

EXHIBIT A  
TO DECLARATION OF COVENANTS

ARTICLES OF INCORPORATION  
OF

THE CLOISTER AT BROKEN SOUND PROPERTY OWNERS' ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

I. NAME

The name of this nonstock corporation shall be THE CLOISTER AT BROKEN SOUND PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), sometimes hereinafter referred to as the "Association".

I. 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 said residential area referred to as The Cloister at Broken Sound and described in the Declaration of Covenants and Restrictions for The Cloister at Broken Sound executed contemporaneously herewith by Arvida Corporation and to be recorded in the Public Records of Palm Beach County, Florida.

2. To own and maintain, repair and replace the general and/or Common Area, 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 the Property, as well as the alteration, improvement, addition or change thereto.

4. To insure compliance with the Master Land Use Plan under the Planned Unit Development Ordinance of Boca Raton, Florida, applicable to the Property.

5. To provide or provide for private security, fire protection and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto, in the Property.

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.

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 for 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.

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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, if any, 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 the Board of Directors.

#### 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.

B. CLASS B MEMBERS. The Class B Member shall be Arvida Corporation, a Delaware corporation, or its designee, successor or assignee as Developer of the Property.

2. "Developer", "Owner", "Lot" and any other defined terms used herein, and elsewhere in the Articles are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions for The Cloister at Broken Sound.

3. The Property consists of that certain real property situated in Palm Beach County, Florida, described on Exhibit A-1 attached hereto and made a part hereof.

#### 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 (but not the obligation) to appoint a majority of the Board of Directors so long as it owns at least one (1) Lot in the Property.

3. The Association will obtain funds with which to operate by assessment of its members 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 five (5) 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. There shall be two (2) Directors appointed by affirmative vote by the Class A Members so long as the Class B Member has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election to the Board of Directors, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years. In addition, the Class B Member shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to 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 for two (2) years expiring 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 the annual meeting of the members to be held in the year 1987 and until their successors are elected or appointed and have qualified, are as follows:

James Motta  
Post Office Box 100  
Boca Raton, Florida 33432

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Norman A. Cortese  
Post Office Box 100  
Boca Raton, Florida 33432

Christopher Cleary  
Post Office Box 100  
Boca Raton, Florida 33432

Grace M. Wells  
Post Office Box 100  
Boca Raton, Florida 33432

Kitt E.R. Steinberg  
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 By-laws. 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 1987 and until their successors are duly elected and qualified are:

President James Motta  
Vice President Norman A. Cortese  
Vice President Christopher Cleary  
Secretary Grace M. Wells  
Treasurer Kitt E.R. Steinberg

VIII. CORPORATE EXISTENCE

The Association shall have perpetual existence.

IX. BY LAWS

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

X. AMENDMENT TO ARTICLES OF INCORPORATION AND BY-LAWS

These Articles and By-laws may be altered, amended or repealed by vote of a majority of the Board of Directors. No amendment affecting Arvida Corporation, or its successors or assigns as Developer of the Property (as the same is defined in the Declaration of Covenants and Restrictions for the Property) shall be effective without the prior written consent of said Arvida Corporation, or its successors or assigns, as Developer.

XI. SUBSCRIBER

The name and address of the subscriber is as follows:

James Motta  
Post Office Box 100  
Boca Raton, Florida 33432

XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

A. Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a

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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 his capacity of Director or officer of the Association, or in his capacity as Director, officer, 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, 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. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. 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 or officer of the Association, or by reason of his being or having been a Director, officer, employee 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 as to which such person has been adjudged to have been guilty of negligence or misconduct 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 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

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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 OR 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 Palm Beach County, Florida, or its successor, of the Common Areas, as defined in the Declaration of Covenants and Restrictions for the Property, 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 member's 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 two-thirds (2/3) of the voting rights of the Association's members.

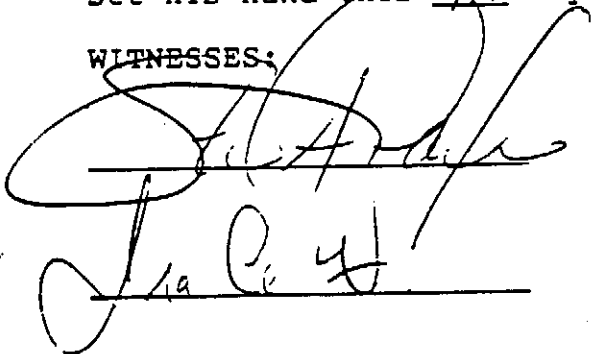
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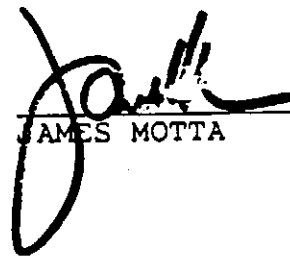
3. In the event that the Association is dissolved for any reason whatsoever, title to the surface water management system, if any, shall be transferred to either a governmental unit or other non-profit organization which will provide for the continued operation and maintenance of the surface water management system.

4. The Association may be merged into another not for profit corporation 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 merger, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.051 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members. Provided however, no merger shall be effective without the consent of the Developer for so long as it has the right to appoint any director to the Board of the Country Club Maintenance Association, Inc., which consent may be withheld for any reason whatsoever.

IN WITNESS WHEREOF, the said subscriber has hereunto set his hand this 14th day of March, 1987.

WITNESSES:


  
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JAMES MOTTA

STATE OF FLORIDA            )  
  ) SS.  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this 14th day of March, 1987, by James Motta, to me well known to be the individual described in and who made the foregoing instrument for the purposes therein expressed.

  
Notary Public  
State of Florida at Large (Seal)

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP MAR 24, 1989

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP MAR 24, 1989

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EXHIBIT A-1

LEGAL DESCRIPTION

THE CLOISTER AT BROKEN SOUND ARVIDA COUNTRY CLUB-PARCEL 4, A PLANNED UNIT DEVELOPMENT, according to the Plat thereof as recorded in Plat Book 55, Page 109, Public Records of Palm Beach County, Florida.

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