

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of ABERDEEN HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 9, 1989, as shown by the records of this office.

The document number of this corporation is N30586.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of February, 1989.



Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

ABERDEEN HOMEOWNERS ASSOCIATION, INC.

FILED
FEB -9 11:30
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being all residents of the State of Florida and of full age, hereby associate themselves together for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows:

ARTICLE I

NAME

The name of this corporation is Aberdeen Homeowners Association, Inc., hereafter called the "Association".

ARTICLE II

OFFICE

The initial principal office of this Association shall be located at 13700 58th Street North, Suite 210, Clearwater, Florida 34620, which office may be changed from time to time by action of the Board of Directors.

ARTICLE III

REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association shall be 13700 58th Street North, Suite 210, Clearwater, Florida 34620. The name of the Association's initial registered agent at such address shall be William Laubner.

ARTICLE IV

PURPOSE AND POWERS OF THE MASTER ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within that certain residential community known as Aberdeen at East Lake Woodlands (the "Community"), and any additions thereto as may hereafter be brought within the jurisdiction of this Association. The purposes of this Association shall include, without limitation of the foregoing, the maintenance of any Common Areas and certain other land and improvements within the Community, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and

pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Aberdeen, now or hereafter recorded among the Public Records of Pinellas County, Florida, and any amendments or modifications thereof, herein together called the "Declaration".

All terms defined in the Declaration shall have the same meaning when used herein, such Declaration being incorporated herein by reference. For the foregoing purposes, this Association is empowered to:

(a) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration;

(b) fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;

(c) acquire, either by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of this Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell, or transfer in fee simple all or any part of this Association's property to any public bodies or governmental agencies or authorities, or public or private utility companies for such purposes and subject to such conditions as may be agreed to by two-thirds (2/3) vote of each class of members; provided, however, no such approval shall be required in order to convey property for use as a well site or pumping station, lift station, drainage or retention pond or such other incidental or related use;

(f) grant easements as to any Common Areas to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility, drainage and other services thereto;

(g) participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have the assent of two-thirds of each class of members;

(h) from time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(i) contract for the maintenance and management of the Common Areas and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration and to employ personnel necessary to fulfill the Association's duties under the Declaration;

(j) to appoint and organize an Architectural Control Committee to fulfill the duties and responsibilities set forth in the Declaration; and

(k) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have or exercise or as may otherwise be set forth in the Declaration.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject, by the provisions of the Declaration to assessment by this Association, including contract sellers, shall be a member of this Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one such Lot shall be entitled to one membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the provisions of the Declaration, but shall be automatically transferred by the conveyance or other transfer of that Lot. Aberdeen Village, Ltd., a Florida limited partnership, herein called the "Developer", shall be a member of the Association so long as it owns one or more Lots within the Community.

It is acknowledged that the Community shall be developed in phases and that upon the recording of the Declaration and the incorporation of this Association, certain portions of the Community shall be undeveloped. For the purpose of determining membership and voting rights only, and not for the purpose of determining assessments or other obligations, so long as said future phases of the Community remain undeveloped, the Developer, as the owner thereof, its successors and assigns, shall be deemed to own the "lots" proposed to be developed therein ("Undeveloped

Lots") determined by subtracting the total number of platted Lots within the Community, from time to time, from 167.

ARTICLE VI

VOTING RIGHTS

The Master Association shall have two classes of voting membership, Class A and Class B. All votes shall be cast in the manner provided in the Bylaws. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, nor shall any split vote be permitted with respect to such Lot. The two classes of voting memberships, and voting rights related thereto, are as follows:

1. Class A. Class A members shall be all Owners of Lots subject to assessments; provided, however, so long as there is Class B membership, the Developer shall not be a Class A member. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.

2. Class B. The Class B member shall be the Developer. Class B Lots shall be all Lots owned by Developer which have not been converted to Class A, as provided below. The voting rights appurtenant to the Class B Lots shall be as follows:

(a) Lots. The Developer shall be entitled to one hundred sixty-seven (167) votes for each Class B Lot which it owns.

(b) Undeveloped Lots. Developer shall be entitled to one hundred sixty-seven (167) votes for each Class B Undeveloped Lot which it owns.

3. Termination of Class B. From time to time Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of the Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(b) On December 31, 1995, or

(c) When the Developer waives in writing its right to Class B membership.

