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**ARTICLES OF INCORPORATION
FOR
POLO TRACE SWIM & RACQUET CLUB CORP.,
a Florida corporation not for profit**

The undersigned incorporator by these Articles associates itself for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopts the following Articles of Incorporation:

ARTICLE I

Name

The name of the corporation shall be **POLO TRACE SWIM & RACQUET CLUB CORP.**, formed as a Florida corporation not for profit (the "Corporation"), in accordance with Chapter 617, Florida Statutes. For convenience, these Articles of Incorporation shall be referred to as the "Articles," and the Bylaws of the Corporation as the "Bylaws."

ARTICLE II

Purpose

The purpose for which the Corporation is organized is to own, operate, administer, maintain, finance, repair, replace and manage the "Shared Facilities" [as defined in the Declaration of Covenants, Restrictions and Easements for Polo Trace Shared Facilities (the "Declaration") to be recorded in the Public Records of Palm Beach County, Florida] serving and benefitting two adjacent residential real estate communities located in Palm Beach County, Florida, which for purposes of these Articles are referred to as "THE PRESERVE" and "THE LAKES" (collectively, with the Shared Facilities, "Polo Trace"). The Shared Facilities are and shall be for the benefit of: (i) the Corporation's "Members" (as hereinafter defined), (ii) the Owners of Homes (each as hereinafter defined) in Polo Trace, and (iii) each such Owners' family, tenants, guests and invitees, or other resident of a Home (each, an "Occupant"). The Corporation is not a condominium association and therefore shall not be affected by or subject to the provisions of Chapter 718, Florida Statutes, in any respect, nor is the Corporation a homeowners' association and therefore shall not be affected by or subject to the provisions of Chapter 720, Florida Statutes, in any respect.

ARTICLE III

Definitions

The initial capitalized terms used in these Articles but not defined herein shall have the same definitions and meanings given to such terms in the Declaration and/or the Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV

Powers

The powers of the Corporation shall include and be governed by the following:

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4.1 General. The Corporation shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, or the Bylaws.

4.2 Enumeration. The Corporation shall have all of the powers reasonably necessary to own, operate, administer, maintain, finance, repair, replace and manage the Shared Facilities pursuant to the Declaration (and all powers granted to the Corporation in the Declaration are incorporated into these Articles) and as more particularly described in (but as may be expressly limited by) the Bylaws and these Articles, as each may be amended from time to time, including, but not limited to, the following:

(a) To perform any act required or contemplated by it under the Declaration, these Articles and the Bylaws.

(b) To make, levy and collect Assessments and other charges against each of the "Members" (as hereinafter defined) and to use the proceeds thereof in the exercise of its powers and duties including, without limitation, payment of all Shared Facilities Expenses and other expenses of the Corporation, and all costs of collection thereof, and to use and expend the funds of the Corporation in the exercise of the powers and duties of the Corporation.

(c) To own, administer, operate, maintain, finance, repair, replace, manage, lease and convey the Shared Facilities, as well as any other real and personal property subject to its control.

(d) To maintain, repair, replace, reconstruct, add to and operate the Shared Facilities and other property acquired, leased or licensed by the Corporation.

(e) To purchase insurance upon the "Shared Facilities" (as defined in the Declaration) and insurance for the protection of the Corporation and its Directors, Officers, and "Declarant Members" (as defined in Article V hereof).

(f) To make, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use and enjoyment of the Shared Facilities.

(g) To enforce, by legal means, the provisions of the Polo Trace Swim & Racquet Club Documents and the obligations of the Declarant Members, Owners, Occupants and any other Person using or enjoying the Shared Facilities (or any portion thereof).

(h) To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the administration, operation, maintenance, financing, repairing, replacing, management and leasing of the Shared Facilities and to enter into any agreements consistent with the purposes of the Corporation, including, but not limited to, agreements with respect to professional management of the Shared Facilities and to delegate to such professional manager certain powers and duties of the Corporation. The Corporation, including its Board and all Officers, shall however, retain at all times the powers and duties granted by the Declaration, including but not limited to the making of Assessments, promulgation of rules and regulations and execution of contracts for or on behalf of the Corporation.

(i) To operate, maintain, and manage the surface water and storm water management system serving the Property in a manner consistent with the requirements of the South Florida Water Management District ("SFWMD") and the Lake Worth Drainage District ("LWDD") and applicable rules; to assist in the enforcement of the Declaration's provisions related to the surface water

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and storm water management system; and to levy and collect adequate assessments against the Declarant Members for the cost of maintenance and operation of the Surface Water Management System, including compliance with all applicable permits therefor.

(j) To enter into the Declaration and any amendments thereto and instruments referred to therein.

(k) To assign and/or delegate any right, duty or obligation of the Corporation as it deems necessary.

(l) To borrow money and to obtain such financing as is necessary in order to maintain, repair and replace the Shared Facilities in accordance with the Declaration and, as security for any such loan, to collaterally assign the Corporation's rights to collect and enforce Assessments levied for the purpose of repaying any such loan.

