

EXHIBIT A

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of SEA RANCH CLUB OF BOCA CONDOMINIUM ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 761055.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
12th day of October, 1988.



Jim Smith  
Secretary of State

FILE

ARTICLES OF INCORPORATION  
OF

DEC 21 4 07 PM '01

SEA RANCH CLUB OF BOCA CONDOMINIUM ASSOCIATION, INC.

(A Florida Corporation Not-For-Profit)

In order to form a corporation not-for-profit, under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit, for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

The terms contained in these Articles shall have the meaning set forth in the "Act" (as hereinafter defined), and for clarification the following terms will have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of "Submission" (as that term is hereinafter defined).

B. "Apartment" means "Unit" as set forth in the Act and is that portion of the "Condominium Property" within a "Sea Ranch Club of Boca Condominium" (as those terms are hereinafter defined) which is subject to exclusive ownership

C. "Apartment Owner" means "Unit Owner" as set forth in the Act and is the owner of an Apartment.

D. "Articles" means this document.

E. "Assessment" means a share of funds required for the payment of "Common Expenses" (as hereinafter defined) which from time to time is assessed against an Apartment Owner.

F. "Association" means this corporation.

G. "Association Areas" means those portion of the "Common Elements" (as hereinafter defined) of any Sea Ranch Club of Boca Condominium developed pursuant to the "Club Plan" described in Article II hereof that are

available for the use of all of the "Members" (as that term is hereinafter defined) of this Association and their family members, guests and invitees.

H. "Board" means the Board of Directors of this Association which shall be divided into "Class(es) of Directors" as hereinafter set forth.

I. "By-Laws" means the By-Laws of this Association.

J. "Common Elements" means the part of the Condominium Property that is not included in the Apartments.

K. "Common Expenses" means the expenses for which Apartment Owners are liable to this Association as defined in the Act and as described in the "Condominium Documents" (as hereinafter defined) or designated as Common Expenses by the Board.

L. "Condominium Declaration" means the Declaration of Condominium by which a Sea Ranch Club of Boca Condominium is submitted to condominium ownership by the Developer in accordance with the Act.

M. "Condominium Documents" means in the aggregate each Condominium Declaration, these Articles, the By-Laws and all of the instruments and documents referred to therein and executed in connection with a Sea Ranch Club of Boca Condominium.

N. "Condominium Property" means the real property and all improvements, now or hereafter created thereon, including Apartments, Common Elements, and all easements and rights appurtenant thereto intended for use in connection with a Sea Ranch Club of Boca Condominium.

O. "Developer" means Sea Ranch Properties, Inc., a Delaware corporation, and Oceanside Communities, Inc., a Florida corporation, d/b/a Sea Ranch Club of Boca, their grantees, successors and assigns; provided, however, an Apartment Owner shall not, solely by the purchase of an Apartment, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents, unless such Apartment Owner is specifically so designated as a successor or assign of such rights in the respective instrument of conveyance or any other instrument executed by De-

veloper. Nothing in the Condominium Documents shall be construed to prevent or otherwise limit Developer from assigning or jointly exercising all rights given to the Developer under the Condominium Documents with other entities that may become a developer of a Sea Ranch Club of Boca Condominium.

P. "Director" means a member of the Board.

Q. "Member" means a member of this Association. The Members shall be divided into "Class(es) of Members" as hereinafter set forth.

R. "Sea Ranch Club of Boca" is the name given to the residential development planned to be created pursuant to the Club Plan set forth in Article II of these Articles.

S. "Sea Ranch Club of Boca Condominium" means a particular condominium in Sea Ranch Club of Boca which is the subject of a particular Condominium Declaration.

T. "Submission" means the recording of the first Condominium Declaration for a Sea Ranch Club of Boca Condominium amongst the Public Records of Palm Beach County, Florida.

#### ARTICLE I

##### NAME

The name of this Association shall be SEA RANCH CLUB OF BOCA CONDOMINIUM ASSOCIATION, INC., whose present address is 4141 North Ocean Boulevard, Boca Raton, Florida 33431.

#### ARTICLE II

##### PLAN FOR DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop Sea Ranch Club of Boca I, A Condominium ("Sea Ranch Club of Boca I") on property (the "Land") it owns in Section 9, Township 47 South, Range 43 East in Palm Beach County, Florida. The Land will be divided into the "Phase A Land" and the "Phase B Land". Developer intends to develop Sea Ranch Club of Boca I as a "phase condominium" as contemplated by Section 718.403 of the Act which is planned to consist

of "Phase A" and "Phase B" if, as and when an amendment adding Phase B to Sea Ranch Club of Boca I is recorded by Developer. Developer may in the future acquire a parcel of real property adjacent to the Land (hereinafter referred to as the "Future Land") which term shall also include the Phase B Land if the Developer determines not to add Phase B to Sea Ranch Club of Boca I. The Phase A Land, the Phase B Land and the Future Land are hereinafter referred to as the "Total Land". Developer intends to establish the plan ("Club Plan") set forth in this Article II for the development of the Total Land as Sea Ranch Club of Boca. The Club Plan constitutes the following:

1. There shall be a maximum number of five hundred ninety-seven (597) residential dwelling units ("Total Maximum Club Units") in all of Sea Ranch Club of Boca.

