

EXHIBIT A

ARTICLES OF INCORPORATION
OF
HARBOUR GREEN HOMEOWNERS' ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

FILED
1992 MAR 31 PM 12:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I NAME

The name of this nonstock corporation shall be HARBOUR GREEN HOMEOWNERS' 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 said residential area referred to as Harbour Green and described in the Declaration of Covenants and Restrictions for Harbour Green Homeowners' 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 Harbour Green, 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 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.
 - B. **CLASS B MEMBERS.** The Class B Member shall be Arvida/JMB Partners, a Florida general partnership, 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 Harbour Green Homeowners' Association.

3. The Property consists of that certain real property situated in the County and State, more particularly described as follows:

A parcel of land being a portion of Parcel "C" of The Arvida Country Club Plat Three of University Park P.U.D. as recorded in Plat Book 51, Pages 179 through 183, of the Public Records of Palm Beach County, Florida and a portion of Section 3, Township 47 South, Range 47 South, Range 42 East, City of Boca Raton, Palm beach County, Florida being more particularly described as follows:

Commencing at the intersection of the East line of Coco Plum Boulevard and the South line of Northwest 59th Street, both of The Arvida Country Club Plat Five of University Park, P.U.D., as recorded in Plat Book 66, Pages 179 through 186, of the Public Records of Palm Beach County, Florida; thence with said East line South $00^{\circ} 13' 58''$ West, a distance of 141 feet to the Point of Beginning; thence South $89^{\circ} 46' 02''$ East a distance of 242.71 feet; thence on a tangent bearing South $25^{\circ} 23' 02''$ East, a distance of 98.02 feet; thence on a curve to the right having a radius of 50.00 feet and a central angle of $25^{\circ} 37' 00''$ a distance of 22.35 feet; thence on a tangent bearing South $00^{\circ} 13' 58''$ West, a distance of 40.00 feet; thence on a curve to the right, having a radius of 50.00 feet and a central angle of $60^{\circ} 00' 00''$, a distance of 52.36 feet; thence on a curve, reverse to the preceding curve, to the left, having a radius of 50.00 feet and a central angle of $60^{\circ} 00' 00''$, a distance of 52.36 feet; thence on a tangent bearing South $00^{\circ} 13' 58''$ West, a distance of 163.40 feet; thence on a curve to the left, having a radius of 155.00 feet and a central angle of $16^{\circ} 19' 57''$, a distance of 44.18 feet; thence on a curve, reverse to, the preceding curve, to the right, having a radius of 1000.00 feet and a central angle of $32^{\circ} 39' 54''$, a distance of 570.11 feet; thence on a curve, reverse to the preceding curve, to the left, having a radius of 155.00 feet and a central angle of $16^{\circ} 19' 57''$, a distance of 44.18 feet; thence on a tangent, bearing South $00^{\circ} 13' 58''$ West, a distance of 20.76 feet; thence on a curve to the left, having a radius of 100.00 feet and a central angle of $47^{\circ} 11' 47''$, a distance of 82.37 feet; thence on a curve, reverse to the preceding curve, to the right, having a radius of 284.00 feet and a central angle of $91^{\circ} 29' 24''$, a distance of 453.49 feet; thence on a tangent, to the preceding curve, bearing South $44^{\circ} 31' 35''$ West, a distance of 97.94 feet to the East line of Willow Springs Drive of Broken Sound Parcel 29 as recorded in Plat Book 63, Pages 126 through 129, of the said Public Records; thence with last mentioned East line, on a curve to the right, having a radius of 646.00 feet and a central angle of $19^{\circ} 48' 21''$, a distance of 223.31 feet, said curve at its point of beginning having a tangent bearing of North $45^{\circ} 28' 25''$ West, to the Northern terminus of the last mentioned East line and the Southern terminus of the first mentioned East line; thence with first mentioned East line for the following two courses: 1) on a curve to the right, compound with preceding curve, to the right, having a radius of 836.01 feet and a central angle of $25^{\circ} 54' 02''$, a distance of 377.92 feet; 2) on a tangent, bearing North $00^{\circ} 13' 58''$ East, a distance of 1075.14 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 or any property Harbour Green. 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
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George Yeonas	7900 Glades Road, Suite 200 Post Office Box 100 Boca Raton, Florida 33432
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Ira Martin	7900 Glades Road, Suite 200 Post Office Box 100 Boca Raton, Florida 33432
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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 1992 and until their successors are duly elected and qualified are:

President	Ira Martin
Vice President	George Yeonas
Vice President	Roy Paskow
Secretary	Roy Paskow
Treasurer	George Yeonas

VIII CORPORATE EXISTENCE

The Association shall have perpetual existence.

IX BYLAWS

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

X AMENDMENT TO ARTICLES OF INCORPORATION AND BYLAWS

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/JMB Partners, a Florida general partnership, or its successors or assigns as Developer of the Property shall be effective without the prior written consent of said Arvida/JMB Partners or its successors or assigns, as Developer.

XI SUBSCRIBER

The name and address of the subscriber is as follows:

Beatrice T. Williams	7900 Glades Road, Suite 200 Post Office Box 100 Boca Raton, Florida 33432
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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 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.

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 Harbour Green, 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 two-thirds (2/3) of the voting rights of the Association's members.

3. In the event that the Association is dissolved for any reason whatsoever, title to the surface water management system 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 Association which consent may be withheld for any reason whatsoever.

XV INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office is 7900 Glades Road, Suite 200, Boca Raton, Florida 33429 and the initial registered agent at such address is Ted R. Brown.

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10th day of ~~December~~ ^{March}, 1991. IN WITNESS WHEREOF, the said subscriber has hereunto set his hand this

WITNESSES:


Eileen A. Paucian
Eileen A. Paucian
Susan M. Silens
Susan M. Silens

BEATRICE T. WILLIAMS

Beatrice Williams

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

The foregoing instrument was acknowledged before me this 30 day of March, 1992, by Beatrice T. Williams, to me well known to be the individual described in and who made the foregoing instrument for the purposes therein expressed. She is known to me and did not take an oath.



Susan M. Salerno, Notary Public
State of Florida at Large (Seal)
Serial No. AA318730

My Commission Expires:

HarArt(1)/1/14/92

FILED
1992 MAR 31 PM 12:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT C

**PARCELS A AND B OF HARBOUR GREEN OF UNIVERSITY PARK P.U.D., AS
RECORDED IN PLAT BOOK 68 AT PAGE 150 OF THE PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA**