

EXHIBIT "A"

ARTICLES OF INCORPORATION  
OF  
FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC.

OR3978 PG0478

ARTICLES OF INCORPORATION  
OF  
FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC.

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MAR 26 PM 1:05  
RECORDS & CLERK  
HONOLULU, HAWAII

ARTICLE 1

NAME

1. Name. The name of the corporation is: FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION").

ARTICLE 2

DEFINITIONS

2. Definitions. Unless defined in these Articles or the Bylaws all terms used in the Articles and the Bylaws shall have the same meanings as used in the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FAIRWAY COVE (the "Declaration").

ARTICLE 3

PURPOSE

3. Purpose. The purposes for which the ASSOCIATION is organized are as follows:

3.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

3.2 To administer, enforce and carry out the terms and provisions of the Declaration as same may be amended or supplemented from time to time.

3.3 To administer, enforce and carry out the terms and provisions of any other Declaration of Covenants and Restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the ASSOCIATION and accepted by the Board of Directors of the ASSOCIATION (the "BOARD").

3.4 To promote the health, safety, comfort and social and economic welfare of the MEMBERS of the ASSOCIATION and the OWNERS and Residents of Lots in FAIRWAY COVE, as authorized by the Declaration, by these Articles, and by the Bylaws.

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ARTICLE 4

POWERS

4. Powers. The ASSOCIATION shall have the following powers:

4.1 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.

4.2 To enter into, make, establish and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the ASSOCIATION.

4.3 To make and collect Assessments for Common Expenses from OWNERS to defray the costs, expenses, reserves and losses incurred or to be incurred by the ASSOCIATION and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

4.4 To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

4.5 To hold funds for the exclusive benefit of the MEMBERS of the ASSOCIATION as set forth in these Articles and as provided in the Declaration and the Bylaws.

4.6 To purchase insurance for the protection of the ASSOCIATION, its officers, directors and MEMBERS, and such other parties as the ASSOCIATION may determine to be in the best interests of the ASSOCIATION.

4.7 To operate, maintain, repair, and improve all Common Areas and such other portions of FAIRWAY COVE as may be determined by the BOARD from time to time.

4.8 To honor and perform under all contracts and agreements entered between third parties and the ASSOCIATION or third parties and the DEVELOPER which are assigned to the ASSOCIATION.

4.9 To exercise architectural control, either directly or through appointed committees, over all buildings, structures and improvements to be placed or constructed upon any portion of FAIRWAY COVE. Such control shall be exercised pursuant to the Declaration.

4.10 To provide for private security, fire safety and protection, and similar functions and services within FAIRWAY COVE as the BOARD in its discretion determines necessary or appropriate.

4.11 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, streets (to the extent not maintained by the City of Orlando), pathways, and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the MEMBERS of the ASSOCIATION and the OWNERS and Residents of FAIRWAY COVE as the BOARD in its discretion determines necessary or appropriate.

4.12 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever contractual arrangement the BOARD shall enter.

The ASSOCIATION shall have the right, but not the obligation, to assign to the METROWEST Master Association, Inc., a Florida not-for-profit corporation (the "Master Association"), all, or any portion of, the rights, obligations and powers of the ASSOCIATION set forth in this Article 4 and in the Declaration. After an assignment, the BOARD, upon majority vote, may rescind such assignment and assume the rights and responsibilities previously assigned to the Master Association.

## ARTICLE 5

### MEMBERS

5.1 Membership. Except as is set forth in this Article 5, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that any such Person which holds such interest merely as a security for the performance of any obligation shall not be a MEMBER. A builder or developer who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall not become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only (a) those Persons who purchase a Lot to have a residence built for them, (b) those Persons who purchase a Lot and the Improvements thereon during or after completion of construction, and (c) the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder does occupy an Improvement as his primary residence,

residence and so notifies the ASSOCIATION in writing, thereafter such builder shall be considered a MEMBER of the ASSOCIATION. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

5.2 Transfer of Membership. Transfer of membership in the ASSOCIATION shall be established by the recording in the Public Records of Orange County of a deed or other instrument establishing a transfer of record title to any Lot for which membership has already been established. The OWNER designated by such instrument of conveyance thereby becomes a MEMBER, and the prior MEMBER's membership thereby is terminated. In the event of death of a MEMBER his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the ASSOCIATION receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Lot, and it shall be the responsibility and obligation of both the former and the new OWNER of the Lot to provide such true copy of said recorded instrument to the ASSOCIATION.

5.3 Prohibition Against Transfer. 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 the Lot associated with the membership of that MEMBER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot.

5.4 Determination of Voting Rights. The OWNER of a Lot who is a MEMBER shall be entitled to one (1) vote for each Lot owned by that MEMBER.

5.5 DEVELOPER. The number of votes attributable to the DEVELOPER shall be the total number of Lots shown on the plat of FAIRWAY COVE reduced by the number of votes attributable to the Lots sold to Persons who are MEMBERS.

5.6 Number of Votes. The total number of outstanding votes at any time shall be equal to the number of Lots shown on the plat of FAIRWAY COVE. If the plat is amended to increase or decrease the number of Lots, the total number of votes will be adjusted accordingly.

5.7 Voting by Co-OWNERS. If the Lot associated with the membership of a MEMBER is owned by more than one person, the vote(s) of the MEMBER may be cast at any meeting by any Co-OWNER of the Lot. If when the vote(s) is (are) to be cast, a dispute

arises between the Co-OWNERS as to how the vote(s) will be cast, they shall lose the right to cast their vote(s) on the matter being voted upon, but their vote(s) continue to be counted for purposes of determining the existence of a quorum.

5.8 Proxies. Every MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another person to act on the MEMBER'S behalf by a proxy signed by such MEMBER. Any proxy shall be delivered to the Secretary of the ASSOCIATION or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at any time at the pleasure of the MEMBER executing it.

5.9 Right of the DEVELOPER. Notwithstanding anything contained in these Articles, the Bylaws or the Declaration to the contrary, so long as the DEVELOPER owns any portion of the Property and the DEVELOPER has not caused to be recorded in the Public Records of Orange County, Florida, a Certificate of Termination of Interest in FAIRWAY COVE, no vote of the MEMBERS shall be effective without approval in writing by the DEVELOPER. The Certificate of Termination of Interest in FAIRWAY COVE will terminate any and all right, title, interest and obligation of the DEVELOPER in the operation and control of the ASSOCIATION. Thereafter, the DEVELOPER shall be a MEMBER with the number of votes determined in accordance with Section 5.5.

5.10 Calculation of Votes. Any question concerning the number of votes which may be cast by a MEMBER shall be decided by the BOARD.

## ARTICLE 6

### RELATIONSHIP WITH THE MASTER ASSOCIATION

6.1 Creation of the Master Association. The DEVELOPER has also formed the Master Association for the purpose of holding title to the Common Area within METROWEST (as defined in the Master Declaration) and enforcing the Master Declaration and the covenants set forth therein in accordance with the rights of enforcement provided in the Master Declaration or which may be assigned to it from time to time by the DEVELOPER.

6.2 Rights and Duties of the ASSOCIATION. The ASSOCIATION shall be a "Community Association" as defined in the Master Declaration. The ASSOCIATION shall:

6.2.1 abide by the Master Declaration and the covenants set forth therein;

6.2.2 enforce this Declaration;

6.2.3 maintain the Common Property and other real property under its control or jurisdiction;

6.2.4 administer the affairs of the ASSOCIATION; and

6.2.5 perform such other duties as are prescribed by the Governing Documents or which may be assigned to it from time to time by the Master Association or the DEVELOPER.

6.3 Power of the Master Association Over the ASSOCIATION. The Master Association shall have the absolute power to veto any action taken or contemplated to be taken, and shall have the absolute power to require specific action to be taken, by the ASSOCIATION. The Master Association shall receive the same notification of each meeting of the MEMBERS of the ASSOCIATION or board or committee thereof required by the Governing Documents of the ASSOCIATION and a representative of the Master Association shall have the unrestricted right to attend any such meeting. If proper notice is not given to the Master Association, any action taken at such meeting shall be considered null and void to the same effect as if proper notice had not been given to the MEMBERS of the ASSOCIATION.

By way of illustration and not as limitation, the Master Association may:

6.3.1 veto any decision or action of the ASSOCIATION;

6.3.2 require specific maintenance, repair, replacement, removal or aesthetic changes to be performed to the Property, or any portion thereof; or

6.3.3 require that a proposed budget of the ASSOCIATION include certain items and that expenditures be made therefor. In the event that the ASSOCIATION should fail or refuse to properly exercise its responsibility with respect to any matter (as determined by the Master Association, in its sole discretion), the Master Association may have, and may exercise, the ASSOCIATION's right of approval, disapproval or enforcement as to the matter. If the ASSOCIATION fails to comply with any requirements set forth by the Master Association, the Master Association shall have the right to take action on behalf of the ASSOCIATION and shall levy an Assessment in an amount adequate to

recover the Master Association's costs and expenses (including administrative, legal and accounting costs and expenses) associated with the taking of the action. The Assessment shall be levied against all or any portion of the Property and each OWNER within FAIRWAY COVE shall be liable for his pro rata share of the Assessment unless the Assessment is levied against a specific Lot. The Assessment will be levied as a Special Assessment as provided in Article VII of the Master Declaration.

6.4 Membership in the Master Association. The ASSOCIATION shall be a Member of the Master Association. No OWNER shall be a Member of the Master Association.

6.5 Current List of OWNERS. The ASSOCIATION shall provide the Master Association with the names and addresses of all OWNERS and shall notify the Master Association in writing each time there is a change in the name and/or mailing address of an OWNER.

6.6 Representative. The President of the ASSOCIATION shall be the Representative to act on behalf of the ASSOCIATION at all meetings of the Members of the Master Association. The Officers of the ASSOCIATION shall be designated by a certificate signed by the Secretary of the ASSOCIATION, and filed with the Secretary of the Master Association prior to the time all proxies are due. The President, in the absence of a revocation of same, shall be deemed to be the person entitled to cast the votes of the ASSOCIATION at any meeting of the Members of the Master Association. In the event the President does not appear in person or by proxy at any meeting of the Members of the Master Association, the votes of the ASSOCIATION may be cast at the meeting by the Vice President, Secretary or Treasurer in that order, of the ASSOCIATION.

6.7 Voting Rights. The ASSOCIATION shall have one (1) vote in the Master Association for each Lot within FAIRWAY COVE.

## ARTICLE 7

### MEMBERS OF THE BOARD

7.1 Members of the BOARD. The affairs of the ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) members, nor more than nine (9) members, and which shall always be an odd number. The number of members of the BOARD shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) members of the BOARD.

7.2 The DEVELOPER shall appoint members of the BOARD of the ASSOCIATION as follows:

7.2.1 The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than five percent (5%) of the total number of votes of MEMBERS as determined by Article 5 hereof.

7.2.2 Thereafter, unless the DEVELOPER has caused to be recorded in the Public Records of Orange County, Florida, a Certificate of Termination of Interest in FAIRWAY COVE, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns any Lots within FAIRWAY COVE.

7.3 After the DEVELOPER no longer has the right to appoint all members of the BOARD under Section 7.2.1, or earlier if the DEVELOPER so elects, then and only then shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.

7.4 All of the duties and powers of the ASSOCIATION existing under Chapter 617 of the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

7.5 A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

7.6 The names and addresses of the members of the BOARD who shall hold office until their successors are elected or appointed, or until removed, are as follows:

M. FAZL AMEER:	c/o SEDCO (Overseas (S.A.)) 7 Old Park Lane London, England W1Y 3LJ
AARON H. DOWD:	2100 South Hiawassee Road Orlando, Florida 32811
J. LINDSAY BUILDER, JR.:	c/o Godbold, Allen, Brown & Builder, P.A. 359 Carolina Avenue Winter Park, Florida 32789

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ARTICLE 8

OFFICERS

8. Officers. The Officers of the ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The Officers shall serve at the pleasure of the BOARD, and the Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the BOARD are as follows:

President - AARON H. DOWD

Vice President - T. ANDREW PUGHE

Secretary/Treasurer - J. LINDSAY BUILDER, JR.

ARTICLE 9

INDEMNIFICATION

9. Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION or the Master Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION and/or the Master Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner

which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION and/or the Master Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

9.1 To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION or the Master Association is entitled to indemnification by the ASSOCIATION in accordance with this Article 9, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonable incurred by him in connection therewith.

9.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the members of the BOARD, Officer, employee or agent of the ASSOCIATION or the Master Association to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

9.3 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee, or agent of the ASSOCIATION or the Master Association and shall inure to the benefit of the heirs, executors and administrators of such a Person.

9.4 The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION or the Master Association, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

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ARTICLE 10

BYLAWS

10. Initial Bylaws. The initial Bylaws shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 11

AMENDMENTS

11. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

11.1 Initiation. A resolution to amend these Articles may be proposed by a majority of the members of the BOARD, or by MEMBERS holding not less than ten percent (10%) of the votes of the entire membership of the ASSOCIATION.

11.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.3 Adoption of Amendments.

11.3.1 As long as the DEVELOPER appoints a majority of the members of the BOARD, the DEVELOPER shall have the right to unilaterally amend these Articles without the joinder or approval of any member of the BOARD or any MEMBER. No amendment to these Articles shall be effective without the written approval of the DEVELOPER as long as (1) the DEVELOPER owns any portion of the Property and (2) the DEVELOPER has not caused to be recorded in the Public Records of Orange County, Florida, a Certificate of Termination of Interest in FAIRWAY COVE.

11.3.2 A resolution for the adoption of the proposed amendment shall be adopted by MEMBERS having not less than a majority of the votes of the entire membership of the ASSOCIATION.

11.4 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of MEMBERS without the approval of all MEMBERS. So long as the DEVELOPER owns any portion of the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join in the execution of the amendment.

11.5 No amendment shall be effective without the express written joinder and consent of the Master Association.

11.6 Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the Public Records of Orange County, Florida, as an amendment to the DECLARATION.

ARTICLE 12

TERM

12. The ASSOCIATION shall have perpetual existence.

ARTICLE 13

INCORPORATOR

13. The name and street address of the Incorporator is:

J. LINDSAY BUILDER, JR.  
Godbold, Allen, Brown & Builder, P.A.  
359 Carolina Avenue  
Winter Park, Florida 32789

ARTICLE 14

INITIAL REGISTERED OFFICE ADDRESS  
AND NAME OF INITIAL REGISTERED AGENT

The street address of the initial registered office of the ASSOCIATION is 359 Carolina Avenue, Winter Park, Florida 32789. The initial Registered Agent of the ASSOCIATION at that address is J. LINDSAY BUILDER, JR.

IN WITNESS WHEREOF, the Incorporator and the initial Registered Agent have executed these Articles.

WITNESSES:

Barbara J. Reed  
Charles Mitchell

J. Lindsay Builder, Jr.  
J. LINDSAY BUILDER, JR.,  
Incorporator and Registered Agent

STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 21st day of March, 1988, by J. LINDSAY BUILDER, JR.

Janda D. Mitchell  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires March 10, 1992  
Bonded Thru Troy Fain - Insurance Inc.



RECORDED  
MAR 24 1988  
1:00  
1988

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CERTIFICATE DESIGNATING REGISTERED AGENT FOR  
THE SERVICE OF PROCESS WITHIN THIS STATE

Pursuant to Chapter 48, Florida Statutes, the following is submitted in compliance with said Act: .....

FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida with its registered office at 359 Carolina Avenue, Winter Park, Florida 32789, has named J. LINDSAY BUILDER, JR., located at the above registered office, as its Registered Agent to accept service of process within this state.

MAR 21 1988  
STATE OF FLORIDA  
REGISTERED AGENT

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby agree to act in this capacity, and further agree to comply with the provisions of said Act relative to keeping open said office.

  
\_\_\_\_\_  
J. LINDSAY BUILDER, JR.,  
Registered Agent

Date: March 21, 1988

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