2. To the extent that any portion of the Future Land and the residential dwelling units and other improvements located thereon are submitted to the condominium form of ownership as a Sea Ranch Club of Boca Condominium, it is intended that this Association shall be responsible for operating any and all such condominiums in addition to Sea Ranch Club of Boca I and that each owner of an Apartment therein shall be a member of this Association.

3. All Sea Ranch Club of Boca Condominiums shall be administered by this Association in accordance with the several Condominium Declarations, these Articles and the By-Laws of this Association. To the extent that Common Elements are designated "Association Areas" by a Condominium Declaration or its exhibits, it is hereby declared that these Association Areas shall be used by all Members of this Association, their family members, guests and invitees in accordance with the provisions of the several Condominium Declarations, these Articles and the By-Laws and Rules and Regulations of this Association. Further, as part of the Club Plan, it is intended that portions of the Common Elements shall be subject to certain easements as set forth in the Condominium Declarations.

B. All or any portion of the Future Land may be developed with residential housing units either as a condominium which is not a Sea Ranch Club of Boca Condominium or as a non-condominium development, such as rental housing or cooperatively owned housing, etc. Developer, its grantees or assigns, hereby reserves the right to use the name "Sea Ranch of Boca" as part of the designation of such development, and further Developer may retain, transfer, convey or assign the easements reserved in the Condominium Declarations in connection with such development.

C. In the event that Developer decides (which decision shall be within Developer's sole discretion) not to add all or any part of the Future Land as a part of Sea Ranch Club of Boca, notice of such decision shall be given to this Association by certified mail and there shall be filed amongst the Public Records of Palm Beach County, Florida, a statement ("Withdrawal Statement") that Developer has terminated the Club Plan which statement shall specify the portion of the Future Land no longer to become part of Sea Ranch Club of Boca and the amount by which the Total Maximum Club Units have been reduced by reason of the Withdrawal Statement. The effect of filing the Withdrawal Statement shall be that the portion of the Future Land described therein shall no longer become part of Sea Ranch Club of Boca.

D. The purpose for which this Association is organized is to maintain, operate and manage the Sea Ranch Club of Boca Condominiums and to operate, lease, trade, sell and otherwise deal with Sea Ranch Club of Boca and the improvements located therein now or in the future in accordance with the Condominium Documents and the Act. Additionally, this Association shall at all times maintain, at its own cost, certain water management facilities located on the Total Land pursuant to Permit Number 50-00699-S issued by the South Florida Water Management District, as well as any other similar facilities as may be required from time to time. In the event this Association shall be terminated for any reason, this Association, prior to its termination, shall grant to an appropriate governmental authority the responsibility to operate

and maintain such water management facilities and shall execute any and all documents to effect such grant.

### ARTICLE III

#### POWERS

This Association shall have the following powers which shall be governed by the following provisions:

A. This Association shall have all of the common law and statutory powers of a corporation not-for-profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. This Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of this Association, including, but not limited to, the following:

1. to make, establish and enforce reasonable rules and regulations governing the Sea Ranch Club of Boca Condominiums and the use of Apartments, Common Elements and Condominium Property;

2. to make, levy, collect and enforce the collection of Assessments against Apartment Owners to provide funds to pay for the expenses of this Association and the maintenance, operation and management of the Sea Ranch Club of Boca Condominiums in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of this Association;

3. to make, levy, collect and enforce the collection of all charges which Apartment Owners are obligated to pay pursuant to the Condominium Documents.

4. to maintain, repair, replace and operate the Condominium Property in accordance with the Condominium Documents and the Act;

5. to reconstruct improvements of the Condominium Property in the event of casualty or other loss;

6. to enforce by legal means the provisions of the Condominium Documents; and

7. to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of this Association, including, but not limited to, agreements as to management of the Sea Ranch Club of Boca Condominiums and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses. However, this Association and its officers shall retain at all times the powers and duties granted to them by the Condominium Documents and Act including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of this Association.

#### ARTICLE IV

##### MEMBERS

The qualification of Members, the manner of their admission to membership in this Association, the manner of the termination of such membership and voting by Members shall be as follows:

A. Until Submission, the Members of this Association shall be comprised solely of the Subscribers ("Subscriber Members") to these Articles; and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one (1) vote on all matters requiring a vote of the Members.

B. Upon Submission, the Subscriber Members' rights and interests shall be automatically terminated and the Apartment Owners, which in the first instance means Developer as the owner of the Apartments, shall be entitled to exercise all of the rights and privileges of Members.

C. Membership in this Association shall be established by the acquisition of ownership of an Apartment as evidenced by the recording of an instrument of conveyance amongst the Public Records of Palm Beach County, Florida, whereupon, the membership in this Association of the prior owner thereof, if any, shall terminate as to that Apartment. Where title to an Apartment is acquired from a party other than Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Apartment shall not be a Member unless or until such acquisition is in compliance with Article XVI of the Declaration. New Members shall deliver a true copy of the recorded instrument of acquisition of title to this Association.

