the same as such officers of such corporation freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State aforesaid this \_\_\_\_ day of January, 2018

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\_\_\_\_\_  
Notary Public

My Commission expires: