

EXHIBIT A
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
FAIRWAY BEND
ARTICLES OF INCORPORATION
OF
FAIRWAY BEND HOMEOWNERS' ASSOCIATION, INC.

ARTICLES OF INCORPORATION

OF

FAIRWAY BEND HOMEOWNERS' ASSOCIATION, INC.

I NAME

The name of this corporation shall be "FAIRWAY BEND HOMEOWNERS' ASSOCIATION, INC.", a Florida corporation not for profit, sometimes hereinafter referred to as the "Association".

II DEFINITIONS

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

A. "Developer" shall mean and refer to LEWIS & ASSOCIATES DEVELOPMENT CORP., a Florida corporation and its successors or assigns if any such successor or assign acquires the undeveloped portion of Fairway Bend from the Developer for the purpose of development and is designated as such by LEWIS & ASSOCIATES DEVELOPMENT CORP. Reference herein to LEWIS & ASSOCIATES DEVELOPMENT CORP. as the Developer of Fairway Bend is not intended, and shall not be construed, to impose upon said LEWIS & ASSOCIATES DEVELOPMENT CORP. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots within Fairway Bend from LEWIS & ASSOCIATES DEVELOPMENT CORP. and develop and resell the same.

B. "Lot" shall mean and refer to any lot or other parcel with any and all improvements thereon, in Fairway Bend platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed, whether or not one has been constructed.

C. "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 Fairway Bend, including contract sellers (but not contract purchasers) and Developer.

D. "FAIRWAY BEND" consists of that certain real property situated in Palm Beach County, Florida, described as:

"All of Fairway Bend according to the Plat thereof, recorded in Plat Book 59 at Pages 166 and 167 of the Public Records of Palm Beach County, Florida."

III PURPOSES

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

A. To promote the health, safety and social welfare of the Owners of Property within that residential area referred to as FAIRWAY BEND and described in the Declaration of Covenants and Restrictions for FAIRWAY BEND executed contemporaneously herewith by LEWIS & ASSOCIATES DEVELOPMENT CORP., a Florida corporation, and to which a copy of these 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 FAIRWAY BEND 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 FAIRWAY BEND, as well as the alteration, improvement addition and/or change thereto.

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

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 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, 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 FAIRWAY BEND and all such Property 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 Property Owners other than the Class B Member. Owners of Property shall automatically become Class A Members upon acquiring of record the fee simple title to a Lot in FAIRWAY BEND and membership shall terminate upon the current Property Owner's fee simple title being conveyed of record to a successor Property Owner.

B. Class B Members. The Class B Member shall be LEWIS & ASSOCIATES DEVELOPMENT CORP., a Florida corporation, or its designee, successor or assignee, as Developer of FAIRWAY BEND.

C. No stock certificates shall be issued to any member.

VI VOTING AND ASSESSMENTS

Subject to the restrictions and limitations hereinafter set forth, each Class A and Class B 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. One third (1/3) 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 Articles, the Declaration of Covenants and Restrictions for FAIRWAY BEND, or by law, 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.

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. So long as the Developer shall have the right to appoint all of the members of the Board of Directors as provided in paragraph C below, the Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, all Directors shall be members of the Association and residents of the State of Florida. At the first annual members meeting, so long as the Developer has the right to appoint all of the members of the Board of Directors as provided in Paragraph C below, the Developer shall appoint two (2) Directors 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. 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.

B. 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 1990 and until their successors are elected or appointed and have qualified, are as follows:

Ronald C. Lewis
c/o Lewis and Associates Development Corp.
2300 Corporate Blvd., N.W., Suite 112
Boca Raton, Florida 33431

Arthur Stein
c/o Lewis and Associates Development Corp.
2300 Corporate Blvd., N.W., Suite 112
Boca Raton, Florida 33431

George Widmaier
c/o Lewis and Associates Development Corp.
2300 Corporate Blvd., N.W., Suite 112
Boca Raton, Florida 33431

C. The Developer shall have the right to appoint all of the Directors to the Board of Directors until forty-five (45) days subsequent to the date on which the Developer no longer owns at least one (1) Lot or any property in Fairway Bend in the ordinary course of its business.

VIII OFFICERS

A. The officers of the Association shall be a President, one (1) or more Vice Presidents, a Secretary and a Treasurer, and such other officers as the Board may from time by resolution create. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws. So long as the Developer appoints at least three (3) Directors to the Board of Directors pursuant to Article VII.C above, the individual serving as the President may continuously, succeed himself in office. As of the date the Developer no longer has the right to appoint all of the members of the Board of Directors pursuant to Article VII. C above, no individual serving as President may serve two (2) consecutive, one-year terms in that office. 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 1990 and until their successors are fully elected and qualified are:

President	-	Ronald C. Lewis
Vice President & Treasurer	-	Arthur Stein
Vice President & Secretary	-	George Widmaier

IX REPRESENTATIVE TO COUNTRY CLUB MAINTENANCE ASSOCIATION, INC.

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 FAIRWAY BEND is a part. Country Club Maintenance 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 BEND HOMEOWNERS' ASSOCIATION, INC. shall represent the Members of the Association at the meetings of Country Club Maintenance Association, Inc. This Association shall elect its

representative, and an alternate representative who shall serve in the representative's absence, to Country Club Maintenance Association, Inc., in the same manner, for the same term and on and with the same conditions and limitations of office as this Association elects officers pursuant to Article VIII above. The duties and responsibilities of said representative and said alternate representative shall be as established by the Board of Directors of this Association and by the Articles of Incorporation and By-Laws of Country Club Maintenance Association, Inc.

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 Class A members of the Association and by the vote of a majority of all of the Class B members of the Association, each voting as a class, at a duly constituted meeting of the members. Provided, however, no amendment affecting LEWIS & ASSOCIATES DEVELOPMENT CORP., a Florida corporation, or its successors or its assigns, as Developer of FAIRWAY BEND shall be effective without the prior written consent of said LEWIS & ASSOCIATES DEVELOPMENT CORP., a Florida corporation or its successors or assigns, as Developer.

XIII SUBSCRIBER

The name and address of the subscriber is as follows:

Ronald C. Lewis
c/o Lewis & Associates Development Corp.
2300 Corporate Blvd, N.W., Suite 112
Boca Raton, Florida 33431

XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. 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:

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 his capacity as 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, 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 or officer of the Association, or by reason of his being or having been a Director, officer 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 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 or such expenses which such tribunal shall deem proper.

B. 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 be 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 creditors 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 Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member exists at the time of such dissolution), 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 Florida Statute 617.05 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 FAIRWAY BEND nor for the benefit of any 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 therefore 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, RONALD C. LEWIS shall be the Registered Agent of the Association and the Registered Office shall be 2300 Corporate Blvd., N.W., Suite 112, Boca Raton, Florida 33431.

XIX DEVELOPER'S RIGHTS ASSIGNABLE

LEWIS & ASSOCIATES DEVELOPMENT CORP., a Florida corporation, as the Developer under these Articles of Incorporation may freely assign, transfer or convey to any other party all or any portion of its interests, rights, obligations, privileges, duties and responsibilities as Developer under these Articles of Incorporation.

IN WITNESS WHEREOF, the said subscriber has hereunto set his hand and seal this 3rd day of June, 1988.

WITNESSES:

Jayce L. Mumford

Carol D. Tipton

Ronald C. Lewis
RONALD C. LEWIS, Subscriber

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of June, 1988, by RONALD C. LEWIS.

Jayce L. Mumford
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 6, 1991
BONDED THRU GENERAL INS. UND.



WK20A/po


Pursuant to Chapter 617.023, Florida Statutes, the following is submitted:

FAIRWAY BEND HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, at the City of Boca Raton, County of Palm Beach, State of Florida, has named RONALD C. LEWIS, located at 2300 Corporate Blvd., N.W., Suite 112, City of Boca Raton, County of Palm Beach, State of Florida, as its agent for service of process within this State.

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STATE OF FLORIDA
CLERK OF THE SUPREME COURT

ACKNOWLEDGEMENT:

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 agree to comply with the provision of said Act relative to keeping open said office.



RONALD C. LEWIS

WK20A/po