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**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION FOR FAIRWAY POINTE HOMEOWNERS'
ASSOCIATION, INC.**

Pursuant to the provision of Chapter 617 and 720 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The Amendments adopted are attached as Exhibit "A".

SECOND: On MAY 4, 2021, the above Amendments were adopted by the members and the number of votes cast for the amendment was sufficient for approval.

DATED: MAY 5, 2021, 2021.

**FAIRWAY POINTE HOMEOWNERS'
ASSOCIATION, INC.**

By: 
TRAVIS S. BALTIMORE, President


By: 
HARVEY RHEIN, Secretary

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
FAIRWAY POINTE HOMEOWNERS' ASSOCIATION, INC.

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
FAIRWAY POINTE HOMEOWNER'S ASSOCIATION, INC.

I NAME AND ADDRESS

The name of this corporation shall be "FAIRWAY POINTE HOMEOWNER'S ASSOCIATION, INC.", a Florida corporation not for profit, sometimes hereinafter referred to as the "Association" and the address of the principal office and the mailing address is c/o Lang Management, 790 Park of Commerce Blvd., Boca Raton, Florida 33487 or such other place as determined from time to time by the Board of Directors.

II DEFINITIONS

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

A. "Lot" shall mean and refer to any lot or other parcel with any and all improvements thereon, in PARCEL 18 BROKEN SOUND on which a residential structure could be constructed, whether or not one has been constructed.

B. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot which is a part of PARCEL 18 BROKEN SOUND, including contract sellers (but not contract purchasers).

C. "PARCEL 18 BROKEN SOUND" shall mean and refer to certain real property located in Palm Beach County, Florida which comprises PARCEL 18 BROKEN SOUND OF UNIVERSITY PARK P.U.D., according to the plat thereof, as recorded in Plat Book 67, at Pages 110 and 111 of the Public Records of Palm Beach County, Florida.

III PURPOSES

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

A. Those objects and purposes described in the Amended and Restated Declaration of Covenants and Restrictions for Fairway Pointe and to which a copy of these Amended and Restated Articles of Incorporation shall be attached as Exhibit "A".

B. To own and maintain, repair and replace the general and/or Common Areas and/or access tract and other Common Areas, structures, landscaping and other improvements in and/or benefitting PARCEL 18 BROKEN SOUND for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To control the specifications, architecture, design, appearance, elevation and location of, 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 PARCEL 18 BROKEN SOUND, as well as the alteration, improvement addition and/or change thereto.

D. To contract for the management of the Association and to delegate to the party with whom such contract has been entered into the powers and duties of the Association, except those which require specific approval of the Board of Directors or members.

E. To operate without profit for the benefit of its members.

F. To perform all of the functions contemplated for the Association, and undertaken by the Board of Directors of the Association, in accordance with the Declaration of Covenants and Restrictions hereinabove described.

IV GENERAL POWERS

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

A. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

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

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

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interest 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, association or other entity: 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 these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against the Property and the cost of effectuating the objects and purposes of the Association, to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user for use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against Property owned or accepted by the Association.

H. In general, to have all powers conferred upon a corporation not for profit by the laws of the state of Florida, except as prohibited herein.

V MEMBERS

The members shall consist of the record title owners in PARCEL 18 BROKEN SOUND and all such Property Owners shall be members of the Association.

Owners of Property shall automatically become Members upon acquiring of record the fee simple title to a Lot in PARCEL 18 BROKEN SOUND and membership shall terminate upon the current Property Owner's fee simple title being conveyed of record to a successor Property Owner.

No stock certificates shall be issued to any member.

VI VOTING AND ASSESSMENTS

Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which the members holds the interest required for membership. When one (1) 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. Thirty (30%) percent of all of the members of the Association entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of members. Except where otherwise required under the provisions of these Amended and Restated Articles, the Amended and Restated Declaration of Covenants and Restrictions for PARCEL 18 BROKEN SOUND, or by law, the affirmative vote of the Owners of a majority of Lots shall be binding upon the members.

VII BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of not more than five (5) nor less than three (3) Directors. All Directors shall be members of the Association or the spouse or significant other of a member. For purposes of this Section of the Amended and Restated Articles of Incorporation, as well as any other provision of these Amended and Restated Articles of Incorporation, the Amended and Restated Declaration or the Bylaws, the term "Significant Other" shall mean an individual, excluding any paid household/caregiver employee, cohabitating with a member, who although unmarried, shares in the Common Facilities and operates with the member as a single housekeeping unit and for all intents and purposes is acting as a spousal equivalent. An unmarried member who designates a Significant Other shall make such request, in writing, to the Association. A member may not have more than one (1) Significant Other in any calendar year. An approved Significant Other shall maintain Significant Other status until the member notifies the Association, in writing, of any applicable change. At

the first annual members meeting, two (2) Directors shall be appointed to serve for terms of two (2) years and all other Directors appointed shall serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time and the term of the Director so elected or appointed at each annual election shall be two (2) years, expiring at the second (2nd) annual election following their election unless sooner removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them.

