State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

LA MIRADA AT BOCA POINTE CONDOMINIUM ASSOCIATION NUMBER SEVEN, INC.

a corporation organized under the Laws of the State of Florida, filed on October 15, 1986.

The document number of this corporation is N17257.

A NON-PROFIT CORPORATION.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 15th day of October 1986.

George Firestone
Secretary of State

CR2E022 (10-85)

CR2E040 (4-84)

B5083 P0663

N17257

FILED
1988 OCT 15 AM 9:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

LA MIRADA AT BOCA POINTE
CONDOMINIUM ASSOCIATION NUMBER SEVEN, INC.

We, the undersigned, for the purpose of forming a not-for-profit corporation in accordance with the laws of the State of Florida, acknowledge and file these Articles of Incorporation in the Office of the Secretary of State of the State of Florida.

EXPLANATION OF TERMINOLOGY

The terms contained in these Articles of Incorporation shall have the meanings as set forth in the Condominium Act, Chapter 718, Florida Statutes (as said Act exists as of the date hereof), and for clarification the following terms have the following meanings:

1. Act. "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

2. Articles of Incorporation or Articles. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Association.

3. Assessment. "Assessment" means a share of funds required for the payment of "Common Expenses," "Special Assessments" or "individual assessments" (as those terms are defined in the Declaration), as the case may be, which from time to time is assessed against a Unit Owner.

4. Association. "Association" means La Mirada at Boca Pointe Condominium Association Number Seven, Inc., a Florida corporation not-for-profit, responsible for the operation of the Condominium and havings as it members the Unit Owners.

5. Board. "Board" means the Board of Directors of the Association.

6. Boca Pointe Community Association, Inc. "Boca Pointe Community Association, Inc." means the Florida not-for-profit corporation, its successors or assigns, formed pursuant to the Boca Pointe Declaration.

7. Boca Pointe Declaration. "Boca Pointe Declaration" means the Declaration of Covenants, Conditions and Restrictions of Boca Pointe executed by Markborough Properties Limited on June 26, 1981, filed July 1, 1981, and recorded in Official Record Book 3552, Page 1448, Public Records of Palm Beach County, Florida, and all supplementary declarations made or to be made pursuant thereto and amendments thereof.

8. Building. "Building" means the structure or structures on the Condominium Property in which the Units are located, regardless of the number of structures.

9. By-Laws. "By-Laws" means the By-Laws of the Association.

10. Common Elements. "Common Elements" means:

(a) The portions of the Condominium Property which are not included in the "Units" (as hereinafter defined).

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(b) Tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association.

(c) Easements for ingress and egress as set forth herein.

(d) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utilities and other services to Units and the Common Elements.

(e) An easement of support in every portion of a Unit which contributes to the support of a Building.

(f) The property and installation required for the furnishings of utilities and other services to more than one (1) Unit or to the Common Elements.

(g) Any other part of the Condominium Property designated as Common Elements in the Declaration.

11. Common Expenses. "Common Expenses" means all expenses for which the Unit Owners are liable to the Association as set forth in various sections of the Act and in the Condominium Documents and include:

(a) expenses incurred in connection with operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, costs of fire and extended coverage insurance; and

(b) any other expenses designated as Common Expenses from time to time by the Board.

12. Common Surplus. "Common Surplus" means the amount of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, in excess of the amount of the Common Expenses.

13. Condominium Documents. "Condominium Documents" mean in the aggregate the Declaration, these Articles, the By-Laws of the Association and all of the instruments and documents referred to therein and executed in connection with the Condominium as the same, from time to time, may be amended.

14. Condominium Property. "Condominium Property" means the land and personal property that is subjected to condominium ownership under the Declaration, whether or not contiguous, all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

15. Declaration. "Declaration" means the Declaration of Condominium by which the land and improvements constituting a portion of La Mirada are submitted to condominium ownership in accordance with the Act as La Mirada at Boca Pointe Condominium Number Seven (the "Condominium").

16. Developer. "Developer" means First Boca Venture, an Illinois general partnership authorized to do business in the State of Florida.

17. Institutional Mortgagee. "Institutional Mortgagee" means a life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida; a Federal or State Savings and Loan Association or Building and Loan Association or commercial

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bank doing business in the State of Florida; or any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Federal Home Loan Mortgage Association, Government National Mortgage Association, Federal Home Administration, and Veterans Administration, and such other Secretary Mortgage Market Institution as the Board shall approve in writing which acquired a first mortgage on a Unit; or a mortgage banking company licensed to do business in the State of Florida or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida; a Real Estate Investment Trust authorized to transact business in the State of Florida; a national banking association chartered under the laws of the United States of America; Developer; a mortgagee which has loaned money to Developer in order to enable Developer to construct improvements upon any portion of La Mirada at Boca Pointe administered or to be administered by the Association, a Unit Owner selling his Unit who takes back a purchase money mortgage to secure a portion of the purchase price or any transferee of a mortgage encumbering any Unit which mortgage was originally held by Developer and such transferees shall have all of the rights which Developer would have had if Developer had not transferred such mortgage. The approval or disapproval of any other mortgagee shall be within the sole and absolute discretion of the Board.

18. La Mirada at Boca Pointe Declaration. "La Mirada at Boca Pointe Declaration" means the Declaration of Covenants, Conditions and Restrictions of La Mirada at Boca Pointe executed by Sun Bank/Palm Beach County, National Association, as Trustee under Trust Agreement dated November 29, 1982, and known as Trust No. 50207604 on June 26, 1984, filed or to be filed in the Official Record Book of Palm Beach County, Florida, and all supplementary declarations made or to be made pursuant thereto and amendments thereof.

19. La Mirada at Boca Pointe Homeowners' Association, Inc. "La Mirada at Boca Pointe Homeowners' Association, Inc." means the Florida not-for-profit corporation, the successors or assigns, formed pursuant to the La Mirada at Boca Pointe Declaration.

20. Limited Common Elements. "Limited Common Elements" means the portion of the Common Elements which are reserved for the use of certain Units to the exclusion of other Units as more particularly set forth in the Declaration.

21. Owner or Unit Owner. "Owenr" or "Unit Owner(s)" means the owner(s) of a Unit.

22. Unit. "Unit" means a unit as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

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ARTICLE I
NAME

The name of this corporation shall be LA MIRADA AT BOCA POINTE CONDOMINIUM ASSOCIATION NUMBER SIX, INC. For convenience, the corporation shall hereinafter be referred to as the "Association."

ARTICLE II
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of

Chapter 718, Florida Statutes, as amended to the date hereof, hereinafter called the "Condominium Act" or the "Act," for the operation of La Mirada at Boca Pointe Condominium Number Seven (hereinafter referred to as the "Condominium") to be created pursuant to the provisions of the Condominium Act.

ARTICLE III
POWERS

The powers of the Association shall include and be governed by the following provisions:

A. General. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles of Incorporation, the Declaration, the By-Laws or the Act.

B. Enumeration. The Association shall have all of the powers and duties set forth in the Act, these Articles, the By-Laws and the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

1. To make, levy, collect and enforce assessments, including assessments levied by La Mirada at Boca Pointe Homeowners' Association, Inc., and Boca Pointe Community Association, Inc. and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

2. To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

3. To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.

4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors and Unit Owners.

5. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.

6. To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

7. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, the rules and regulations for the use of the Condominium Property, subject, however, to the limitations regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration and/or By-Laws.

8. To contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be the Developer or an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparations of records, enforcement of rules and maintenance, repair and replacement of the Common Elements

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with such funds as shall be made available by the Association for such purposes. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

9. To employ personnel to perform the services required for the proper operation of the Condominium.

10. To carry out its duties and obligations under the La Mirada at Boca Pointe Declaration and the Boca Pointe Declaration.

C. Condominium Property. All funds and the titles to all properties acquired by the Association, and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

D. Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, Directors or Officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency.

E. Limitations. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

ARTICLE IV
MEMBERS

A. Each Unit Owner in the Condominium and the Subscribers to these Articles shall automatically be members of the Association. Membership of the Subscribers shall terminate upon the recordation of the Declaration amongst the Public Records of Palm Beach County, Florida, and the Unit Owners, which in the first instance means Developer as the Owner of all Units shall be entitled to exercise all of the rights and privileges of members.

B. Thereafter, membership, as to all members other than the Subscribers and Developer as aforesaid, shall commence upon the acquisition of fee simple title to a Unit in the Condominium and shall terminate upon the divestment of title to the said Unit.

C. On all matters as to which the membership shall be entitled to vote there shall be only one (1) vote for each Unit, which vote shall be exercised in the manner provided by the Declaration of Condominium and the By-Laws.

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

ARTICLE V
EXISTENCE

The Association shall have perpetual existence.

ARTICLE VI
SUBSCRIBERS

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

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Name	Address
Gary Rosen	7698 La Mirada Drive Boca Raton, FL 33433
Wayne C. Sandberg	7698 La Mirada Drive Boca Raton, FL 33433
Estelle Otterbach	7698 La Mirada Drive Boca Raton, FL 33433

ARTICLE VII
DIRECTORS

A. The Condominium and Association affairs shall be managed by a Board of Directors composed initially of three persons, in accordance with Article III of the Association's By-Laws.

B. The number of Directors to be elected, the manner of their election and their respective terms shall be as set forth in Article III of the Association's By-Laws. Subject to the right of Developer to replace Directors selected by Developer, should a vacancy occur on the Board, the remaining Directors shall select a member to fill the vacancy until the next annual meeting of the membership.

The following persons shall constitute the initial Board of Directors and they shall hold office for the term and in accordance with the provisions of Article III of the Association's By-Laws:

Name	Address
Gary Rosen	7698 La Mirada Drive Boca Raton, FL 33433
Wayne C. Sandberg	7698 La Mirada Drive Boca Raton, FL 33433
Estelle Otterbach	7698 La Mirada Drive Boca Raton, FL 33433

ARTICLE VIII
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the Officers who shall serve until the first election of Officers pursuant to the provisions of the By-Laws are as follows:

Name	Title	Address
Gary Rosen	President	7698 La Mirada Drive Boca Raton, FL 33433
Wayne C. Sandberg	Vice President	7698 La Mirada Drive Boca Raton, FL 33433
Estelle Otterbach	Secretary Treasurer	7698 La Mirada Drive Boca Raton, FL 33433

ARTICLE IX
BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors. The By-Laws may be amended in

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accordance with the provisions thereof, except that no portion of the By-Laws may be altered, amended, or rescinded in such a manner as will prejudice the rights of the Developer of the Condominium or mortgagees of Units without their prior written consent.

As is set forth in the By-Laws, subject always to the provisions of the Declaration, these By-Laws may be amended, modified or rescinded in accordance with the Declaration or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by the holders of seventy-five (75%) percent vote of the members present in person or by proxy, provided there is a quorum, and further provided that notice of the proposed change is given in the notice of the meeting, and further provided that the voting requirements of the Declaration are met in full, in the appropriate cases.

ARTICLE X
AMENDMENTS TO ARTICLES

A. Prior to the recording of the Declaration amongst the Public Records of Palm Beach County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Directors 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 the Declaration upon the recording of the Declaration.

B. After the recording of the Declaration amongst the Public Records of Palm Beach County, Florida, these Articles may be amended in the following manner:

1. The Board shall adopt a resolution setting forth the proposed amendment and direct that it be submitted to vote at a meeting of the Members.

2. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (regular or annual) at which such proposed amendment is to be considered by the members.

3. Such proposed amendment must be submitted and approved by the members. Any number of amendments may be submitted to the members and voted upon at one meeting. Approval by the members must be by the affirmative vote of a majority of the votes of all members entitled to vote thereon. Such vote by the members must be taken at a meeting of the membership.

4. Notwithstanding the foregoing, an amendment to these Articles may be made by a written statement signed by all members and Directors.

5. No amendment of these Articles may be made by the members without an act of the Directors.

C. No amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment adopted 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 X, there shall be no amendment to these Articles which (1) shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as referred to in Article VII hereof, or the provisions of this Article X, without the prior written consent therefor by Developer.

F. In the event of any confict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall prevail.

ARTICLE XI
INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon the Director or Officer in connection with any proceeding or any settlement thereof to which the Director or Officer may be a party, or in which the Director or Officer may become involved by reason of the Director or Officer being or having been a Director or Officer of the Association, whether or not a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the Director's or Officer's duty; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such Director or Officer may be entitled.

ARTICLE XII
INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be at 7698 La Mirada Drive, Boca Raton, FL 33433, or at such other place, within or without the State of Florida as may be subsequently designated by the Board of Directors. The initial registered office is at the above address and the initial registered agent therein is Gary Rosen, who shall also be resident agent.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13th day of October, 1986.

Gary Rosen

Wayne C. Sandberg

Estelle Otterbach

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The undersigned hereby accepts the designation of registered agent and resident agent of La Mirada at Boca Pointe Condominium Association Number Seven, Inc., as set forth in Article XII of these Articles of Incorporation.

Gary Rosen

STATE OF FLORIDA)
: ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13 day of October, 1986, by Gary Rosen.

Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 15 1987
BONDED THRU GENERAL INSURANCE UND

STATE OF FLORIDA)
: ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13 day of October, 1986, by Wayne C. Sandberg.

Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 15 1987
BONDED THRU GENERAL INSURANCE UND

STATE OF FLORIDA)
: ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13 day of October, 1986 by Estelle Otterbach.

Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUN 16,1989
BONDED THRU GENERAL INS. UND.

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