D. No Member may assign, hypothecate or transfer in any manner his membership in this Association or his share in the funds and assets of this Association except as an appurtenance to his Apartment.

E. Membership in this Association shall be divided into classes, with the first Class of Members consisting of the Apartment Owners in Phase A of Sea Ranch Club of Boca I ("Class I-A Members"). If, as and when Phase B of Sea Ranch Club of Boca I is submitted to condominium ownership a second Class of Members shall be created consisting of Apartment Owners in Phase B of Sea Ranch Club of Boca I ("Class I-B Members"). If, as and when additional Sea Ranch Club of Boca Condominiums are submitted to condominium ownership, a Class of Members shall be created for Apartment Owners in each such Sea Ranch Club of Boca Condominium; provided, however, if such Sea Ranch Club of Boca Condominium contains two hundred twenty-five (225) or more Apartments, the Apartment Owners may be divided into two (2) Classes of Members in accordance with the Condominium Documents for such Sea Ranch Club of Boca Condominium.

F. In the event a Sea Ranch Club of Boca Condominium is terminated in accordance with its Condominium Declaration, the former Apartment Owners

in such terminated Sea Ranch Club of Boca Condominium shall no longer be Members of this Association.

G. The following provisions shall govern the right of each Member to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Apartment, and if there is more than one owner with respect to an Apartment as a result of the ownership interest in such Apartment being held by more than one (1) person, such owners, collectively, shall be entitled to only one (1) vote in the manner determined by the Condominium Declaration.

2. All of the Members of this Association shall vote thereon as one body, without distinction as to Class on matters which pertain to all of the Sea Ranch Club of Boca Condominiums, the Association Areas, the exterior appearance of all buildings located on the Total Land or this Association.

3. On matters pertaining exclusively to a Sea Ranch Club of Boca Condominium or Class of Members, only the affected Class shall vote thereon.

4. On matters which pertain to one or more Classes of Members but not to all of such Classes, or which pertain to each Class of Members, but to each such Class in a different degree or different manner, then each Class of Members affected thereby shall vote separately as a Class thereon.

5. Subject to the provisions of Subparagraphs 1, 2, 3 and 4 immediately preceding, the Board shall determine whether a matter which is subject to a vote of the Members shall be voted on by Classes or by the entire membership of this Association as a whole. In the event of a deadlock on the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

6. In the determination of whether a quorum exists or whether this Association or a Class of Members has duly acted with respect to any matter,

(a) On matters which are voted on by the Association at large, such determination shall be made with respect to the number of all of the Members.

(b) On matters which are voted on by a Class, such determination shall be made with respect to the number of Members of such Class.

(c) On matters which are voted on by more than one Class, such determination shall be made separately with respect to the number of Members of each Class and satisfied by each Class voting thereon.

7. The Members shall elect the Board in the manner provided in Article IX of these Articles.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

H. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of fifty-one (51%) percent of all its Members prior to commencing any lawsuit other than for the following purposes:

1. the collection of Assessments;
2. the collection of other charges which Apartment Owners are obligated to pay pursuant to the Condominium Documents;
3. the enforcement of the use and occupancy restrictions contained in the Condominium Documents;
4. the enforcement of the restrictions on the sale, lease and other transfers of Apartments contained in the Condominium Documents; or
5. in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Condominium Property or to Apartment Owner(s).

#### ARTICLE V

##### TERM

The term for which this Association is to exist shall be perpetual.

#### ARTICLE VI

##### SUBSCRIBERS

The names and residences of the Subscribers to these Articles are as follows:

| <u>NAME</u>       | <u>ADDRESS</u>                                          |
|-------------------|---------------------------------------------------------|
| Charles L. Palmer | 2205 Middle River Drive<br>Fort Lauderdale, Florida     |
| Denton E. McGinty | 2730 N. E. 57th Court<br>Fort Lauderdale, Florida       |
| Allan Hanselman   | 111 East Las Olas Boulevard<br>Fort Lauderdale, Florida |

#### ARTICLE VII

##### OFFICERS

A. The affairs of this Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if

elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. No officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

#### ARTICLE VIII

##### FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

|                |                   |
|----------------|-------------------|
| President      | Charles L. Palmer |
| Vice President | Denton E. McGinty |
| Secretary      | Allan Hanselman   |
| Treasurer      | Allan Hanselman   |

#### ARTICLE IX

##### BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors (the "First Board") shall be three (3) who shall serve, notwithstanding anything contained herein to the contrary, until the "Initial Election Meeting" (as that term is hereinafter defined) of Sea Ranch Club of Boca I.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

| <u>NAME</u>       | <u>ADDRESS</u>                                      |
|-------------------|-----------------------------------------------------|
| Charles L. Palmer | 2205 Middle River Drive<br>Fort Lauderdale, Florida |

Denton E. McGinty

2730 N. E. 57th Court  
Fort Lauderdale, Florida

Allan Hanselman

111 East Las Olas Boulevard  
Fort Lauderdale, Florida

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve.

C. The method by which each Class of Directors shall be created shall be as provided for in this Paragraph C. Each Class of Directors, unless otherwise stated herein, shall be three (3) in number. Upon Submission, the first Class of Directors, namely, Class I-A Directors, shall be created. If, as and when Phase B of Sea Ranch Club of Boca I is submitted to condominium ownership by the recording of an amendment to the Condominium Declaration for Sea Ranch Club of Boca I, an additional class of Directors, namely, Class I-B Directors, shall be created. If, as and when additional Sea Ranch Club of Boca Condominiums are submitted to condominium ownership, a Class of Directors shall be created for each additional Sea Ranch Club of Boca Condominium which is submitted to condominium ownership. In the event an additional Sea Ranch Club of Boca Condominium shall consist of two hundred twenty-five (225) or more Apartments, the Class of Directors in such Sea Ranch Club of Boca Condominium shall contain six (6) Directors which may be divided into two (2) Classes, each having an equal number of Directors in accordance with the Condominium Documents for such Sea Ranch Club of Boca Condominium.

D. When Apartment Owners other than Developer ("Purchaser Members") shall own fifteen (15%) percent of the total number of Apartments intended to be contained in Phase A and Phase B, the Class I-A Purchaser Members and Class I-B Purchaser Members, if applicable, shall be entitled to elect by plurality vote one-third (1/3) of the Class I-A Directors and Class I-B Directors, if applicable, respectively, which election shall take place at a special meeting ("Initial Election Meeting"), notice of which shall be given by the Board within sixty (60) days of such conveyance of fifteen (15%) percent of

the total number of Apartments in Phase A and Phase B to Purchaser Members. Developer shall designate the remaining Class I-A and Class I-B Directors, if applicable, of the Board at the Initial Election Meeting.

When Purchaser Members shall own fifteen (15%) percent of the total number of Apartments in each subsequent Sea Ranch Club of Boca Condominium, if any, such Directors shall be elected or designated by procedure similar to the preceding paragraph and in accordance with Paragraph C of this Article IX.

Each respective Class of Directors elected at an Initial Election Meeting shall succeed upon their election and designation, in part, to the respective Class of Directors appointed by Developer. Subject to the provisions of Paragraph E. herein, each Class of Directors shall serve until the next "Annual Members Meeting" (as that term is defined in the By-Laws). At such time, one-third (1/3) of each Class of Directors shall be elected by the plurality vote of Purchaser Members of each respective Class and the remaining Directors of each Class shall be designated by Developer. Each Class of Directors shall continue to be so elected and designated at each subsequent Annual Members Meeting until the "Majority Election Meeting" (as hereinafter defined). Developer reserves the right, until the Majority Election Meeting, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph D.

E. Class I-A Purchaser Members, Class I-B Purchaser Members and all other Classes of Purchaser Members, if any, are entitled to elect not less than a majority of the Class of Directors representing them upon the happening of any of the following events, whichever shall first occur (the "Majority Election Event"):

1. Three (3) years after fifty (50%) percent of the Total Maximum Club Units or the new maximum number of Apartments, as stated in the filed Withdrawal Statement, if any (hereinafter referred

to in either case as "Composite Apartments"), have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of Palm Beach County, Florida; or

2. Three (3) months after ninety (90%) percent of the Composite Apartments have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of Palm Beach County, Florida; or

3. When all of the Composite Apartments have been completed (as evidenced by the issuance of a Certificate of Occupancy for all of same) and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or

4. When some of the Composite Apartments have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

5. When Developer, as Developer has the right to do at any time, upon written notice to this Association, relinquishes its right to designate a majority of the Board.

F. The election of not less than a majority of the Class of Directors representing each Class of Purchaser Members shall occur at a special meeting (the "Majority Election Meeting") to be called by the Board, notice of which shall be given within sixty (60) days of the Majority Election Event.

G. At the Majority Election Meeting, by plurality vote, each Class of Purchaser Members shall elect two (2) Directors or four (4) Directors if such Class of Directors has six (6) Directors, and Developer, until the "Developer's Resignation Event" (as hereinafter defined), shall be entitled to designate the remaining balance of Directors in each Class. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

H. Each Class of Directors shall continue to be so elected and designated as described in Paragraph G above at each subsequent Annual Members Meeting, until the Annual Members Meeting following the Developer's Resignation Event.

I. Initial Election Meetings and the Majority Election Meeting shall be called by this Association through its Board by written notice of meeting given to Members in accordance with the By-Laws; provided, however, Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The notice shall also specify the number of Directors in each Class which shall be elected by the Purchaser Members and the number of Directors in each Class to be designated by Developer.

J. Upon the earlier to occur of the following events, Developer shall cause all of its designated Directors to resign ("Developer's Resignation Event"):

1. When Developer no longer holds for sale at least two (2%) percent of the Composite Apartments in the ordinary course of business; or
2. When Developer, as Developer has the right to do at any time, causes the voluntary resignation of all of the Directors designated by it.

