

EXHIBIT D
TO
DECLARATION OF CONDOMINIUM
OF
LA MIRADA AT BOCA POINTE CONDOMINIUM NUMBER SEVEN

By-Laws of La Mirada at Boca Pointe
Condominium Association Number Seven, Inc.

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BY-LAWS
OF
LA MIRADA AT BOCA POINTE
CONDOMINIUM ASSOCIATION NUMBER SEVEN, INC.
A Not-for-Profit Florida Corporation

ARTICLE I
IDENTITY

These are the By-Laws of La Mirada at Boca Pointe Condominium Association Number Seven, Inc., a Florida not-for-profit corporation (the "Association").

ARTICLE II
PURPOSE AND EXPLANATION OF TERMINOLOGY

This Association has been organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of La Mirada at Boca Pointe Condominium Number Seven (the "Condominium"), and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium to which these By-Laws are attached, and further to exercise all powers granted to a condominium association under the Condominium Act.

The terms defined in the Articles of Incorporation of the Association are incorporated herein by reference.

ARTICLE III
DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors composed of three (3) persons. The members of the first Board of Directors are designated in the Articles of Incorporation and need not be members of the Association. They shall serve until fifteen (15%) percent or more of the Units in the Condominium are sold and closed, at which time one (1) of them shall be replaced by a Director elected by the Unit Owners other than the Developer. Such election shall take place at a special meeting ("Initial Election Meeting") of the members to be called by the Board, notice of which shall be given within sixty (60) days after the conveyance of fifteen (15%) percent or more of the Units in the Condominium to purchasers. Developer shall designate the other two Directors. Such Board shall serve until the next annual meeting whereupon one (1) Director shall be elected by the Unit Owners other than Developer and two (2) Directors appointed by Developer. Directors shall continue to be so elected and appointed at each annual meeting until the Unit Owners other than Developer are entitled to elect a majority of the Board. Unit Owners other than the Developer shall be entitled to elect two (2) Directors either three (3) months after ninety (90%) percent of the Units have been sold; three (3) years after fifty (50%) percent of the Units have been sold or when all of the Units have been completed, some of them have been conveyed to purchasers and none of the Units are being offered for sale by the Developer in the ordinary course of business, or when some of the Units have been sold and none of the others are being offered for sale by Developer in the ordinary course of business; or when Developer upon written notice to the Association relinquishes its right to designate a majority of the Board, whichever shall be the

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first to occur. The election of not less than a majority of Directors by the members other than Developer 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 time other members other than Developer ("Purchaser Members") are entitled to elect a majority of the Board. At the Majority Election Meeting, the Purchaser Members shall elect two (2) Directors in the manner hereinafter set forth and Developer shall elect one (1) Director until the "Developer's Resignation Event" (as that term is hereinafter defined). The Board shall continue to be so elected and designated as above-described at each subsequent annual meeting until the annual meeting following the Developer's Resignation Event. The Initial Election Meeting and Majority Election Meeting shall be called by the Association, through its Board, by written notice of meeting given to all members in accordance with these By-Laws; provided, however, that the 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 which shall be elected by the Purchaser Members and the number of Directors to be designated by Developer. Upon the earlier to occur of the following events, Developer shall cause all of its designated Directors to resign ("Developer's Resignation Events"): (a) When Developer no longer holds for sale five (5%) percent of the Units in the Condominium in the ordinary course of business; or (b) 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, the Directors elected by Purchaser Members shall appoint a successor Director to fill the vacancy caused by the resignation or removal of Developer's designated Director. This successor Director shall serve until the next annual meeting, at which time the members shall elect his successor. If, upon the Developer's Resignation Event, the Majority Election Meeting has not occurred, then, prior to the resignation of the Directors appointed by Developer, the Directors shall call the Majority Election Meeting in accordance with these By-Laws and the Act.

Until such time as the Unit Owners other than the Developer shall be entitled to elect all of the Directors, Developer shall have the absolute right, in its absolute discretion and at any time, to remove any Director selected by the Developer and to replace the Director so discharged.