4.3 Corporation Property. All funds and the titles to all Shared Facilities acquired by the Corporation and their proceeds shall be held for the benefit and use of the Declarant Members in accordance with the provisions of the Polo Trace Swim & Racquet Club Documents.

4.4 Distribution of Income: Dissolution. The Corporation shall make no distribution of income to its Declarant Members, Directors or Officers, and upon dissolution, all assets of the Corporation shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration.

4.5 Limitation. The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the Bylaws.

ARTICLE V

Members

5.1 Membership. There shall initially be two (2) members of the Corporation consisting of Polo Trace Homeowners Association, Inc. and Lakes at Polo Trace Homeowners Association, Inc. (each, a "Declarant Member," and collectively, the "Declarant Members").

5.2 Assignment. Each Declarant Member's share in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner except only in whole (and not in part) to a successor Residential Association responsible for such assigning Member's property under its Residential Declaration.

5.3 Voting. On all matters upon which the membership of Declarant shall be entitled to vote, voting shall be conducted in the manner provided by the Declaration and Bylaws.

5.4 Meetings. The Bylaws shall provide for an annual meeting of Declarant Members, and may make provision for regular and special meetings of Declarant Members other than the annual meetings.

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ARTICLE VI

Term of Existence

The Corporation shall have perpetual existence. In the event of dissolution of the Corporation (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Corporation shall be conveyed to a similar corporation 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 Corporation and its properties in the place and stead of the dissolved Corporation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Corporation and its properties.

In the event of the Corporation's termination, dissolution, or final liquidation, the responsibility for the operation and maintenance of the surface water and storm water management system on the Property must be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., and is approved by SFWMD and LWDD, as applicable, prior to such termination, dissolution, or liquidation.

ARTICLE VII

Incorporator

The name and address of the Incorporator of these Articles is as follows:

Charles D. Brecker, Esq.
Saul Ewing Arnstein & Lehr LLP
200 South Biscayne Boulevard, Suite 3600
Miami, FL 33131

ARTICLE VIII

Officers

Subject to the direction of the Board (described in Article IX below), the affairs of the Corporation shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Declarant Members of the Corporation and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of Officers, for filling vacancies and for the duties of the Officers. The names of the initial Officers who shall serve until their successors are designated by the Board are as follows:

President	Charles Saenz
Vice President	Robert Cuskaden
Vice President	Norman Blumenthal
Vice President	Marcie DePlaza
Secretary/Treasurer	N. Maria Menendez

ARTICLE IX

Board of Directors

9.1 Number and Qualification. The property, business and affairs of the Corporation shall be managed by a board (the "Board" or "Board of Directors") consisting of five (5) Directors. All

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Directors must be an Owner of a Home or such Owner's parent, spouse or child. If a Home is owned by an entity and not an individual, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity to be eligible to serve on the Board and/or as an Officer. Each Director shall have only one (1) vote. Notwithstanding the foregoing, until the Transition Date, members of the Board appointed by the Developer in accordance with the Bylaws need not be Owners of Homes in Polo Trace (or a parent, spouse or child of an Owner).

9.2 Duties and Powers. All of the duties and powers of the Corporation existing under the Polo Trace Swim & Racquet Club Documents, as well as any set forth in Chapter 617, Florida Statutes, as exist on the date hereof, shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by the Declarant Members when such approval is specifically required and except as provided in the Declaration and Bylaws.

9.3 Appointment; Removal. Except for the first Board described in Section 9.4 below, the members of the Board shall be appointed at the annual meeting of the Declarant Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Declarant Members of the Board may be removed and vacancies on the Board shall be filled, all in the manner provided in the Bylaws.

9.4 First Directors. The names of the members of the first Board, who shall hold office until their successors are elected and have qualified as provided in the Bylaws, are as follows:

<u>Name</u>	<u>Address</u>
Charles Saenz	1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, Florida 33323
Marcie DePlaza	1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, Florida 33323
N. Maria Menendez	1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, Florida 33323
Robert Cuskaden	7843 Monarch Court Delray Beach, Florida 33446
Norman Blumenthal	7717 Monarch Court Delray Beach, Florida 33446

ARTICLE X
Indemnification

10.1 Indemnity. The Corporation shall indemnify any Board member, Officer, or their agents, who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, cause of action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of, relating to, arising out of and/or resulting from, the fact that such party is or was a director, employee, officers, or agent of the Corporation. Such indemnity shall include any and all liabilities (including, without limitation, property damage, personal injury and/or death), judgments, damages (including, without limitation, consequential and/or punitive damages), fines, liens, encumbrances, penalties, amounts paid in settlement, costs and expenses of whatever nature or kind (including,

