

EXHIBIT 1 TO AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS.

ARTICLES OF INCORPORATION

OF

AMERICAN HOMES HOMEOWNER'S ASSOCIATION #1, INC.
(a Corporation Not For Profit)

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is AMERICAN HOMES HOMEOWNER'S ASSOCIATION #1, INC., hereafter called the "Association".

ARTICLE II

The street address of the registered office of the Association is 120 North County Road, Palm Beach, Florida, 33480, and the name of the registered agent is ROBERT LEE SHAPIRO.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots, Common Area and maintenance easements granted to the Association within that certain real property described in EXHIBIT A attached hereto and made a part hereof, and such additions thereto as may be brought within the jurisdiction of the Association (as provided in ARTICLE II of the Declaration of Protective Covenants and Restrictions applicable to the property described in EXHIBIT A), and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Protective Covenants and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the public records of Palm Beach County, Florida, and as the

same may be amended from time to time, said Declaration

being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the votes of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members who are entitled to vote two-thirds (2/3) of all the votes of the membership, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of members, except as otherwise provided in the Declaration;

(g) have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the

Laws of the State of Florida may now or hereafter have or exercise.

ARTICLE IV
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE V
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,
- (b) on January 1, 1987; or,
- (c) such earlier date as Declarant may determine.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME

ADDRESS

ARTICLE VII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by members who are entitled to vote not less than two-thirds (2/3) of all the votes of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VIII

DURATION

The corporation shall exist perpetually.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of the votes of the membership.

ARTICLE X

SUBSCRIBERS

The names and street addresses of the Subscribers to these Articles of Incorporation are the same as listed in ARTICLE VI hereof.

ARTICLE XI

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by several Vice-Presidents, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

ARTICLE XII

AMENDMENTS TO BY-LAWS

The By-laws of the Association may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any Director or officer of the Association who is made a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director or officer of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise:

(a) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit or proceeding (other than one by or in the right of the Association) if he acted in good faith, and, with respect to any criminal action or

proceeding, if he had no reasonable cause to believe his conduct was unlawful; and,

(b) against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

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, of itself, create a presumption that the person did not act in good faith, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the 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.

Any indemnification under this ARTICLE XIII (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in this ARTICLE XIII. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority of Members of the Association representing a majority of the total votes of the Membership.

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as

incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

The indemnification provided by this resolution shall not be deemed exclusive of any other rights to which the Association's Directors, officers, employees or agents may be entitled under the Association's By-laws, agreement, vote of members or disinterested Directors or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a Director, officer or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Notwithstanding the foregoing provisions, indemnification provided under this resolution shall not include indemnification for any action of a Director, officer or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this resolution is deemed to be against public policy, such an event shall not invalidate or affect any other right of indemnification herein provided.

The Association shall have the power, but shall not be obligated to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer or employee of the Association in any of his capacities as described in this Article, whether or not the Association would have the power to indemnify him or her under this Article.

Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (as described above). The Association shall be

obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XIV

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its officers or directors are officers or directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the officer or director is present at or participates in meetings of the board or committee thereof which authorized the contract or transaction, or solely because said officers or directors votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said director or officer may be interested in any such contract or transaction.

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.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this _____ day of _____, 1977.

STATE OF FLORIDA X
 :
COUNTY OF PALM BEACH X

I HEREBY CERTIFY that on this ____ day of _____ 1977,
personally appeared before me _____
_____, to me
personally known and they acknowledged before me that they executed
the foregoing Articles of Incorporation for the uses and purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal in said County and State the day and year first above written.

Notary Public, State of Florida
at Large

(NOTARIAL SEAL)

My Commission Expires:

I hereby accept my designation as Registered Agent.

Robert Lee Shapiro

Sworn and subscribed to
before me this _____
day of _____, 19____.

EXHIBIT A TO ARTICLES OF INCORPORATION OF AMERICAN HOMES HOMEOWNER'S ASSOCIATION #1, INC.

PARCEL 1:

PLAT NO. 1, AMERICAN HOMES AT BOCA RATON, according to the Plat thereof as recorded in Plat Book 32, Page 117, Public Records of Palm Beach County, Florida.

PARCEL 2:

PLAT NO. 3, AMERICAN HOMES AT BOCA RATON, unrecorded, more specifically described as follows:

THE SOUTH 387.00 FEET OF TRACTS 51, 52, 53, AND 54, ALL OF TRACTS 75, 76, 77, 78, 83, 84, 85, AND 86, ALL BEING IN BLOCK 74, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45-54, INCLUSIVE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THAT PART OF THE 30 FOOT ROAD RIGHT OF WAY, AS RECORDED IN SAID PALM BEACH FARMS COMPANY PLAT NO. 3, LYING SOUTH OF AND ADJACENT TO SAID TRACTS 51 THRU 54, INCLUSIVE, BLOCK 74.

LESS, HOWEVER THE EAST 205.00 FEET THEREOF.

ALSO, LESS, HOWEVER, THE WEST 315.00 FEET THEREOF.

ALSO, LESS, THAT PART OF KIMBERLY BOULEVARD, LYING IN SAID TRACT 86, BEING PREVIOUSLY PLATTED AS PART OF KIMBERLY HOMES, SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 229, PUBLIC RECORDS PALM BEACH COUNTY, FLORIDA.

ORB 9433 Pg 1734

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

ARTICLES OF AMENDMENT

TO

ARTICLES OF INCORPORATION

OF

AMERICAN HOMES HOMEOWNER'S ASSOCIATION # 1, INC.

FILED
96 JUN 25 PM 2:31
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation, AMERICAN HOMES HOMEOWNER'S ASSOCIATION #1, INC., as indicated in Article I of the Amendment to Declaration of Protective Covenants and Restrictions is herewith amended and changed to:

SOUTHWIND LAKES HOMEOWNER'S ASSOCIATION, INC.

SECOND: The date of the amendment's adoption was May 29, 1996.

FOURTH: The amendment was approved by the Association's Members. The number of votes cast for the amendment was sufficient for approval.

FIFTH: Except as set forth above, the articles of incorporation of the corporation remains unchanged.

Signed this 20th day of June, 1996.

(Seal)

Attest.

Karen Palain
Signature

Name: Karen Palain
Title: Secretary

Charles W. Biv
Signature

Name: Charles W. Biv
Title: President