B. Directors shall be elected by the members at the annual meeting of members and shall hold office until the next annual meeting and until their successors are elected and shall qualify.

C. At least fourteen (14) days before the annual meeting, a complete list of members entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be maintained at the office of the Association for fourteen (14) days prior to the election, for the examination of every member of the Association and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present. At the first annual meeting of the members, Directors shall be elected for a term of one (1) year.

D. Directors other than the initial Board of Directors shall be elected as follows:

(1) Nominations shall be from the floor at the annual membership meeting, and a vote shall be had by

written, secret ballot. There shall be no cumulative voting. The election of each Director shall be separate and shall require a plurality of the votes of those persons voting in each election. All of the Directors shall be elected at the same meeting.

(2) Directors shall be members of the Association, except that this provision shall not apply to the persons designated to be the first Board of Directors by Article VII of the Articles of Incorporation.

2. Officers.

The Officers of the Association shall consist of a President, Vice President, Secretary, and a Treasurer, any of whom may be members of the Board of Directors, and such other officers as the Board of Directors may appoint. The President of the Association shall be a Director, but no other 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. The Officers named in the Articles of Incorporation shall serve until the first annual meeting of the Board of Directors, and at such meeting the Board of Directors shall elect the aforesaid Officers. Officers elected at the first annual meeting of the Board of Directors shall hold office until the next and ensuing annual meeting of the Board of Directors or until their successors shall have been elected and shall qualify.

3. Resignation, Vacancy, Removal, Compensation.

A. Any Director or Officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination by the Director or Officer of membership in the Association.

B. Subject to the right of the Developer to replace Directors selected by the Developer, when a vacancy occurs on the Board of Directors, the vacancy shall be filled by the remaining members of the Board of Directors at their next meeting, by electing a person who shall serve until the next annual meeting of the members.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

C. Any Director may be recalled and removed from office, with or without cause, pursuant to the provisions of Section 718.112(2)(g) of the Act, except that Directors elected by the Developer shall not be affected by this provision.

D. Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purposes.

E. Directors or Officers, as such, shall not receive any salary for their services, provided that nothing herein contained shall be construed to preclude any Director or Officer from serving the corporation in any other

capacity and receiving compensation therefor. The salaries for Directors for services other than as such shall be fixed by the members. The salaries for Officers for services other than as such shall be fixed by the Board of Directors.

ARTICLE IV
POWERS AND DUTIES OF THE ASSOCIATION
AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium to which these By-Laws are attached, the Condominium Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration of Condominium, the Articles of Incorporation and the Condominium Act.

2. The power to levy and collect Assessments, based on a budget formally adopted by the Board of Directors. It is understood, however, that the failure of the Board of Directors or the members of the Association to adopt a budget shall not impair or affect the members' obligations to pay their share of the Common Expenses of the Condominium.

3. The power to collect assessments levied upon the members by La Mirada at Boca Pointe Homeowners' Association, Inc. and by Boca Pointe Community Association, Inc.

4. The power to acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

5. The power to expend monies collected for the purpose of paying the Common Expenses of the Association.

6. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Common Elements.

7. The power to insure and keep insured the Buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium.

8. The power to employ the personnel required for the operation of the Common Elements and the Association.

9. The power to pay utility bills for utilities serving the Common Elements.

10. The power to contract for the management of the Condominium.

11. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.

12. The power to improve the Condominium Property, subject to the limitations of the Declaration of Condominium.

13. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the Rules and Regulations duly promulgated by the Association.

14. The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from Unit Owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

15. The power to pay all taxes and assessments which are liens against the Common Elements, and to assess the same against the members and their Units.

16. The power to deal with and approve or disapprove all conveyances or leases of Units as provided for under the Declaration of Condominium.

17. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

18. The power to possess, enjoin, and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property.

19. The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and contained within the Declaration of Condominium to which these By-Laws are attached.

20. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium Property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of this Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of this Association handled and managed by the managing agent.

ARTICLE V DUTIES OF OFFICERS

1. The President shall:

A. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of members.

C. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specified may be signed by other persons.

D. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

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E. Appoint committees and be an ex-officio member of all committees, and to render an annual report at the annual meeting of members.

2. The Vice President shall:

A. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.

B. Perform other acts and duties required of the President, in the absence of the President.

C. Perform such other duties as may be required by the Board.

D. Sign checks on behalf of the Association in the absence of the President.

3. Should the President and Vice President be absent from any meeting, the remaining Directors shall select a person to act as chairman of the meeting.

4. The Secretary shall:

A. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership, for transfer and lease of units, and present such applications to the Board of Directors for consideration.

D. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and members which minute book shall at all reasonable times be available at the office of the Association for inspection by members, or their authorized representatives, and Directors, and act as transfer agent to record transfers and rules and regulations in the corporate books. The minutes of all meetings of the Board of Directors and of members shall be retained by the Secretary for a period of not less than seven (7) years.

5. The Treasurer shall:

A. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

B. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors, at least ten (10) Days prior to each annual meeting of the Board of Directors, and whenever else required, a written summary of the financial transactions and condition of the Association for the preceding year. He

shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting and make all reports required by law.

C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI MEMBERSHIP

1. Except as provided in the Articles of Incorporation, membership in the Association is limited to Owners of Units in the Condominium. Membership is automatically conferred upon acquisition of a Unit, as evidenced by the filing of a deed to such Unit, or as provided in the Declaration of Condominium for transfer of membership upon the death of a member.

2. If a Unit is owned by more than one owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to such Unit, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the owners (or the proper corporate officer) of said Unit, filed with the Secretary of the Association. In the absence of such a writing, such vote shall not be counted except that a Voting Certificate shall not be required when a Unit is owned by a husband and his wife only.

3. Membership in the Association may be transferred only as an incident to the transfer of title to the Unit.

4. Membership shall terminate upon the transfer of title to a Unit.

ARTICLE VII MEETINGS; SPECIAL MEETINGS; QUORUMS; PROXIES

1. Meetings of Members.

A. Annual Meetings: The members of the Association shall meet annually at the office of the Association on the fourth Tuesday of February each year commencing with the year 1987. The purpose of the annual meeting shall be to hear reports of the Officers, elect by ballot of the members in accordance with these By-Laws, a Board of Directors and transact any other business of the Association as may properly come before the meeting.

B. Special Meetings: It shall be the duty of the President to call a special meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by ten (10%) percent of the members having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof unless by consent of four-fifths (4/5) of the members present, either in person or by proxy. In addition, a special meeting of the Association, to recall or remove a member of the Board of Directors, shall be called upon ten (10%) percent of the members giving notice of the meeting, provided the notice states the purpose of the special meeting.

C. Notice of Meetings: It shall be the duty of the Secretary to provide written notice by mail (in the manner required by the Act and any amendments thereto at the

time of mailing) of the annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or, if no address appears, at his last known place of address, at least fourteen (14) but not more than forty (40) days prior to such meeting. The Secretary shall retain the post office certificate of mailing as proof of such mailing. The mailing of the notice in the manner provided in this paragraph shall be considered notice served. Notice of the annual meeting shall also be posted at a conspicuous place at the Condominium Property, at least fourteen (14) days in advance of such meeting. Notice of any meeting at which Assessments against members are to be considered shall specifically contain a statement that such Assessments will be considered and the nature of such Assessments.

D. Budget and Meetings:

1. The Board shall adopt a budget of the Common Expenses of the Association and for the Condominium (the "Budget") for each forthcoming fiscal year at a regular or special meeting of the Board ("Budget Meeting") called for that purpose not later than the first two weeks of December of each year. In the event a Budget is not adopted during such period, it shall not abrogate or alter Unit Owners' obligations to pay Common Expenses. Prior to the Budget Meeting, a proposed Budget shall be prepared by or on behalf of the Board, which Budget shall include, where applicable, but not limited to, the following items of expense:

- (i) Administration of the Association
- (ii) Utilities
- (iii) Management fees
- (iv) Maintenance
- (v) Taxes upon Association Property
- (vi) Insurance
- (vii) Security provisions
- (viii) Other expenses
- (ix) Operating Capital
- (x) Reserves
- (xi) Fees payable to the Division of
Florida Land Sales and Condominiums

Copies of the proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each member at the member's last known address, as reflected on the books and records of the Association, not less than thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the members. Failure to timely adopt a Budget shall not alter or abrogate the obligation to pay Common Expenses.

2. The Board may also include in any such proposed Budget a sum of money as an Assessment for the making of betterments to the Condominium Property for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or for the establishment of reserves for repair or replacement of the Condominium Property either annually or from time to time as the Board shall determine the same to be necessary. This sum of money so fixed may then be levied upon the members by the Board as a Special Assessment and shall be considered an "Excluded Expense" (as hereinafter provided). In addition, the Board shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and

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estimated replacement cost of each reserve item. This sum of money shall also be considered an Excluded Expense. Notwithstanding anything contained herein, the members may by a majority vote determine for a particular fiscal year to budget no reserves or reserves less adequate than required herein.

3. A report of the actual receipts and expenditures of the Association for the previous twelve (12) months shall be prepared annually by an accountant or Certified Public Accountant designated by the Board, and a copy of such report shall be furnished to each member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the member upon its delivery or mailing to the member at his last known address shown on the books and records of the Association.

4. Until the provisions of Section 718.112(2)(f) of the Act relative to the members approval of a Budget requiring Assessments against the members in excess of one hundred fifteen (115%) percent of such Assessments for the members in the preceding year are declared invalid by the Courts, or until amended by the Florida Legislature (however, if such amendment merely substitutes another amount for one hundred fifteen (115%) percent, then such new amount shall be substituted for one hundred fifteen (115%) percent each time it is used in this paragraph, the following shall be applicable:

(a) Should the budget adopted by the Board at the Budget Meeting require Assessments against the members of an amount not greater than one hundred fifteen (115%) percent of such Assessments for the prior year, the Budget shall be deemed approved. If, however, the Assessments required to meet the Budget exceed one hundred fifteen (115%) percent of such Assessments against the members for the preceding year (an "Excess Assessment"), then the provisions of the following paragraphs (b), (c) and (d) hereof shall be applicable; provided that in computing whether an Assessment constitutes an Excess Assessment, there shall be excluded from such computation certain expenses (the "Excluded Expenses"), including the following:

(1) Reasonable reserves for repair or replacement of the Condominium Property;

(2) Anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and

(3) Assessments for betterments to the Condominium Property.

(b) While the Board is "controlled by Developer": Should an Excess Assessment be adopted by the Board while Developer is in control of the Board, then a special meeting of the members shall be called by the Board which shall be held not less than ten (10) days subsequent to the sending of written notice to each member, but within twenty (20) days after the Budget Meeting. At said special meeting the Excess Assessment shall be presented to the members. If at said special meeting a majority of the members shall approve the Excess Assessment, then the Budget adopted by the Board shall be the final Budget. If, at said special meeting of the members a majority of the members shall not approve the Excess Assessment, then the Board shall reconvene at a special meeting so as to reduce the items of anticipated expense in the Budget, other than the Excluded Expenses, in an amount necessary so that the Budget adopted by the Board will not result in an Excess Assessment against the members.

(c) After the Board is not "controlled by Developer": Should the Excess Assessment be adopted by the Board after the Board is not controlled by Developer, then upon written application requesting a special meeting signed by ten (10%) percent or more of the members and delivered to the Board within twenty (20) days after the Budget Meeting, the Board shall call a special meeting to be held not less than ten (10) days subsequent to the sending of a written notice to each member, but within thirty (30) days of the delivery of such application and shall enact a revision of the Budget. The enactment of a revision of the Budget shall require approval of not less than two-thirds (2/3) of the members. If such a revised Budget is enacted at said special meeting, then the revised Budget shall be the final Budget, or if a revised Budget is not enacted at such special meeting, then the Budget originally adopted by the Board shall be the final Budget. If no written application is delivered, as provided herein, then the Budget originally adopted by the Board shall be the final Budget.

(d) The term "controlled by Developer" means the period of time when a majority of the Board is designated by Developer.

E. Quorum: The presence at a meeting of members, either in person or by proxy, of thirty (30%) percent of the votes shall constitute a quorum for the transaction of business at all meetings.

F. Adjourned Meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

G. At every meeting of the members, each member present, either in person or by proxy, shall have the right to cast one (1) vote on each question. The vote of members holding a majority of the votes present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

H. Proxies: A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. In no event shall such proxy be valid for a period long than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member exercising it.

I. Waiver and Consent: Nothing herein shall be construed to prevent a member from waiving notice of meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted.

2. Meetings of Directors.

A. Organizational Meetings: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly

elected Directors in order to legally constitute such meeting, provided a majority of the whole Board of Directors shall be present.

B. Regular Meetings: The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate, in which event no notice need be sent to the Directors once said schedule has been adopted.

C. Special Meetings: Special meetings of the Board of Directors may be called by the President, on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) Directors.

D. Notice of Meetings: Notice of the time and purpose of regular meetings of the Board of Directors shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. All meetings shall be open to Unit Owners. Notice of all meetings shall be conspicuously posted at the Condominium Property at least forty-eight (48) hours prior to the meeting, except in cases of emergency. Notice of any meeting at which Assessments against members are to be considered shall specifically contain a statement that such Assessments will be considered and the nature of such Assessments.

E. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

F. Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

G. Consent: The Board of Directors may act by written consent, without a meeting, provided that a majority of the Board of Directors consents to the action so taken.

ARTICLE VIII PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the By-Laws of the Association or with applicable Florida law.

2. The order of business at annual members' meetings and as far as practical at other members' meetings will be:

A. Election of Chairman;

- B. Roll Call;
- C. Proof of Notice of Meeting; or Waiver of Notice;
- D. Reading of Minutes of Prior Meeting;
- E. Officers' Reports;
- F. Committee Reports;
- G. Election of Inspectors of Election;
- H. Elections;
- I. Unfinished Business;
- J. New Business; and Adjournment.

ARTICLE IX
ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the Common Expenses of the Condominium. The Common Expenses include those expenses described in the Declaration of Condominium and any other expenses designated as Common Expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.

2. Funds for the payment of Common Expenses shall be assessed against and shall be a lien against the Units in the proportion or percentage of sharing Common Expenses provided in the Declaration of Condominium.

3. Regular assessments shall be paid by the members on a quarterly basis, payable in advance on the first day of each and every quarter, or as otherwise established by the Board of Directors.

4. Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide.

5. Individual assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide.

6. When the Board of Directors has determined the amount of any Assessments, the Secretary shall transmit a statement of such Assessment to each Unit Owner. All such payments shall be made payable to La Mirada at Boca Pointe Condominium Association Number Seven, Inc.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or diminish the amount of an Assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the assessment of each member of his proportionate share for any deficiency. Notice of all changes in Assessments shall be given to all Unit Owners.

7. Assessments shall not include charges for utilities separately charged and metered to each Unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any Unit.

8. Assessments not paid within ten (10) days from the date due shall bear interest from the date when due until paid at the rate of fifteen (15%) percent per annum. Additionally, the failure to pay any Assessment within ten (10) days from the date due shall entitle the Association to levy a \$25.00 late charge against the defaulting Unit Owner.

9. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by the Condominium Act, the Declaration of Condominium and these By-Laws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

10. If the proposed annual Budget is not adopted prior to the start of the new fiscal year, an Assessment shall be presumed to be made in the amount of the last prior Assessment and quarterly installments on such Assessment shall be due upon each installment payment date until changed by amended Assessment.

ARTICLE X FISCAL MATTERS

1. Fiscal Year: The fiscal year of the Association shall begin on February 1 of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable.

2. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in Dade, Broward or Palm Beach Counties, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized Officers. Said funds shall be used only for Association purposes.

If necessary, and if demanded by mortgagee, separate accounts shall be established to maintain and disburse escrow funds required by mortgagee to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting Unit.

3. Fidelity Bonds: Fidelity bonds shall be required for all Directors, Officers and employees of the Association, handling or responsible for Association funds. The premium for such bonds shall be paid for by the Association.

4. Records: The Association shall maintain accounting records according to good accounting practices, which records shall be opened to inspection by Unit Owners or their authorized representatives at reasonable times. Such records shall include a record of all receipts and expenditures and an account for each Unit designating the name and address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due and the amounts paid upon the account and the balance due, in a register with the names for any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default, if required.

5. Annual Statement: The Board of Directors shall present at each annual meeting of the members, a full and clear statement of the business and condition of the Association.

6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium pursuant to the provisions of the Declaration of Condominium.

ARTICLE XI
ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Common Elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the Units, Limited Common Elements and Common Elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

ARTICLE XII
VIOLATIONS AND DEFAULTS

In the event of a violation, other than nonpayment of an Assessment by a Unit Owner, of any of the provisions of the Declaration of Condominium, these By-Laws, the Rules and Regulations of the Association, the Articles of Incorporation, or any provision of the Condominium Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including, without limitation (and such remedies shall or may be cumulative), the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay Assessments, the right to foreclose its lien provided in the Condominium Act and in every such proceeding, the Unit Owner at fault shall be liable for court costs and the Association's reasonable attorneys' fees. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rent for his Unit during litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments.

ARTICLE XIII
AMENDMENT OF BY-LAWS

Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium 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 of Condominium are met in full, in the appropriate cases. Notice may be waived in writing by any member. Amendments to these By-Laws may be proposed by the Board of Directors, or proposed by members of the Association having a majority of the votes in the Association.

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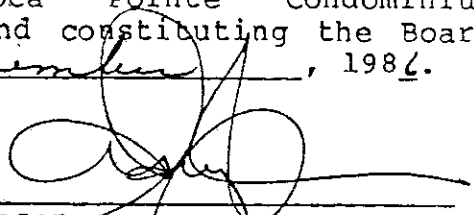
No amendment shall discriminate against any Unit Owner nor any class or group of Unit Owners unless the Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No amendment which affects the Developer may be adopted or become effective without the prior written consent of the affected Developer. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of By-Law. See By-Law Article ___ for present text." Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

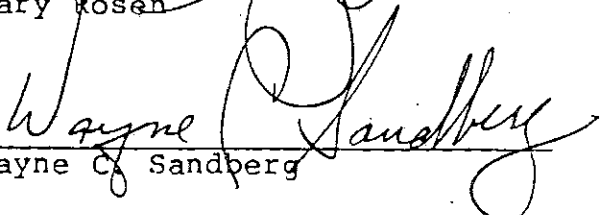
ARTICLE XIV VALIDITY

If any portion of the By-Laws shall be adjudged invalid, such fact shall not affect the validity of any other By-Law.

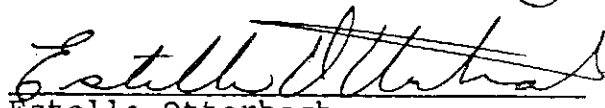
The foregoing By-Laws of La Mirada at Boca Pointe Condominium Association Number Seven, Inc., a not-for-profit Florida corporation, are hereby adopted by all of the Directors of La Mirada at Boca Pointe Condominium Association Number Seven, Inc. as and constituting the Board of Directors this 17th day of November, 1986.



Gary Rosen



Wayne C. Sandberg



Estelle Otterbach

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