

EXHIBIT B

TO

DECLARATION OF COVENANTS AND RESTRICTIONS
AND PARTY FACILITIES

OF

WILLOW GREENS

ARTICLES OF INCORPORATION

OF

WILLOW GREENS
HOMEOWNERS ASSOCIATION, INC.

B5172 P0539

ARTICLES OF INCORPORATION
OF
WILLOW GREENS
HOMEOWNERS ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be Willow Greens Homeowners Association, Inc., which corporation shall hereinafter be referred to as the "Association".

ARTICLE II

PURPOSE

The purpose and object of the Association shall be to administer the operation and management of all common areas and/or recreational areas within Willow Greens at Broken Sound, located in Palm Beach County, Florida, pursuant to the plat thereof recorded in Plat Book 55 at Pages 179-181 of the Public Records of Palm Beach County, Florida; and to undertake the performance of the acts and duties, incident to the administration of the operation and management of said common areas and recreational areas and other properties located within said property (hereinafter the "development"), in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation, and which may be contained in the formal Declaration of Covenants and Restrictions and Party Facilities of Willow Greens which shall be recorded in the Public Records of Palm Beach County, Florida; and to take and hold fee simple title to said common areas and/or recreational areas and to operate, lease, mortgage, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration and maintenance of the above-referenced property; and further, to foster a residential community throughout the development.

ARTICLE III

POWERS

The Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles and the formal Declaration of Covenants and Restrictions and Party Facilities of Willow Greens as aforementioned and all of the powers and duties reasonably necessary to implement and effectuate the purposes of the Association, as hereinabove set forth, including, but not limited to, the following:

(a) To make, establish and enforce reasonable rules and regulations governing the use of the common areas and recreational areas as delineated upon the Plat of Willow Greens at Broken Sound and as such terms are further defined by the formal Declaration of Covenants and Restrictions and Party Facilities of Willow Greens as hereinabove referred to.

(b) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association.

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(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To undertake the maintenance, repair, replacement and operation of the common areas, recreational areas, buffer areas and/or property leased or acquired by the Association for the benefit of its members.

(e) To purchase insurance upon the common areas and recreational areas and insurance for the protection of the Association and its members.

(f) To reconstruct the improvements upon the common areas and recreational areas after casualty and construct further improvements upon and within these properties.

(g) To make reasonable rules and regulations respecting the maintenance and use of any properties located within the development including, but not limited to, the individual residential units therein located.

(h) To undertake the maintenance and repair of the individual residential yard areas.

(i) To do anything necessary or proper in law or equity or otherwise to enforce the provisions of the formal Declaration of Covenants and Restrictions and Party Facilities of Willow Greens, these Articles of Incorporation and the By-Laws of the Association and the Rules and Regulations for the use and maintenance of the properties within the development and the Declaration of Maintenance Covenants for Arvida Country Club.

(j) To contract for the management of the common areas, recreational areas and other properties for which the Association is responsible, and to delegate all management powers and duties to a qualified person, firm or corporation.

(k) To employ personnel necessary to perform the obligations, services and duties required of the Association and for the proper operations of the properties for which the Association is responsible.

(l) To acquire fee simple title to recreational areas and recreational facilities and to make and collect assessments against members to defray the cost of taxes, maintenance, repair, operation of land and improvements thereon and to satisfy the obligations for the acquisition of same whether by way of payments under the term of promissory notes and mortgages encumbering same or by way of other obligations.

(m) To acquire and/or sell and to enter into any agreements whereby it acquires and/or sells any interest in real or personal property, whether by fee or otherwise, whether or not contiguous to the land located within Willow Greens at Broken Sound provided that all of the transactions contemplated herein are to be for the use, benefit and enjoyment of the members of the Association. This shall include, but not be limited to, acquisition and/or lease of real property and/or personal property as and for recreational and community facilities.

2. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Covenants and Restrictions and Party Facilities of Willow Greens, these Articles of Incorporation and the By-Laws of the Association.

3. The Association shall make no distribution of income to its members, directors or officers.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Covenants and Restrictions and Party Facilities of Willow Greens and the By-Laws of the Association.

ARTICLE IV

MEMBERS

1. The members of the Association shall consist of all of the record owners of each Dwelling Unit constructed upon a lot in Willow Greens at Broken Sound, according to the Plat thereof, recorded in Plat Book 55 at Pages 179-181 of the Public Records of Palm Beach County, Florida.

2. Transfer of membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to a dwelling unit and the delivery to the Association of a certified copy of such instrument; the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Dwelling Unit.

4. The members of the Association, singly or collectively, shall be entitled to only one(1) vote for each Dwelling Unit owned by them. The exact manner of exercising voting rights when there are two (2) or more owners of one (1) Dwelling Unit, shall be determined by the By-Laws of the Association.

ARTICLE V

DIRECTORS

1. The affairs of the Association will be managed by a Board consisting of the number of directors as shall be determined by the By-Laws of the Association, but shall not be less than three (3) in number. In the absence of a determination as to the number of members, the Board of Directors shall consist of three (3) directors.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of directors by the membership of the Association shall not be held until after all of the Dwelling Units have been sold and closed by the Developer, or until the Developer shall voluntarily call an election, whichever event shall first occur.

4. The directors herein named shall serve until the first election of directors by Association members, and any vacancies in the number occurring before the first election shall be filled by the remaining directors.

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

<u>NAME</u>	<u>ADDRESS</u>
Donald Gache	6414 Via Rosa Boca Raton, FL 33433
Eugene N. Suttin	1948 Woodlake Terrace Deerfield Beach, FL 33442
Karen P. Kondell	9100 S. Dadeland Blvd. Miami, Florida 33156

ARTICLE VI

OFFICERS

The affairs of the Association shall initially be administered by the officers named in these Articles of Incorporation and any vacancy shall be filled by appointment of the first Board of Directors. After the Developer has relinquished control of the Association, the officers shall be elected by the Board of Directors at its first meeting following the first meeting of the members of the Association at which the Board of Directors is elected. The officers shall serve for an annual term at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

<u>NAME AND ADDRESS</u>	<u>OFFICE(S)</u>
Donald Gache 6414 Via Rosa Boca Raton, FL 33433	President
Eugene N. Suttin 1948 Woodlake Terrace Deerfield Beach, FL 33442	Vice-President and Secretary

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with 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 Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in that event of a settlement, indemnification shall apply only when the Board of Directors approve 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 other rights to which such director or officer may be entitled.