

**EXHIBIT A**

**ARTICLES OF INCORPORATION  
OF  
BAY POINTE COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

Unless otherwise noted herein, words, terms and phrases used herein shall have the same meanings given them in the Declaration of Covenants and Restrictions for Bay Pointe Community Association, Inc., as recorded in the public records of Palm Beach County, Florida.

**I NAME**

The name of this nonstock corporation shall be **BAY POINTE COMMUNITY ASSOCIATION, INC.** (the "Association"), sometimes hereinafter referred to as the "Association". The principal place of business of the Association is 7900 Glades Road, Suite 200, Post Office Box 100, Boca Raton, Florida 33429.

**II PURPOSES**

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

1. To promote the health, safety and social welfare of the owners of property within that residential area referred to as Bay Pointe and described in the Declaration of Covenants and Restrictions for Bay Pointe Community Association executed contemporaneously herewith by Arvida/JMB Partners, a Florida general partnership and to be recorded in the public records of Palm Beach County (the "County"), Florida (the "State").
2. To own and maintain, repair and replace the general and/or Common Areas, parks, sidewalks and/or access paths, streets and other Common Area structures, landscaping and other improvements in and/or benefitting the property for which the obligation to maintain and repair has been delegated and accepted.
3. To control the specifications, architecture, design, appearance, elevation and location of, and 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 Bay Pointe, as well as the alteration, improvement, addition or change thereto.
4. To ensure compliance with the Master Land Use Plan under the Planned Unit Development Ordinances of the County, applicable to the property.
5. To provide or provide for, at its election, a private security monitoring system or to cooperate with the Country Club Maintenance Association, Inc. (the "Master Association") in this regard, and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto.
6. To operate without profit for the benefit of its members.
7. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.
8. To ensure compliance with the provisions of the Declaration of Covenants, Conditions and Restrictions of Arvida Country Club ("Master Covenants"), and with the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Master Association, as the same may be amended from time to time.

**III GENERAL POWERS**

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

1. To hold funds solely and exclusively for the benefit of the members or purposes set forth in these Articles of Incorporation.
2. To promulgate and enforce rules, regulations, by laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
3. To delegate power or powers where such is deemed in the interest of the Association.
4. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests 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 or association; 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 the Articles of Incorporation and not forbidden by the laws of the State of Florida.
5. To fix assessments to be levied against Lots within the Property and the cost of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.
6. To charge recipients for services rendered by the Association and the user for use of Association Property where such is deemed appropriate by the Board of Directors of the Association.
7. To pay taxes and other charges, if any, on or against the Common Area or accepted by the Association.
8. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.
9. Maintain, repair, replace, operate and manage the Association properties, including but not limited to, the common irrigation system and the Surface Water Management System as authorized by the South Florida Water Management District, including all retention areas, culverts and related appurtenances, including the right to reconstruct improvements after casualty and further to improve and add to the Association properties.
10. To join any elective association or partnership; provided however, for so long as Developer owns any Lot within the Property, the Developer shall appoint any representative(s) to such elective association or partnership. After Developer no longer owns any Lot within the Property, representative(s) shall be designated by vote of membership.

**IV MEMBERS**

1. The Members shall consist of the Lot Owners in the Property and all such Owners shall be members of the Association. There shall be two (2) classes of members, as follows:
  - A. **CLASS A MEMBERS.** Class A Members shall be all Lot Owners other than the Class B Member. Owners of Lots shall automatically become Class A Members upon purchase of such Lots.

