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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EXHIBIT A

ARTICLES OF INCORPORATION  
OF  
ARVIDA COUNTRY CLUB MAINTENANCE ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

ARTICLE I  
NAME

The name of this corporation shall be ARVIDA COUNTRY CLUB MAINTENANCE ASSOCIATION, INC. (the "Association").

ARTICLE II  
PURPOSES

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

1. To promote the health, safety and social welfare of the Owners as defined in the Declaration of Covenants and Restrictions for Arvida Country Club within that area described in Article IV hereof, which area will be hereinafter referred to as "Arvida Country Club" or "Property".

2. To maintain and/or repair landscaping in the general and/or Common Areas as defined in the Declaration of Covenants and Restrictions for Arvida Country Club, parks, sidewalks and/or access paths, streets and other Common Areas, structures and other improvements in Arvida Country Club 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 of any type, including walls, fences, swimming pools, docks, bulkheading, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Arvida Country Club, 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 Arvida Country Club.

5. To control and maintain the waterways, lakes and ponds in Arvida Country Club.

6. To 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 Arvida Country Club.

7. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate and/or convenient.

8. To operate without profit for the sole and exclusive benefit of its members.

ARTICLE III  
GENERAL POWERS

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

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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.

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, real or personal property; 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, including contracting for the management of the Association and Association properties.

5. To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with condominium associations or other property owners' groups 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 Property or accepted by the Association.

8. To borrow money and, from time to time, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

9. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

10. Maintain, repair, replace, operate and manage the Association properties and the Surface Water Management System as authorized by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, including the right to reconstruct improvements after casualty and further to improve and add to the Association properties.

11. This is a non-stock corporation.

#### ARTICLE IV

##### MEMBERS

1. The Members shall consist of the property owners in Arvida Country Club, the Property comprising Arvida Country Club being described in Section 2 of this Article, and all such Property owners shall be members of the Association. There shall be three (3) classes of members, as follows:

A. CLASS A MEMBERS. Class A Members shall be all

owners of residential condominium units and Lots as defined in the Declaration of the Association in Arvida Country Club, except the Class C Member. Class A Members shall be represented in all matters concerning the Association by a representative of the condominium or homeowner's association to which they belong. Owners of condominium units and Lots shall automatically become Class A members upon purchasing said units.

B. CLASS B MEMBERS. Class B Members shall be all Property Owners other than the Class C Member and residential condominium and Lot Owners in Arvida Country Club. Owners of Property shall automatically become Class B Members upon purchase of such Property.

C. CLASS C MEMBERS. The Class C Member shall be Arvida Corporation, a Delaware corporation, or its designee, successor or assignee, as Developer of Arvida Country Club.

2. Arvida Country Club consists of a parcel of land in Sections 2 and 3, Township 47 South, Range 42 East, Palm Beach County, Florida, more particularly described in that certain Declaration of Covenants and Restrictions for Arvida Country Club to be recorded in the Public Records of Palm Beach County, Florida.

#### ARTICLE V

##### VOTING AND ASSESSMENTS

1. Subject to the restrictions and limitations hereinafter set forth, each Member shall have one (1) vote for each Ten Thousand and No/100 U.S. Dollars (\$10,000.00) of assessed value, or fraction thereof (as assessed annually by the Tax Assessor of Palm Beach County, Florida) of property owned by such Member in Arvida Country Club.

2. Class A Members shall be represented solely and exclusively by the condominium or homeowner's association, through a representative thereof, to which they belong. Each condominium or homeowner's association in Arvida Country Club shall represent its members with respect to Association matters and shall have that number of votes to cast corresponding to the total number of votes held by its members according to the formula set forth above. All notices and other official communications from the Association to the condominium or homeowner's association shall be to that representative. Only that representative shall have the right to attend and participate in the meetings of the Association.

3. Class B Members may represent themselves. The total assessed value of all Property in Arvida Country Club owned by any particular Class B Member shall determine the number of votes to which such Class B Member is entitled.

4. The Class C Member shall have the right to appoint a majority of the Board of Directors until such time as it owns less than one (1) acre, improved or unimproved, in Arvida Country Club; and thereafter so long as the Class C Member owns any Property, developed or undeveloped, in Arvida Country Club, it shall have the right to appoint one (1) Director. The assessed value of any condominium units or Lots owned by the Class C Member shall not be included in the number and assessed value of condominium units or Lots owned by Class A Members represented by a particular condominium or homeowner's association.

5. The Association will obtain funds with which to operate by assessment of its Members in accordance with provisions of the Declaration of Covenants and Restrictions for Arvida Country Club as supplemented by the provisions of the By Laws of the Association relating thereto.

ARTICLE VI  
BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida. There shall be three (3) Directors appointed by the Class C Member and a total of two (2) Directors elected by the Class A and Class B Members as a class so long as the Class C Member has the right to appoint a majority of the Board of Directors; thereafter, the Class C Member shall appoint one (1) Director and the remaining Directors shall be elected as provided hereinafter. 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, and the term of office of the other elected Director shall be established at one (1) year. In addition, the Class C Member shall appoint 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 Directors 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. In no event can a Board member appointed by the Class C Member be removed except by action of the Class C Member; nor can a Board member elected by Class A and Class B Members be removed except by action of Class A and/or B Members, acting as a class while the Class C Member still has a right to appoint a majority of the Board and acting separately thereafter.

2. At such time as the Class C Member shall no longer have the right to appoint a majority of the Board of Directors, Class A and Class B Members shall elect Board members separately for the Directors to which their respective voting rights entitle them. The percentage of Board members representing each class shall in such case be based on a fraction, the numerator of which is the total amount of assessed value of Property owned by the Members of such class in Arvida Country Club, and the denominator of which is the total amount of assessed value of Property owned by Class A and Class B Members in Arvida Country Club. Fractions shall be rounded to the nearest whole number. At such time as Class A and Class B Members elect Directors in separate elections, there shall be a separate Nominating Committee as defined in the By Laws of the Association for each class.

3. 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 1986 and until their successors are elected or appointed and have qualified, are as follows:

Robert E. Anderson	Post Office Box 100 Boca Raton, Florida 33432
Norman A. Cortese	Post Office Box 100 Boca Raton, Florida 33432
Christopher Cleary	Post Office Box 100 Boca Raton, Florida 33432
Maria Fernandez	Post Office Box 100 Boca Raton, Florida 33432

Kitt E. R. Steinberg

Post Office Box 100  
Boca Raton, Florida 33432

ARTICLE 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 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.

2. 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 1985 and until their successors are duly elected and qualified are:

President	Robert E. Anderson
Vice President	Norman A. Cortese
Vice President	Christopher Cleary
Secretary	Maria Fernandez
Treasurer	Kitt E.R. Steinberg

ARTICLE VIII  
CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE XI  
BY LAWS

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

ARTICLE X  
AMENDMENT TO ARTICLES OF INCORPORATION AND BY LAWS

These Articles and By Laws may be altered, amended or repealed only pursuant to resolution of the Board of Directors and vote of members as set forth in Sections 617.017 and 617.018 of the Florida Statutes (1983) as they exist on the date hereof; provided no amendment affecting Arvida Corporation, a Delaware corporation, or its successors or assigns as Developer of Arvida Country Club (as the same is defined in the Declaration of Maintenance Covenants for Arvida Country Club) shall be effective without the prior written consent of said Arvida Corporation, or its successors or assigns, as Developer and no amendment shall be valid without an act of the Board of Directors.

ARTICLE XI  
SUBSCRIBERS

The name and residence addresses of the subscribers are as follows:

Maria A. Fernandez	1530 Aususta Circle #143 Delray Beach, Florida 33445
Robert E. Anderson	20090 Boca West Drive #314B Boca Raton, Florida 33434
Kitt E.R. Steinberg	12006 Northwest 20th Street Plantation, Florida 33323

ARTICLE 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 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, 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 no lo 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 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.

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ARTICLE 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.

ARTICLE XIV  
DISSOLUTION 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 C Member (or its predecessor in interest) shall be returned to the Class C Member (whether or not a Class C Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

B. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

C. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of Arvida Country Club. The year of dissolution shall count as a whole year for the purposes of the preceding fractions.

2. The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) 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 Annotated 617.05 or statute of similar import.

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.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals this 1st day of September, 1985.

WITNESSES: Beatrice Dickerson Maria A. Fernandez  
Linda C. Ziegler MARIA FERNANDEZ

Beatrice Dickerson Robert E. Anderson  
Linda C. Ziegler ROBERT E. ANDERSON

Beatrice Dickerson Kitt E.R. Steinberg  
Linda C. Ziegler KITT E.R. STEINBERG

STATE OF FLORIDA :  
COUNTY OF PALM BEACH : SS.

The foregoing instrument was acknowledged before me this 11th day of September, 1985, by Kitt E.R. Steinberg, Maria Fernandez and Robert E. Anderson, to me well known to be the individuals described in and who executed the foregoing instrument for the purposes therein expressed.

(Seal) Linda C. Ziegler  
Notary Public  
State of Florida at Large  
My Commission Expires:

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