In the event the Developer's Resignation Event occurs after the Majority Election Meeting, then upon the Developer's Resignation Event, each Class of Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of Developer's designated Directors. These successor Directors shall serve until the next Annual Members Meeting and until their successors are elected and qualified. If upon Developer's Resignation Event the Majority Election Meeting has not occurred, then prior to the resignation of the Directors appointed by Developer, the Board shall call the Majority Election Meeting in accordance with the By-Laws and the Act to elect successor Directors for the Directors appointed by Developer.

K. At each Annual Members Meeting held subsequent to the year in which the Developer's Resignation Event occurs, each Class of Directors shall be elected by plurality vote of its respective Class of Members.

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one body, without distinction as to Class on matters which pertain to all of the Sea Ranch Club of Boca Condominiums, the Association Areas, the exterior appearance of all buildings located on the Total Land or this Association.
3. On matters pertaining exclusively to a Sea Ranch Club of Boca Condominium(s), only the affected Class(es) of Directors shall vote thereon.
4. Subject to the provisions of Subparagraphs 1, 2 and 3 immediately preceding, the Board as a whole shall determine whether a matter which is subject to a vote of the Directors shall be voted on by Classes or by the entire Board as a whole. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.
5. In the determination of whether a quorum exists or whether the Board has duly acted with respect to any matter,
  - (a) On matters which are voted on by the Board as a whole, such determination shall be made with respect to the number of all of the Directors of all Classes;
  - (b) On matters which are voted on by a Class(es) of Directors, such determination shall be made with respect to the number of Directors of such Class(es).

## ARTICLE X

### INDEMNIFICATION

Every Director and every officer of this Association (and the Directors and/or officers as a group) shall be indemnified by this Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding or litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred.

Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interests of this Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law.

#### ARTICLE XI .

##### BY-LAWS

The By-Laws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws and the Act.

#### ARTICLE XII

##### AMENDMENTS

A. Prior to Submission, these Articles may be amended only by an instrument in writing signed by all of the Subscribers and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to a Condominium Declaration upon the recording of a Condominium Declaration.

B. After Submission, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Members) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Members, as a whole. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Members must be by a vote of two-thirds (2/3) of the Members present at a meeting of the membership at which a quorum is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present.

C. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in a Condominium Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of Palm Beach County, Florida.

E. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer including, but not limited to, the right to designate and select the Directors as provided in Article IX hereof without the prior written consent therefor by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of any "Approved Mortgagee" (as that term is defined in the applicable Condominium Declaration).

IN WITNESS WHEREOF, the Subscribers have hereunto affixed each of their signatures this 10<sup>th</sup> day of November, 1980.

WITNESSES:

Josephine Brannen  
Loyce B. Trice

Charles L. Palmer  
Charles L. Palmer

Eric Stephen McDonald  
McDonald

Denton E. McGinty  
Denton E. McGinty

Clemon P. Layman  
D. J. G. G. G.

Allan Hanselman  
Allan Hanselman

STATE OF FLORIDA )  
COUNTY OF Broward )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared CHARLES L. PALMER, to me known to be the person described as one of the Subscribers in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the Subscriber has hereunder affixed his signature, this 10th day of November, 1980

*Charlotte C. Palmer*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR 31 1984  
BONDED THRU GENERAL INV. UNDERWRITERS

STATE OF FLORIDA )  
COUNTY OF Broward )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared DENTON E. MCGINTY, to me known to be the person described as one of the Subscribers in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the Subscriber has hereunder affixed his signature, this 10th day of November, 1980

*Charlotte C. Palmer*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR 31 1984  
BONDED THRU GENERAL INV. UNDERWRITERS

STATE OF FLORIDA )  
COUNTY OF Broward )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ALLAN HANSELMAN, to me known to be the person described as one of the Subscribers in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the Subscriber has hereunder affixed his signature, this 10th day of November, 1980

*Charlotte C. Palmer*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR 31 1984  
BONDED THRU GENERAL INV. UNDERWRITERS

FILED  
FEB 21 1984  
SECRETARY OF STATE  
PALM BEACH COUNTY, FLORIDA

CERTIFICATE  
OF  
SECRETARY  
OF

SEA RANCH CLUB OF BOCA CONDOMINIUM ASSOCIATION, INC.  
(A Florida corporation not for profit)  
Pursuant to Section 617.017  
Florida Not-For-Profit Corporation Act

We, CHARLES L. PALMER and TODD A. PALMER, as President and Secretary, respectively, of SEA RANCH CLUB OF BOCA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit ("Association"), do hereby certify under the seal of said Association as follows:

1. That this Association was originally incorporated on December 21, 1981 under Chapter 617 of the laws of the State of Florida; and
2. That the Association is the condominium association responsible for operating all Sea Ranch Club of Boca condominiums according to the Declaration of Condominium ("Declaration") thereof, recorded in Official Records Book 3659, Page 0299 of the Public Records of Palm Beach County, Florida, and amendments thereto; and
3. That the Articles of Incorporation ("Articles") for the Association are attached as Exhibit J to the Declaration; and
4. That the Association wishes to amend the Articles in accordance with the requirements of Article XII of the Articles and Section 11 of the By-Laws of the Association.

NOW THEREFORE, this is to certify that:

1. The Resolution attached as Exhibit A hereto is a true copy of the Resolution amending the Articles. This Resolution was adopted and approved by a vote of not less than a two-thirds (2/3) vote of the members of the Association ("Members") present at a special meeting of the Membership at which a quorum was present held on the 26th day of March, 1984, and by a major-

ity of the members of the Board of Directors of the Association present at a special meeting of the Board of Directors at which a quorum was present held on the 12th day of March, 1984; and

2. The adoption and approval of the Resolution appears in the minutes of the Association and is unrevoked.

IN WITNESS WHEREOF, this Certificate has been executed by the President and the Secretary of the Association, this 26th day of March, 1985.

WITNESSES:

SEA RANCH CLUB OF BOCA  
CONDOMINIUM ASSOCIATION, INC.

[Signature]  
[Signature]  
[Signature]

By: [Signature]  
Charles L. Palmer, President

Attest: [Signature]  
Todd A. Palmer, Secretary  
(Corporate Seal)

The Developer of SEA RANCH CLUB OF BOCA I, A CONDOMINIUM, SEA RANCH PROPERTIES, INC., a Delaware corporation, and OCEANSIDE COMMUNITIES, INC., a Florida corporation, d/b/a SEA RANCH CLUB OF BOCA does hereby consent to those amendments contained in Exhibit A attached hereto.

WITNESSES:

SEA RANCH PROPERTIES, INC.

[Signature]  
[Signature]  
[Signature]

By: [Signature]  
Charles L. Palmer, President

Attest: [Signature]  
Donald C. McClosky, Secretary  
(Corporate Seal)

OCEANSIDE COMMUNITIES, INC.

[Signature]  
[Signature]  
[Signature]

By: [Signature]  
Lamar D. Hoffman, Pres.

Attest: [Signature]  
(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH : SS:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, Charles L. Palmer and Todd A. Palmer, the President and Secretary, respectively, of SEA RANCH CLUB OF BOCA CONDOMINIUM ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they acknowledged that the execution thereof was their act and deed as such officers for the uses and purposes that they expressed, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of March, 1985.

[Signature]  
Notary Public

My Commission Expires:

(SEAL)

Notary Public, State of Florida  
My Commission Expires July 5, 1988  
Bonded Three Thousand Dollars - Insurance, Inc.

Notary Public, State of Florida  
My Commission Expires July 5, 1988  
Bonded Three Thousand Dollars - Insurance, Inc.

STATE OF FLORIDA )  
COUNTY OF BROWARD : SS:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, Charles L. Palmer and Donald C. McClosky, the President and Secretary, respectively, of SEA RANCH PROPERTIES, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they acknowledged that the execution thereof was their act and deed as such officers for the uses and purposes that they expressed, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of May, 1985.

[Signature]  
Notary Public

My Commission Expires:-

(SEAL)

Notary Public, State of Florida  
My Commission Expires Jan. 31, 1988  
Bonded Three Thousand Dollars - Insurance, Inc.

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

STATE OF FLORIDA     )  
                              : ss:  
COUNTY OF BROWARD    )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, Lamar V. Hallman and Mavis P. Lamb, the President and Secretary, respectively, of OCEANSIDE COMMUNITIES, INC., to be the persons who signed the foregoing instrument as such officers, and they acknowledged that the execution thereof was their act and deed as such officers for the uses and purposes that they expressed, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of May, 1985.

Patricia Tullman  
Notary Public

My Commission Expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC 23 1985  
BROWARD COUNTY, FLORIDA 33401

EXHIBIT A

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
SEA RANCH CLUB OF BOCA CONDOMINIUM ASSOCIATION, INC.

The following provisions of the Articles of Incorporation of Sea Ranch Club of Boca Condominium Association, Inc., a Florida corporation not for profit, are hereby amended in the following particulars:

1. The following Paragraphs of the introductory section are amended to read in their entirety as follows:

B. "Apartment" means "Unit" as set forth in the Act and is that portion of the "Condominium Property" within a "Sea Ranch Club of Boca Condominium" (as those terms are hereinafter defined) which is subject to exclusive ownership, other than "Dockage Units" (as hereinafter defined).

E. "Assessment" means a share of funds required for the payment of "Common Expenses" (as hereinafter defined) which from time to time is assessed against an Apartment Owner or "Dockage Unit Owner" (as hereinafter defined).

J. "Common Elements" means the part of the Condominium Property that is not included in the Apartments or Dockage Units.

K. "Common Expenses" means the expenses for which Apartment Owners and Dockage Unit Owners are liable to this Association as defined in the Act and as described in the "Condominium Documents" (as hereinafter defined) or designated as Common Expenses by the Board.

N. "Condominium Property" means the real property and all improvements, now or hereafter created thereon, including Apartments, Dockage Units, Common Elements, and all easements and rights appurtenant thereto intended for use in connection with a Sea Ranch Club of Boca Condominium.

O. "Developer" means Sea Ranch Properties, Inc., a Delaware corporation, and Oceanside Communities, Inc., a Florida corporation, d/b/a Sea Ranch Club of Boca, their grantees, successors and assigns; provided, however, that an Apartment Owner or a Dockage Unit Owner shall not, solely by the purchase of an Apartment or Dockage Unit, as applicable, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents.

unless such Apartment Owner or Dockage Unit Owner is specifically so designated as a successor or assign of such rights in the respective instrument of conveyance or any other instrument executed by Developer. Nothing in the Condominium Documents shall be construed to prevent or otherwise limit Developer from assigning or jointly exercising all rights given to the Developer under the Condominium Documents with other entities that may become a developer of a Sea Ranch Club of Boca Condominium.

R. "Director" means a member of the Board.

S. "Member" means a member of this Association. The Members shall be divided into "Class(es) of Members" as hereinafter set forth.

T. "Sea Ranch Club of Boca" is the name given to the residential development planned to be created pursuant to the Club Plan set forth in Article II of these Articles.

U. "Sea Ranch Club of Boca Condominium" means a particular condominium in Sea Ranch Club of Boca which is the subject of a particular Condominium Declaration.

V. "Submission" means the recording of the first Condominium Declaration for a Sea Ranch Club of Boca Condominium amongst the Public Records of Palm Beach County, Florida.

2. The following Paragraphs shall be added to the introductory section and shall read in their entirety as follows:

P. "Dockage Unit" means that portion of the Condominium Property within a Sea Ranch Club of Boca Condominium consisting of a Unit for the dockage of boats which is subject to exclusive ownership.

Q. "Dockage Unit Owner" means the owner of a Dockage Unit.

3. Paragraph A.2 of Article II shall be amended to read in its entirety as follows:

A. 2. To the extent that any portion of the Future Land and the residential dwelling units, boat slips, and other improvements located thereon are submitted to the condominium form of ownership as a Sea Ranch Club of Boca Condominium, it is intended that this Association shall be responsible for

operating any and all such condominiums in addition to Sea Ranch Club of Boca I and that each owner of an Apartment or a Dockage Unit therein shall be a member of this Association.

4. Paragraph B of Article II shall be amended to read in its entirety as follows:

B. All or any portion of the Future Land may be developed with residential housing units or Dockage Units either as a condominium which is not a Sea Ranch Club of Boca Condominium or as a non-condominium development, such as rental housing or cooperatively owned housing, etc. Developer, its grantees or assigns, hereby reserves the right to use the name "Sea Ranch of Boca" as part of the designation of such development, and further Developer may retain, transfer, convey or assign the easements reserved in the Condominium Declarations in connection with such development.

5. Paragraph B of Article III shall be amended to read in its entirety as follows:

B. 1. to make, establish and enforce reasonable rules and regulations governing the Sea Ranch Club of Boca Condominiums and the use of Apartments, Dockage Units, Common Elements and Condominium Property;

2. to make, levy, collect and enforce the collection of Assessments against Apartment Owners and Dockage Unit Owners to provide funds to pay for the expenses of this Association and the maintenance, operation and management of the Sea Ranch Club of Boca Condominiums in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of this Association;

3. to make, levy, collect and enforce the collection of all charges which Apartment Owners and Dockage Unit Owners are obligated to pay pursuant to the Condominium Documents.

6. The following Paragraphs of Article IV shall be amended to read in their entirety as follows:

B. Upon Submission, the Subscriber Members' rights and interests shall be automatically terminated and the Apartment Owners and Dockage Unit Owners, which in the first instance means Developer as the owner of the Apartments and

operating any and all such condominiums in addition to Sea Ranch Club of Boca I and that each owner of an Apartment or a Dockage Unit therein shall be a member of this Association.

4. Paragraph B of Article II shall be amended to read in its entirety as follows:

B. All or any portion of the Future Land may be developed with residential housing units or Dockage Units either as a condominium which is not a Sea Ranch Club of Boca Condominium or as a non-condominium development, such as rental housing or cooperatively owned housing, etc. Developer, its grantees or assigns, hereby reserves the right to use the name "Sea Ranch of Boca" as part of the designation of such development, and further Developer may retain, transfer, convey or assign the easements reserved in the Condominium Declarations in connection with such development.

5. Paragraph B of Article III shall be amended to read in its entirety as follows:

B. 1. to make, establish and enforce reasonable rules and regulations governing the Sea Ranch Club of Boca Condominiums and the use of Apartments, Dockage Units, Common Elements and Condominium Property:

2. to make, levy, collect and enforce the collection of Assessments against Apartment Owners and Dockage Unit Owners to provide funds to pay for the expenses of this Association and the maintenance, operation and management of the Sea Ranch Club of Boca Condominiums in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of this Association;

3. to make, levy, collect and enforce the collection of all charges which Apartment Owners and Dockage Unit Owners are obligated to pay pursuant to the Condominium Documents.

6. The following Paragraphs of Article IV shall be amended to read in their entirety as follows:

B. Upon Submission, the Subscriber Members' rights and interests shall be automatically terminated and the Apartment Owners and Dockage Unit Owners, which in the first instance means Developer as the owner of the Apartments and

the Dockage Units, shall be entitled to exercise ~~all~~ of the rights and privileges of Members as more fully hereinafter set forth.

C. Membership in this Association shall be established by the acquisition of ownership of an Apartment or Dockage Unit as evidenced by the recording of an instrument of conveyance amongst the Public Records of Palm Beach County, Florida, whereupon, the membership in this Association of the prior owner thereof, if any, shall terminate as to that Apartment or Dockage Unit. Notwithstanding the foregoing, title to a Dockage Unit may be transferred to, acquired or held only by an individual(s) or entity(ies) holding title to an Apartment within Sea Ranch Club of Boca. Where title to an Apartment is acquired from a party other than Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Apartment shall not be a Member unless or until such acquisition is in compliance with Article XVI of the Declaration. New Members shall deliver a true copy of the recorded instrument of acquisition of title to this Association.

D. No Member may assign, hypothecate or transfer in any manner his membership in this Association or his share in the funds and assets of this Association except as an appurtenance to his Apartment or Dockage Unit.

E. Membership in this Association shall be divided into classes, with the first Class of Members consisting of the Apartment Owners in Phase A of Sea Ranch Club of Boca I ("Class I-A Members"). If, as and when Phase B of Sea Ranch Club of Boca I is submitted to condominium ownership a second Class of Members shall be created consisting of Apartment Owners in Phase B of Sea Ranch Club of Boca I ("Class I-B Members"). If, as and when additional Sea Ranch Club of Boca Condominiums are submitted to condominium ownership, a Class of Members shall be created for Apartment Owners in each such Sea Ranch Club of Boca Condominium; provided, however, if such Sea Ranch Club of Boca Condominium contains two hundred twenty-five (225) or more Apartments, the Apartment Owners may be divided into two (2) Classes of Members in accordance

with the Condominium Documents for such Sea Ranch Club of Boca Condominium.

If, as and when Dockage Units are created within a Sea Ranch Club of Boca Condominium, a Class(es) of Members shall be created consisting of Dockage Unit Owners in each such Sea Ranch Club of Boca Condominium ("Dockage Unit Members").

F. In the event a Sea Ranch Club of Boca Condominium is terminated in accordance with its Condominium Declaration, the former Apartment Owners and Dockage Unit Owners in such terminated Sea Ranch Club of Boca Condominium shall no longer be Members of this Association.

G. The following provisions shall govern the right of each Member to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Apartment or Dockage Unit and if there is more than one owner with respect to an Apartment or Dockage Unit as a result of the ownership interest in such Apartment being held by more than one (1) person, such owners, collectively, shall be entitled to only one (1) vote in the manner determined by the Condominium Declaration.
2. All of the Members of this Association shall vote thereon as one body, without distinction as to Class on matters which pertain to all of the Sea Ranch Club of Boca Condominiums, the Association Areas, the exterior appearance of all buildings located on the Total Land or this Association. Notwithstanding the foregoing, in no event shall a Member be entitled to exercise more than one (1) vote, as a result of voting rights appurtenant to an ownership interest in both an Apartment and a Dockage Unit, with respect to matters which pertain to both Classes of membership.
3. Dockage Unit Owners shall vote only on matters pertaining exclusively to the use of Dockage Units within each Sea Ranch Club of Boca Condominium.
4. On matters pertaining exclusively to a Sea Ranch Club of Boca Condominium or Class of Members, only the affected Class shall vote thereon.
5. On matters which pertain to one or more Classes of Members but not to all of such Classes, or which pertain to each Class of Members, but to each such Class in a different degree or different manner, then each Class of Members affected thereby shall vote separately as a Class thereon.
6. Subject to the provisions of Subparagraphs 1, 2, 3, 4, and 5 immediately preceding, the Board shall determine whether a matter which is subject to a vote of the Members shall be voted on by Classes or by the entire membership of this

Association as a whole. In the event of a deadlock on the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

7. In the determination of whether a quorum exists or whether this Association or a Class of Members has duly acted with respect to any matter:

(a) On matters which are voted on by the Association at large, such determination shall be made with respect to the number of all of the Members, excluding Dockage Unit Members.

(b) On matters which are voted on by a Class, such determination shall be made with respect to the number of Members of such Class.

(c) On matters which are voted on by more than one Class, such determination shall be made separately with respect to the number of Members of each Class and satisfied by each Class voting thereon.

8. The Members, excluding Dockage Unit Members, shall elect the Board in the manner provided in Article IX of these Articles.

H. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of fifty-one percent (51%) of all its Members, excluding Dockage Unit Members, prior to commencing any lawsuit other than for the following purposes:

1. the collection of Assessments;
2. the collection of other charges which Apartment Owners and/or Dockage Unit Owners are obligated to pay pursuant to the Condominium Documents;
3. the enforcement of the use and occupancy restrictions contained in the Condominium Documents;
4. the enforcement of the restrictions on the sale, lease and other transfers of Apartments and Dockage Units contained in the Condominium Documents; or
5. in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Condominium Property ~~or~~ to Apartment Owner(s) or to Dockage Unit Owners.