the arc of a non-tangent curve concave to the Northeast having a radius of 2030.00 feet and a central angle of 04° 01' 21" (at such point the radius point of said curve bears North 86° 23' 14" East); thence Northerly along the arc of said curve, a distance of 142.52 feet; thence North 00° 24' 35" East along a line tangent to the last described curve, a distance of 180.87 feet; thence North 39° 53' 46" East, a distance of 50.79 feet to a Point of Intersection with the South right of way line of Clint Moore road as described in Official Records Book 6515, Page 412, of the said Public Records, said point also being on the arc of a non-tangent curve concave to the Northwest having a radius of 1323.00 feet and a central angle of 02° 04' 06" (at which point the radius point of said curve bears North 11° 15' 08" West); thence Northeasterly along the said South right of way line of Clint Moore Road and the North line of said Broken Sound Plaza South the following three courses: thence Northeasterly along the arc of last described curve, a distance of 47.76 feet; thence North 76° 40' 46" East along a line tangent to the last described curve, a distance of 100.00 feet to the beginning of a tangent curve concave to the Northwest having a radius of 998.93 feet and a central angle of 20° 34' 43"; thence Northeasterly along the arc of said curve, a distance of 358.78 feet; thence South 33° 53' 56" East along a radial extension of the last described curve, same line also being the West line of said Parcel 6 of Broken Sound Plaza South and the Northerly extension thereof, a distance of 219.44 feet to a point on the arc of a non-tangent curve concave to the Northwest having a radius of 183.50 feet and a central angle of 01° 13' 51" (at which point the radius point of said curve bears North 37° 34' 55" West); thence Northeasterly along the arc of said curve and the South line of said Parcel 6, a distance of 3.94 feet; thence North 51° 11' 14" East along a line tangent to the last described curve and the South line of said Parcel 6, a distance of 44.11 feet; thence South 38° 48' 46" East along the West line of said Parcel 6, a distance of 55.50 feet; thence North 51° 11' 15" East along the South line of said Parcel 6 a distance of 171.42 feet to the Point of Beginning.

## V VOTING AND ASSESSMENTS

1. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one 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. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for the Property or By Laws, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

2. The Developer shall have the right to appoint all of the directors to the Board of Directors so long as it owns at least one (1) Lot in the Property.

3. The Association will obtain operating funds by assessment of its members with which to operate in accordance with the provisions of the Declaration of Covenants and Restrictions for the Property, as supplemented by the provisions of the Articles and By Laws of the Association relating thereto.

## VI BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. So long as Developer shall have the right to appoint a majority of the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida. Developer may, in its discretion, permit the election by the Members of one (1) Member of the Board of Directors prior to the date on which Developer is obligated to turn over control of the Association to the Members.

In addition, Developer, in its sole discretion, may turn over additional seats on the Board of Directors so that Members may elect Directors to those seats prior to the time that turn over of control by Developer is required. Developer shall have the right to appoint all of the Directors to the Board of Directors until sixty (60) days subsequent to the date on which the Developer no longer owns at least one (1) Lot in Bay Pointe. All Directors appointed by the Developer shall serve at the pleasure of the Developer and may be removed from office, and a successor Director may be appointed at any time by the Developer. At the first annual election to the Board of Directors where Directors are elected by the Members, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, with the other elected Director to serve for a term of one (1) year. The election shall be by plurality vote. All Directors shall hold office until the election of new Directors at the next annual meeting or resignation of said Director. Each 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 Directors so elected or appointed at each annual election shall be for two (2) years existing at the second (2nd) annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member and may not be removed except by action of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any time by the Class B Member.

2. The names and addresses of the Members of the first Board of Directors who shall hold office until their successors are elected or appointed and have qualified, are as follows:

Roy Paskow	7900 Glades Road, Suite 200 Post Office Box 100 Boca Raton, Florida 33432
George Yeonas	7900 Glades Road, Suite 200 Post Office Box 100 Boca Raton, Florida 33432
Pat Groeniger	7900 Glades Road, Suite 200 Post Office Box 100 Boca Raton, Florida 33432

**VII OFFICERS**

1. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time, by resolution, create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1993 and until their successors are duly elected and qualified are:

President	Pat Groeniger
Vice President	George Yeonas
Vice President	Roy Paskow
Secretary	Roy Paskow
Treasurer	George Yeonas

**VIII CORPORATE EXISTENCE**

The Association shall have perpetual existence.



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 for such expenses which such tribunal shall deem proper.

2. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he 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 a Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

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

### **XIII TRANSACTIONS IN WHICH DIRECTORS OF OFFICERS ARE INTERESTED**

1. 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 are directors or officers, or 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.

2. 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.

### **XIV DISSOLUTION OR MERGER OF THE ASSOCIATION**

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

A. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

B. Dedication to the County, or its successor, of the Common Areas, as defined in the Declaration of Covenants and Restrictions for Bay Pointe, which shall be effective without the prior written consent of said County or its successor.

C. Remaining assets shall be distributed among the members as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

2. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree, be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by