4. Quorum. Except as otherwise expressly required by the Master Declaration, the presence at a meeting of members, either in person or by proxy, of those entitled to cast at least one-

third (1/3) of the votes of the Association shall constitute a quorum for any action.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors initially composed of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment to the Bylaws of the Association but shall never be less than three (3). The Directors shall be divided into three (3) classes; Class A, Class B, and Class C. The term of office for all Directors shall be three (3) years, except that the term of office of the initial Class A Director shall expire at the first annual meeting of the members, the term of office of the initial Class B Director shall expire at the annual meeting one (1) year thereafter, and the term of office of the initial Class C Director shall expire at the annual meeting two (2) years thereafter. The names and addresses of the persons who are to act in the capacity of Directors until their successors are elected and qualify unless they sooner shall die resign, or are removed, are:

<u>NAME</u>	<u>ADDRESS</u>
CLASS A DIRECTOR	
Patricia Dean	13700 58th Street North Suite 210 Clearwater, Florida 34620
CLASS B DIRECTOR	
William Laubner	13700 58th Street North Suite 210 Clearwater, Florida 34620
CLASS C DIRECTOR	
Rogers K. Haydon, Jr.	13700 58th Street North Suite 210 Clearwater, Florida 34620

ARTICLE VIII

OFFICERS

The names and addresses of the officers of this Association who, subject to these Articles of Incorporation and the Bylaws of this Association and the laws of the State of Florida, shall hold

office for the first year of the existence of this Association, or until an election is held by the Directors of this Association for the election of officers following the first annual members meeting, if earlier, and until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
William Laubner	President	13700 58th Street North Suite 210 Clearwater, Florida 34620
Rogers K. Haydon, Jr.	Vice President	13700 58th Street North Suite 210 Clearwater, Florida 34620
Patricia Dean	Secretary/ Treasurer	13700 58th Street North Suite 210 Clearwater, Florida 34620

Thereafter, officers shall be elected at the Board of Directors meeting next following each annual meeting of members. Officers need not be members of the Association.

ARTICLE IX

SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert S. Schumaker, Esq.	150 Second Avenue North Suite 1700 St. Petersburg, Florida 33701

ARTICLE X

DISSOLUTION

This Association may be dissolved with the assent of members entitled to cast not less than two-thirds (2/3) of the votes of each Class of members. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in

no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE XI

DURATION

This Association shall exist perpetually.

ARTICLE XII

BYLAWS

The Bylaws of this Association shall be initially adopted by the Board of Directors. Thereafter, the Bylaws shall be altered amended, or rescinded by a majority of the votes cast at any regular or special meeting of the membership duly called and convened.

ARTICLE XIII

AMENDMENT

Any amendment to these Articles shall require the assent of sixty-six and two-thirds percent (66-2/3%) of the votes cast at any regular or special meeting of the membership duly called and convened.

ARTICLE XIII

INDEMNIFICATION

Every Director and ever officer of the Master Association shall be indemnified by the Master Association to the fullest extent of the law against all expenses and liabilities including counsel fees, reasonable incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Master Association, whether or not he is a Director or officer at the time such expenses are incurred; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of, all of the rights to which such director or officer may be entitled.

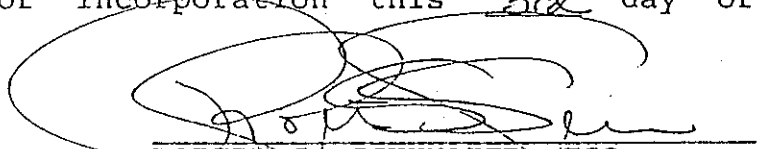
ARTICLE XV

INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Master

Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles of Incorporation and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of the Association, have executed these Articles of Incorporation this 3rd day of February, 1989.




ROBERT S. SCHUMAKER, ESQ.

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, on this 3 day of February, 1989, personally appeared ROBERT S. SCHUMAKER, ESQ., to me well known to be the person described in and who signed the foregoing Articles of Incorporation and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.



Notary Public


My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUN 16, 1989
BONDED THRU GENERAL INS. UND.

FILED
1989 FEB -9 PM 11:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CONSENT OF AUTHORIZED AGENT

The undersigned hereby consents to act as authorized agent for Aberdeen Homeowners Association, Inc., a Florida not for profit corporation. The undersigned's address is 13700 58th Street North, Suite 210, Clearwater, Florida 34620.

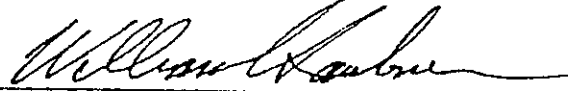


WILLIAM LAUBNER

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1999 FEB -9 AM 11:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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