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without limitation, reasonable attorneys' fees, paralegal services and all costs and courts costs through and including trial, appellate and post-judgment levels and proceedings) which are actually incurred by such party in connection with such action, cause of action, suit, proceeding, or investigation unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that such party did not act in good faith, perpetrated a fraud or criminal act, or in a manner such party reasonably believed to be in, or not opposed to, the best interest of the Corporation, and with respect to any criminal action or proceeding, that such party had reasonable cause to believe that his or her conduct was unlawful, (b) if the indemnitee admits that he/she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his/her duties, and/or (c) such court determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

10.2 Advances. Expenses incurred in defending an action, cause of action, suit or proceeding, or investigation set forth in Section 10.1 above, shall be paid by the Corporation in advance of the final disposition of such action, suite or proceeding upon receipt of an undertaking by or on behalf of the affected member of the Board, officer, employee or agent to repay such amount unless it shall be ultimately determined that he or she is entitled to be indemnified by the Corporation as authorized in this Article X.

10.3 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Board member, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

10.4 Insurance. The Corporation shall have the power to purchase and maintain insurance with respect to any person who is or was a Board member, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation, as a Board member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such party and insured by such party in any such capacity, or arising out of said person's status as such, whether or not the Corporation would have the power to indemnify said person against such liability under the provisions of this Article X.

10.5 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article X may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE XI

Bylaws

The Initial Bylaws of the Corporation shall be adopted by the Board and may thereafter be altered, amended or rescinded in the manner provided in the Bylaws.

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ARTICLE XII
Amendments

These Articles may only be amended with a Required Minimum Vote approving any such amendment.

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

12.2 Limitation. No amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Declarant Members, nor any changes in Sections 4.3, 4.4, or 4.5 of Article IV hereof, entitled "Powers," without the approval in writing of both Declarant Members and the joinder of all mortgagees holding a mortgage encumbering the Property or any portion thereof. No amendment shall be made that is in conflict with the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant or Developer, unless Declarant or Developer, as applicable, shall join in the execution of the amendment. No amendment to this Section 12.2 shall be effective.

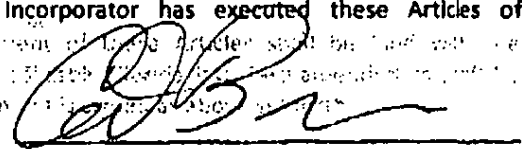
Recordings

12.3 Recording. A copy of each amendment of these Articles shall be filed with the Department of State pursuant to the provisions of applicable Florida law. The amendment shall be effective when the certificate and a copy of the amendment is signed as above set forth.

12.4 Notice. Notice of the subject ~~ARTICLE XIII~~ proposed amendment shall be included in the notice of any meeting at which the Principal Address of Corporation is to be considered.

The principal office of the Corporation shall be at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323; or such other place as may subsequently be designated by the Board. ~~As set forth in Article IV hereof, entitled "Powers," without the approval in writing of both Declarant Members and the joinder of all mortgagees holding a mortgage encumbering the Property or any portion thereof, no amendment shall be made that is in conflict with the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant or Developer, unless Declarant or Developer, as applicable, shall join in the execution of the amendment.~~ **ARTICLE XIV** Registered Agent Declaration of the Corporation shall be made in accordance with the provisions of applicable law. **The Initial Registered Agent of the Corporation shall be Charles D. Brecker, Esq., Saul, Ewing, Arnstein & Lehr LLP, 200 South Biscayne Boulevard, Suite 3600, Miami, FL 33131.**

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 24th day of April, 2018.



Charles D. Brecker, Esq.
Incorporator

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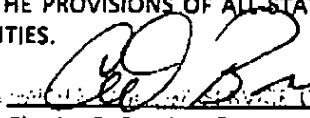
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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTIONS 48.091 AND 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS IN PALM BEACH COUNTY, STATE OF FLORIDA, THE CORPORATION NAMED IN THE SAID ARTICLES HAS NAMED CHARLES D. BRECKER, ESQ., ARNSTEIN & LEHR LLP, 200 SOUTH BISCAYNE BOULEVARD, SUITE 3600, MIAMI, FL 33131, AS ITS STATUTORY REGISTERED AGENT.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.



DEFINITE DESIGNATING PLACE OF BUSINESS TO BE SERVED BY SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Charles D. Brecker, Esq.

Dated: April 24, 2018

IN COMPLIANCE WITH SECTIONS 48.091 AND 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS IN PALM BEACH COUNTY, STATE OF FLORIDA, THE CORPORATION NAMED IN THE SAID ARTICLES HAS NAMED CHARLES D. BRECKER, ESQ., ARNSTEIN & LEHR LLP, 200 SOUTH BISCAYNE BOULEVARD, SUITE 3600, MIAMI, FL 33131, AS ITS STATUTORY REGISTERED AGENT.

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DEFINITE DESIGNATING PLACE OF BUSINESS TO BE SERVED BY SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Charles D. Brecker, Esq.
Dated: April 24, 2018