VIII OFFICERS

A. The officers of the Association shall be a President, a Secretary and a Treasurer, and such other officers as the Board may from time by resolution create. Officers shall be elected for two (2) year terms in accordance with the procedures set forth in the Amended and Restated By-Laws.

IX REPRESENTATIVE TO BROKEN SOUND MASTER ASSOCIATION.

The Declaration of Maintenance Covenants recorded in Official Records Book 4659 at Page 1117 of the Public Records of Palm Beach County, Florida governs and encumbers lands known as Broken Sound of which PARCEL 18 BROKEN SOUND is a part. Broken Sound Master Association, Inc. is the association named in the aforesaid Declaration of Maintenance Covenants, as amended, of record. Article V. 2 of the Articles of Incorporation of Country Club Maintenance Association, Inc. provides that a representative from FAIRWAY POINTE HOMEOWNER'S ASSOCIATION, INC. shall represent the Members of the Association at the meetings of Broken Sound Master Association, Inc. This Association shall elect its representative, and an alternate representative who shall serve in the representative's absence, to the Broken Sound Master Association, Inc., by a vote of the Board of Directors.

X CORPORATE EXISTENCE

The Association shall have perpetual existence.

XI BY-LAWS

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

XII AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be altered amended or repealed by the adoption of a resolution by a majority of the Board of Directors present at a duly constituted meeting of the Board of Directors and by the approval of such resolution by the

vote of a majority of all of the members of the Association, represented and voting, in person or by proxy, at a duly constituted meeting of the members.

XIII INCORPORATOR

The name and address of the incorporator is as follows:

Andrew Steinberg
c/o Lewis & Associates Development Corp.
300 Corporate Blvd. , N. W., Suite 112
Boca Raton, Florida 33431

XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

1. 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 this capacity as Director, officer or committee member of the Association, or in his capacity as Director, officer, committee member, 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, and 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.

2. 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, officer or committee member of the Association, or by reason of his being or having been a Director, officer, committee member 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 to which such person has been adjudged to have been guilty of gross negligence, misconduct, misfeasance or malfeasance 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 or such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director, officer or committee member seeks indemnification were properly incurred and whether such Director, officer or committee member acted in good faith and in a manner 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 majority of the Board of Directors who were not parties to such action, suit or proceeding.

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

XV TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one (1) or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Directors or officers, have a financial interest, shall be invalid, void or voidable, solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XVI DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for credits and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Association unless it refuses to accept the conveyance (in whole or in part).

2. Dedication to any applicable municipal or other similar non-profit corporation or governmental body determined by the Board to be appropriate for such dedication and which such entity is willing to accept. However, it is expressly understood that neither the City of Boca Raton, nor Palm Beach County, Florida nor any other entity is obligated to accept such dedication or maintenance responsibility unless done so by

appropriate resolution by the City Commission or the Board of County Commissioners or such other appropriate entry.

3. The remaining assets shall be distributed among the members as tenants in common, each members' share of the assets to be determined in accordance with the members' voting rights.

B. The Association may be dissolved in accordance with Section 617.1401 or Section 617.1402, Florida Statutes or any similar successor statute. The Association may initiate or petition for a decree of dissolution pursuant to the statute upon the recommendation for such petition upon a resolution from the Board approved by not less than three-fourths (3/4) of the members of the Board which resolution must be approved by not less than two-thirds (2/3) of the members of the Association.

XVII VOLUNTARY ASSOCIATIONS

The Association shall not join a voluntary association for the benefit of any owner in PARCEL 18 BROKEN SOUND nor for the benefit of the owner of the land governed or encumbered by the Declaration of Maintenance covenants, recorded in Official Records Book 4659 at Page 1117 of the Public Records of Palm Beach county, Florida, and any amendment or supplement the ref ore unless the Association shall, prior to joining such voluntary association, obtain the written approval of such action by not less than two-thirds (2/3) of the Association's membership.

XVIII REGISTERED AGENT

Until changed, Kevin Carroll shall be the Registered Agent of the Association and the Registered Office shall be 790 Park of Commerce Blvd., Boca Raton, Florida 33487.

IN WITNESS WHEREOF, the said in orator has hereunto set his hand and seal this day of 2021.

WITNESSES: