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DECLARATION OF CONDOMINIUM OF

LA MIRADA AT BOCA POINTE

CONDOMINIUM NUMBER SEVEN

I. SUBMISSION STATEMENT

SAMARA DEVELOPMENT CORP., an Illinois corporation, and BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, each individually and as joint venturers d/b/a First Boca Venture, a Joint Venture (hereinafter referred to as the "Developer"), for itself, its successors, assigns and grantees, hereby states, declares and submits in fee simple the real property more particularly described on Exhibit "A" attached hereto and made a part hereof, to condominium ownership pursuant to the presently existing provisions of Chapter 718 of the Florida Statutes, as amended to the date hereof, hereinafter called the "Act."

All provisions of this Declaration, the Articles, the By-Laws and the applicable rules and regulations of the Association shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the subject real property and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owners of the subject real property or any part thereof, or interest therein, and their respective heirs, personal representatives, successors or assigns, but the same are not intended to create, nor shall they be constructed as creating, any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and all exhibits attached hereto and made a part hereof as well as applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification by such Unit Owner, tenant or occupant of the provisions of this Declaration, all exhibits attached hereto and made a part hereof as well as applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of atorneys-in-fact contained therein.

II. NAME

The name by which this condominium created hereby (the "Condominium") and the Condominium Property is to be identified is:

LA MIRADA AT BOCA POINTE CONDOMINIUM NUMBER SEVEN

III. DEFINITIONS

The terms contained in this Declaration shall have the meanings as set forth in the Act (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.

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2. Articles of Incorporation. "Articles of Incorporation" 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 hereinafter defined), 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 having as its 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).

(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 furnishing of utilities and other services to more than one Unit or to the Common Elements.

(g) Any other part of the Condominium Property designated as Common Elements in this 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:

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(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 this Declaration, the Articles of Incorporation ("Articles") and By-Laws ("By-Laws") (as hereinabove defined) 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 this 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 this instrument, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

16. Developer. "Developer" means SAMARA DEVELOPMENT CORP., an Illinois corporation, and BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, d/b/a First Boca Venture, a Joint Venture

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 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 Secondary 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 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; Develper; 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.

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18. La Mirada at Boca Pointe Covenants. "La Mirada at Boca Pointe Covenants" 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 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, its successors or assigns, formed pursuant to the La Mirada at Boca Pointe Covenants.

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 this Declaration.

21. Owner or Unit Owner. "Owner" 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.

IV. UNITS; APPURTENANCES; LIMITED COMMON ELEMENTS AND ENJOYMENT

A. A Unit is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.

B. Each Unit is identified by a numerical-alphabetical designation as set forth in Exhibit "B" attached hereto.

C. There shall pass with each Unit as an appurtenance thereto:

1. An undivided interest in the Common Elements.

2. An undivided share in the Common Surplus.

3. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

4. Such other easements, rights or privileges which, pursuant to the provisions of this Declaration and of law, are deemed appurtenances to the Unit.

5. Membership for the Unit Owner in the Association subject to the rights and obligations of membership therein.

6. The benefit, use and enjoyment of the Condominium Property and any improvements thereon, subject to the terms, conditions and limitations of this Declaration.

D. "Limited Common Elements" are the areas labeled as such on Exhibit "B" to this Declaration and shall include the heating and air conditioning system and air compressor serving a Unit.

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E. The Unit Owner is entitled to the exclusive possession of his Unit. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of Owners of other Units. There shall be a joint use of the Common Elements (other than Limited Common Elements which are reserved for the exclusive use of a Unit) and a joint mutual easement for that purpose is hereby created.

F. Each Unit Owner shall pay the cost of maintaining all doors wholly within his Unit, the interior surface of the doors which are used for ingress and egress to his Unit, the interior surfaces of all stairwells which are part of the Unit, all sliding glass doors contained within his Unit; the replacement and/or repair of windows and window operators and skylights; screenings; wiring; electrical outlets and fixtures which are wholly within the Unit; and ordinary cleaning and maintenance of the patios, balconies and terraces. Other maintenance obligations of Unit Owners are set forth in Article IX of this Declaration. Rules and regulations regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated by the Association from time to time.

G. A Unit may be used only for single family residential purposes.

V. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separate therefrom, shall pass with title to the Unit, whether or not separately described, and cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereby shall lie, except as provided herein, with respect to termination of the Condominium.

VI. CONDOMINIUM PROPERTY AND IDENTIFICATION OF UNITS

A. The La Mirada at Boca Pointe Condominium Number Seven contains eighteen (18) Units located in three (3) two-story residential Buildings each of which contains six (6) Units. Hereto annexed as Exhibit "B" and made a part hereof is a survey of the real property described in Exhibit "A" hereto; a graphic description of the improvements in which the Units are located; and a plot plan thereof (collectively hereinafter referred to as the "Survey"). The Survey shows and identifies, among other things, the Common Elements, Limited Common Elements and each Unit and shows their relative locations and approximate dimensions. Attached to the Survey and made a part of this Declaration is a certificate of surveyor prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

B. Each Unit has been given a numerical-alphabetical designation for purposes of identification so that no Unit has the same designation as any other Unit. The legend and notes contained in Exhibit "B" are incorporated herein and made a part hereof by reference.

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C. The Common Elements contained within a Building and constituting the Building, including the exterior thereof, but excluding those limited Common Elements reserved for the exclusive use of a Unit as hereinafter provided, shall be Limited Common Elements reserved for the exclusive use of the Unit Owners of Units contained within such Building. These Limited Common Elements are Common Elements and will be maintained, repaired and replaced and assessments made as for other Common Elements.

There are shown on the Survey courtyards and driveways designated as Limited Common Elements and bearing a Unit identification. The heating and air conditioning system and air compressor serving a Unit shall be a Limited Common Element for the Unit they serve. Such areas shall be a Limited Common Element serving the Unit which bears the same Unit designation or which serves a Unit, and the Unit will have the exclusive use of such Limited Common Element. Notwithstanding anything herein contained, the Unit having the exclusive use of such above-described Limited Common Element, excluding Limited Common Element courtyards, which shall be maintained by the Association, shall be responsible for the maintenance, repair and replacement thereof at such Unit Owner's expense.

VII. OWNERSHIP OF COMMON ELEMENTS AND SHARE OF COMMON SURPLUS

The owner of each Unit shall own a share and certain interest in the Condominium Property which is appurtenant to Unit Owner's Unit which includes, but is not limited to, the following items which are appurtenant to the several Units as indicated:

A. Common Elements: The undivided shares, stated as percentages in the Common Elements appurtenant to each of the Units are set forth on the schedule attached hereto and made a part hereof by reference as Exhibit "E."

B. Common Surplus: Each Unit Owner shall own any Common Surplus of the Association in the same percentage as the Common Expenses appurtenant to each Unit are shared, as set forth in Exhibit "E." The ownership, however, does not include the right to withdraw or require payment or distribution of said Common Surpluses.

VIII. THE ASSOCIATION; ITS POWERS AND RESPONSIBILITIES

A. The Condominium is governed and administered by La Mirada at Boca Pointe Condominium Association Number Seven, Inc., a Florida not-for-profit corporation. A copy of the Articles of Incorporation of the Association is annexed hereto and made a part hereof as Exhibit "C." Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Article XXIII of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, which shall be amended in the manner set forth therein. No amendment to the Articles of Incorporation shall, however, change any Unit or the share of Common Elements, Common Expenses or Common Surplus attributable to a Unit nor the voting rights appurtenant to a Unit unless the record owner or owners thereof and all record owners of mortgages upon such Unit or Units shall join in the execution of such amendment.

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B. The powers and duties of the Association shall include those set forth in the By-Laws annexed hereto and made a part hereof as Exhibit "D." No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. In addition thereto, the Association shall have all of the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

1. The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Unit Owner does hereby appoint the Association as his or her agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

2. The power to levy and collect Assessments from Unit Owners and to maintain, repair and replace the Common Elements.

3. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at reasonable times during normal business hours.

4. The power to enter into contracts with others, for a valuable consideration, for maintenance and management, including the normal maintenance and repair of the Common Elements. The duty and responsibility to maintain and preserve the Common Elements shall not relieve the Unit Owner of his personal responsibility to maintain and preserve the interior surface of his Unit and the Limited Common Elements appurtenant thereto, for which he is responsible to maintain and to paint, clean, decorate, maintain and repair his Unit.

5. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.

C. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any institutional mortgage covering any Unit(s), or which would change the provisions of the By-Laws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

D. Each Unit shall be entitled to one vote to be cast in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.

E. The Association or its designees shall maintain such records as required by Section 718.111, Florida Statutes.

F. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all

Unit Owners who may be exposed to the liability, so that such Unit Owners shall have the right to intervene and defend.

G. No Unit Owner, except an officer or director of the Association shall have any authority to act for the Association.

IX. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association: The Association, in its discretion, shall be responsible for the periodic maintenance, repair and replacement at the Association's own expense of:

1. All Common Elements except as hereinafter provided.

2. All portions of the Units (except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the load-bearing walls and load-bearing columns, and the painting of the Units' garage doors.

3. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit contributing to the support of the Building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained.

4. All property owned by the Association.

5. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

6. The Limited Common Element courtyards serving the Units and wrought iron gates and railings.

B. By the Unit Owner: The responsibilities of the Unit Owner shall be as follows:

1. To maintain, repair and replace at Unit Owner's expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be the Limited Common Elements serving the Unit exclusively, excluding the Limited Common Element Courtyard which shall be maintained by the Association, windows, screens and doors opening into or onto Owner's Unit, garage door and mechanical equipment which operates a Unit's garage door, including the garage door opener, but excluding therefrom the exterior paint which is the responsibility of the Association, skylights, sliding glass doors and plate glass. In the event a Unit's garage door must be replaced, the Unit Owner of such Unit will be responsible to replace such garage door and the costs thereof. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

2. To maintain, repair and replace at Unit Owner's expense, Unit Owner's individual Limited Common Element air-conditioning and heating system and air compressor inside and outside Unit Owner's individual Unit.

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3. Within the Unit to maintain, repair and replace at Unit Owner's expense all fans, stoves, refrigerators, dishwashers, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to Unit Owner's Unit. The floor and interior walls of any stairwell, balcony, terrace or patio of a Unit shall be maintained by the Unit Owner thereof at Unit Owner's expense.

4. A Unit Owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the Building, including balconies, patios or terraces, or garage door, or any stucco portion of the Unit or any exterior surface of any entry doors to his Unit.

5. To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

6. No Unit Owner other than the Developer shall make any alterations in the portions of the Building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the Building or impair any easement, without first obtaining approval from the Board of Directors of the Association.

C. By the La Mirada at Boca Pointe Homeowners' Association, Inc.: There are grassed areas, planting and other landscaping, and irrigation equipment thereof (the "Landscaping and Irrigating"), located on that portion of the Condominium property surrounding the Buildings. The Landscaping and Irrigating shall be maintained, repaired and replaced by the La Mirada at Boca Pointe Homeowners' Association and not by the Association pursuant to Article IX.A of the La Mirada at Boca Pointe Covenants and the expenses thereof shall be an expense of the La Mirada at Boca Pointe Homeowners' Association under the Declaration of Covenants and Restrictions for La Mirada at Boca Pointe and not a Common Expense of La Mirada at Boca Pointe Condominium Number Seven.

D. Alteration and Improvement of Common Elements: There shall be no material alterations or substantial additions to the Common Elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members of the Association casting not less than 66-2/3% of the total votes of the members of the Association present at any regular or special meeting of the Association called for that purpose. The cost of the foregoing shall be assessed as Common Expenses of the Condominium. Where any alterations or additions as aforedescribed are exclusively or substantially exclusively for the benefit of Unit Owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owners exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors of the Association and ratified by not less than 75% of the total votes of the Unit Owners exclusively or substantially exclusively benefiting therefrom; and where said Unit Owners are ten or less, the approval of all but one Unit Owner shall be required. Notwithstanding the foregoing, no addition, alteration, structural change or improvements to the Common Elements (including the landscaping installed by Developer) shall be approved by the Board until and unless

the Board has complied with all of the requirements, restrictions and provisions of the Boca Pointe Declaration, including, without limitation, the requirement of obtaining the prior approval of the Architectural Control Committee of the Boca Pointe Community Association, Inc.

E. Alteration of Unit: Except as provided in Article XXVII hereinafter, no Unit Owner shall make or cause to be made any structural modifications or alterations or replacements in Unit Owner's Unit, or the exterior doors of Unit Owner's Unit, including the garage door, or in the water, gas, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Board of Directors of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration, modification or replacement would in any manner endanger the Building. If the modification, alteration or replacement desired by a Unit Owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. A Unit Owner making or causing to be made any structural modification, alteration or replacement to Unit Owner's Unit agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom, notwithstanding the fact that the Association may have consented to the changes. No Unit Owner shall cause any improvements or changes to be made to the exterior of the Building, including but not limited to painting, installation of electrical wires, television antennae, or air-conditioning units which may protrude through the walls or roof of the Building, or in any manner change the appearance of the exterior of the Building or any portion of the Building not totally within the Unit, without the consent of the Association. No Unit Owner or any other person shall install upon the roof or exterior of the Building upon the Condominium Property or upon the Common Elements of the Condominium, any television antennae, radio antennae, electrical, electronic or electro-mechanical device, decorative item or affixed furnishing, without the consent of the Association.

F. Liability of Unit Owner: Should a Unit Owner undertake unauthorized additions and modifications to his Unit, or refuse to make repairs as required, or should a Unit Owner cause damage to the Common Elements, the Association may make such repairs or replacements and the Association shall have the right to repair the same and to levy a special assessment for the cost thereof against the said Unit Owner. Each Unit Owner agrees that the Association shall not be liable for any alleged property damage caused to or occurring on account of any such repairs.

G. Insurance Proceeds: Whenever any maintenance, replacement or repair of any items for which the Owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association, or by the insurance trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

X. ENFORCEMENT OF MAINTENANCE

In the event the Owner of a Unit fails to maintain the Unit and the appurtenances thereto as required above, the Association, any management firm, the Developer, the Trustee, or any other Unit Owner shall have the right to

proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the improvements within the Unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the Unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a Unit Owner violates any of the provisions of Article IX above, the Developer and/or the Association shall, upon reasonable notice, have the right to take any and all such steps as may be necessary to remedy such violation, without consent of the Unit Owner. Each Unit Owner agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

XI. COMMON EXPENSES AND ASSESSMENTS

A. Common Expenses

The Association by its Board of Directors shall prepare and adopt an annual budget for the operation and management of the Association and Condominium (the "Budget") in accordance with the Condominium Documents. Common Expenses shall be estimated in the Budget and shall be allocated to each Unit Owner in accordance with their respective interest in the Common Elements and ownership of Common Surplus, as set forth in Exhibit "E" which allocated sum shall be assessed as the "Annual Assessment." The foregoing ratio of sharing Common Expenses and assessments shall remain, regardless of the purchase price of the Units. Notwithstanding the above-stated method of allocation, however, the Unit Owners shall be obligated to pay in addition to the Annual Assessment the following:

1. "Special Assessment" as shall be levied by the Board against the Unit Owners either as a result of (a) extraordinary items of expense; (b) the failure or refusal of other Unit Owners in the Condominium to pay their Annual Assessment; or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

2. "Individual Assessments" as shall be levied by the Board against any Unit Owner whose use or treatment of his Unit or the Condominium Property is not in conformance with the standards as adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Unit Owner with the use restrictions imposed by this Declaration. The amount of such assessment shall be equal to such cost incurred and may be enforced in the manner provided for any other assessment.

In addition to the foregoing, each Unit Owner shall be responsible for payment of assessments levied by and user charges owing to Boca Pointe Community Association and La Mirada at Boca Pointe Homeowners' Association.

B. Assessments

Assessments shall be made and determined as provided herein and in the By-Laws. Annual Assessments shall be payable in quarterly installments or in such other installments as the Board may determine. The Board shall give notice to the Unit Owners in writing of its determination that installments shall be paid other than on a quarterly installment basis (the "Assessment Payment Method").

1. The record owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of Annual Assessments and any Special Assessments or Individual Assessments levied by the Association plus interest and reasonable attorneys' fees as hereinafter provided. In the event of default in the payment of an installment under the Assessment Payment Method used by the Board or a default in payment of a Special Assessment or Individual Assessment, the Board may accelerate remaining installments of the Annual Assessment upon notice thereof to the Unit Owner in default whereupon, the entire unpaid balance of the Annual Assessment shall become due upon the date stated in the notice (which date shall not be less than ten (10) days after the date of the notice). In the event any Special Assessment or Individual Assessment under the Assessment Payment Method or accelerated Annual Assessment is not paid within twenty (20) days after their respective due dates, the Association, through the Board, may proceed to enforce and collect the said Assessments against the Unit Owner owing the same in any manner provided for by the Act, including foreclosure and sale of the Unit.

2. The Association may at any time require Unit Owners to maintain a minimum balance on deposit with the Association to cover future Assessments.

3. In connection with Assessments, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Act, specifically including a lien upon each Unit and all appurtenances thereto for any unpaid Assessment and interest thereon owed by the Unit Owner of such Unit, together with reasonable attorneys' fees incurred by the Association prior to any litigation and at all trial and appellate levels which are incident to the collection of such Assessments or the enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate permitted by law.

4. Notwithstanding any contrary provision of the Condominium Documents, all lien rights and remedies of the Association with respect to a Unit will at all times be subject and subordinate to the lien of any mortgage held by an Institutional Mortgagee upon the Unit, and to all amendments, modifications, renewals, extensions and consolidations of such mortgage, and all voluntary and involuntary advances made thereunder.

5. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act are applicable to the Condominium, and further, in the event an Institutional Mortgagee acquires title to a Unit through foreclosure or by a deed (or assignment) in lieu of foreclosure, such Institutional Mortgagee, its successors and assigns, shall not be liable for accrued assessments for Common Expenses which become due prior to such acquisition of title, unless such accrued Assessment is secured by a claim of lien for Assessments that is recorded prior to its recording of the mortgage which has been foreclosed upon and for which a deed (or assignment) is given in lieu of foreclosure. Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage, which has been foreclosed upon or for which a deed (or assignment) is given in lieu of foreclosure shall be cancelled as to such Unit effective with the passage of title to such mortgagee.

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6. No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded in the Public Records of Palm Beach County, Florida.

XII. INTERIM ASSESSMENT PERIOD AND INTERIM ASSESSMENTS

Hereto annexed as Exhibit "F" is a schedule of the Annual Assessments ("Interim Assessments") for the period commencing with the date of the first conveyance of a Unit in the Condominium and ending twelve (12) months from such date ("Interim Assessment Period"). Notwithstanding the foregoing, the Interim Assessment Period shall terminate upon the date of the "Majority Election Meeting," as that term is defined in the By-Laws. The Interim Assessments are only estimates of the Annual Assessments to be made pursuant to the By-Laws. Developer guarantees ("Developer Guarantee") that during the Interim Assessment Period, the Interim Assessments will not be increased, except as set forth in this Article XII, and Developer will pay all Common Expenses not paid for by Interim Assessments assessed against Unit Owners other than Developer. No Interim Assessments shall be made against Units owned by Developer. (Developer's Guarantee is made in accordance with the provisions of Section 718.116(8)(b) of the Act). Developer's Guarantee shall terminate and Assessments determined as provided in Article XI herein and the By-Laws shall be determined and made following the termination of the Interim Assessment Period which shall in no event ever be later than the date of the Majority Election Meeting, and commencing with such date Developer will pay any such Assessments for any of the Units owned by Developer.

XIII. LIMITATION OF LIABILITY

A. The liability of a Unit Owner for Common Expenses shall be limited to the amounts for which Unit Owner is assessed from time to time in accordance with the Condominium Act, this Declaration or the By-Laws (including any interest, penalties, costs or fees provided for therein in the event of delinquency).

B. The Unit Owner may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements, and then in no case shall that liability exceed the value of his Unit. A Unit Owner shall be liable for injuries or damages resulting from an accident in Unit Owner's Unit to the same extent and degree that the owner of a single-family detached dwelling would be liable for an accident occurring with Unit Owner's single-family detached dwelling.

C. In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and the Unit Owners, the Association shall give notice to the exposure within a reasonable time to all Unit Owners, and they shall have the right to intervene and defend.

XIV. LIENS

A. With the exception of liens which may result from the initial construction of this Condominium or are provided

for in this Article XIV, no liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole (as distinguished from individual Units) except with the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to Unit Owner's Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all Units in the proportions for which the Unit Owners thereof are liable for Common Expenses.

C. In the event a lien against two or more Units becomes effective, each Unit Owner thereof may relieve his Unit of the lien by paying the proportionate amount attributable to Owner's Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Unit.

XV. EASEMENTS

Each of the following easements is a covenant running with the land of the Condominium, to wit:

A. Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

B. Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provisions of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designate shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities and Common Elements contained in the Unit or elsewhere on the Condominium Property, and to remove any improvements inferfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Condominium Association and easements are granted hereby over all Units in favor of all Unit Owners and the Association with respect thereto.

C. Encroachments. If (i) any portion of the Common Elements or "Common Area" (as such term is defined in the La Mirada at Boca Pointe Covenants) encroaches upon any Unit; (ii) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Common Area, or (iii) any encroachment shall hereafter occur as a result of (a) construction of the improvements, (b) settling or shifting of the improvements, (c) any alteration or repair to the Common Elements or Common Area made by or with the

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consent of the Association with respect to the Common Elements and La Mirada at Boca Pointe Homeowners' Association with respect to the Common Areas, or (d) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or Common Areas then in such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

D. Traffic. An easement shall exist for ingress and egress and for pedestrian traffic over, through and across sidewalks, paths, walks, and other rights of way on portions of the Common Elements as may be from time to time intended and designated for such purpose and use and for ingress and egress from the Common Areas; and for ingress and egress and for pedestrian traffic over, through and across such portions of the Common Elements and Common Areas and Limited Common Elements as may, from time to time, be intended for such purpose; and such easements shall be for the use and benefit of Unit Owners, Institutional Mortgagees, the La Mirada at Boca Pointe Homeowners' Association, Inc., or tenants, and those claiming by, through or under the aforesaid. The Common Elements contained within the Condominium Property shall be used in common by Unit Owners in this Condominium and their family members, guests, invitees and tenants for the purpose for which same are intended, subject to the provisions of the Declaration and the By-Laws.

E. Construction; Maintenance. The Developer (including its designatees, contractors, successors and assigns) shall have the right, in its sole discretion from time to time to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so, or for any other purpose, provided such activity does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment by the Unit Owners of the Condominium Property.

F. Sales Activity. For so long as there are any unsold Units, the Developer, its designatees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales offices, to show model apartments and the Common Elements to prospective purchasers and tenants of Units, to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease, and for any other similar purpose the Developer deems appropriate in its opinion.

G. Additional Easements. The Developer (so long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association irrevocably as their attorney-in-fact for this purpose), each shall have the right to grant such additional easements for ingress and egress and for electrical, drainage, gas, cable television or other utility or service easements or relocate any existing utility or service easements or drainage facilities (subject to applicable restrictions), in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof,

or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. The joinder of the Association, any Unit Owner or mortgagee shall not be required in the event the Developer declares an additional easement pursuant to the provisions hereof. Should intended creation of any easement fail by reason of the fact that, at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall, nevertheless, be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit Owners designate the Developer and/or Association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

XVI. CONVEYANCES, SALES, RENTALS LEASES AND TRANSFERS

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium community, the sale, leasing, rental and transfer of Units, by any Unit Owner other than the Developer, shall be subject to the following provisions:

A. Conveyance, Sales and Transfers. Prior to sale, conveyance or transfer of any Unit to any person or artificial entity, the Unit Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale is to be made and furnish such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days from receipt of said notification, the Board of Directors of the Association shall either approve or disapprove the proposed sale, in writing, and shall notify the Unit Owner of its decision. In the event the Board of Directors shall fail to approve or disapprove the proposed sale within fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproved the proposed sale and if the Unit Owner still desires to consummate such sale, the Unit Owner shall, thirty (30) days before such sale, given written notice to the Secretary of the Association of Unit Owner's intention to sell on a certain date, together with the price and other terms thereof, and the Secretary shall promptly notify the members of the Association of the date, price and terms. Any member shall have the first right over the prospective purchaser to purchase the Unit at the price and on the terms contained in the notice, provided the member so notifies the Secretary of the Association in writing of the acceptance at least fifteen (15) days before the date of the intended sale and deposits with the Secretary of the Association ten (10%) percent of the purchase price as a good faith deposit, which information and notice of deposit the Secretary of the Association shall promptly forward to the Unit Owner. In the event no members of the Association exercise this first right to purchase as aforedescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will purchase the Unit upon the price and upon the terms contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale, notifies the Unit Owner that a

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purchaser has been furnished and that said purchaser has deposited ten (10%) percent of the purchase price with the Association as a good faith deposit for the intended sale. In the event the Unit Owner giving notice receives acceptance from more than one member, it shall be discretionary with the Unit Owner giving notice to consummate the sale with whichever of the accepting members the Unit Owner giving notice chooses.

In the event the Unit Owner giving notice receives no written notice from any member of the Association accepting the price and terms of the proposed sale on or before ten (10) days before the date given in the notice as the date of sale, then that Unit Owner may complete the sale on the day and at the price and terms given in the notice, but on no other day and at no other price or terms, without repeating the procedure outlined above. In the event the Unit Owner makes a sale without first complying with the terms hereof, any other member of the Association shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended and immediately after such reimbursement, said purchaser or transferee shall convey all of purchaser's or transferee's right, title and interest in the Unit to the member or members making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors has approved in all respects, on a certain date, the sale of a Unit to certain persons, shall be conclusive evidence of such fact.

An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale and that the Board of Directors disapproved or failed to act on such proposed sale, and that thereafter all the provisions hereof which constitute conditions precedent to a sale of a Unit have been complied with, so that the sale of a particular Unit to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons to whom such Unit is sold. Such affidavit shall not be evidence of the fact that the sale to such persons was made at the price, terms and date in the notice given to the Secretary of the Association, but one hundred twenty (120) days after the date of the notice to the Board of Directors, as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

B. Rental or Lease. No Unit shall be leased or rented without the prior written approval of the Board of Directors, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. No lease may be made for less than a one (1) month period, nor may any Unit be leased more than three (3) times in any twelve (12) month period, without the prior written approval of the Association, nor shall any transient accommodations be provided.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any liability or obligation under this Declaration and all leases shall be subject to the terms of this Declaration and the rules and regulations which may, from time to time, be promulgated in the Association. The lessee's failure to comply with the terms hereof shall be deemed a default under said lease, and the Association shall have the right to evict such lessee from the Unit for such reason or any other basis determined by the Association. Each lease shall further provide that same

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may not be altered, modified or amended without the prior written consent of the Board.

C. If the purchaser or lessee is a corporation or other artificial entity, the approval may be conditioned upon the approval by the Board of Directors of all occupants of the Unit.

D. In the case of the death of the Owner of a Unit, the surviving spouse, if any, and if no surviving spouse, the other member or members of such Owner's family residing with the Unit Owner at the time of Unit Owner's death, may continue to occupy the said Unit; and if such surviving spouse or other member or members of the decedent Unit Owner's family shall have succeeded to the ownership of the Unit, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of decedent's Unit to some designated person or persons other than the surviving spouse or members of decedent's family, as aforedescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Unit, or if under the laws of descent and distribution of the State of Florida the Unit descends to some person or persons other than his surviving spouse or members of decedent's family as aforedescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as Owners of the Unit. If the Board of Directors of the Association shall consent, ownership of a Unit may be trnasferred to the person or persons so designated, who shall thereupon become the Owner of the Unit, subject to the provisions of this Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity, during the thirty (30) days next after said last abovementioned thirty (30) days, to purchase or to furnish a purchaser, for cash, for the said Unit, the purchase price to be determined by an appraiser appointed by a senior judge of the Circuit Court in and for Palm Beach County, Florida, upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased Unit Owner out of the amount realized from the sale of said Unit. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said Unit within such period, and upon such terms, the person or persons so designated may take title to the Unit; or such person or persons or the legal representative of the deceased Unit Owner may sell the said Unit; but such sale shall be subject in all other respects to the provisions of this Declaration and the By-Laws of the Association.

E. Mortgage. No Unit Owner may mortgage Unit Owner's Unit or any interest therein without the approval of the Association, except to an Institutional Mortgagee. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

F. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

G. The foregoing provisions of this Article shall not be applicable to transfer or lease by a Unit Owner to any

member of Unit Owner's immediate family (i.e., spouse, children or parents); or, if a Unit is owned by a form of co-tenancy, to transfers from one co-tenant to the other co-tenant. The foregoing provisions of this Article shall also not be applicable to transfer of Units from (1) a trustee to its beneficiary, (2) a beneficiary to its trustee and (3) a Unit Owner to a corporation where the Unit Owner is a principal shareholder..

H. No judicial sale of a Unit or any interest therein shall be valid unless:

1. The sale is to a purchaser approved by the Association, which approval shall be in recordable form; or

2. The sale is a result of a public sale with open bidding.

I. The Board of Directors of the Association shall have the right to withhold consent and approval of prospective Unit Owners or lessees, to any lease, sale, transfer, conveyance, bequest, device or otherwise in the event the prospective Unit Owner or lessee, by being such a Unit Owner or lessee, would automatically violate or breach a term, condition, restriction, rule or regulation or covenant under this Declaration or the Exhibits thereto.

J. The Association and any management firm, their respective agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article, or for the method or manner of conducting the investigation.

K. The foregoing provisions of this Article shall not apply to a transfer to or purchase by an Institutional Mortgagee (and/or its assignee or nominee) (other than an Owner who is an Institutional Mortgagee solely because the Owner sells the Unit and takes back a purchase money mortgage to secure a portion of the purchase price) that acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, mortgagor's successor or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an Institutional Mortgagee (and/or its assignee or nominee) (other than an Owner who is an Institutional Mortgagee solely because the Owner sells the Unit and takes back a purchase money mortgage to secure a portion of the purchase price) that so acquires its title. Neither shall such provisions apply to the Developer or the assignee or nominee of the Developer and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this Article, and without the approval of the Association, and without payment of any screening fee. The provisions of this subparagraph K shall not be amended without the prior written approval of the Developer as long as Developer owns a Unit in the Condominium.

L. Any approval by the Board of Directors pursuant to this Article shall be evidenced by a certificate duly executed by a majority of the Board of Directors.

XVII. INSURANCE

A. Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all real property owned by the Association and all of the Common Elements of the Condominium, and insuring the Association, Unit Owners and

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Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be at least One Million ($1,000,000.00) Dollars for all claims for personal injury per occurrence and One Hundred Thousand ($100,000.00) Dollars for property damage arising out of a single occurrence. Said insurance coverage shall include, but not be limited to, water damage, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within the Common Elements, legal liability arising out of law suits related to employment contracts of the Association, liability for hazards related to usage and liability for property of others, hired automobile, non-owned automobile and off-premises employee coverage. All such policies shall name the Association (and Developer so long as Developer shall own any portion of the Condominium Property as their respective interests may appear) as the insured under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement" or equivalent coverage, which would preclude the insurer from denying the claim of Unit Owner because of the negligent acts of either the Association, Developer or any other Unit Owners, or deny the claim of either Developer or the Association because of the negligent acts of the other or the negligent acts of a Unit Owner. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the Unit Owners, as a group, to any one Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense. Each Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit, and, if the Owner so determines, for supplementing any insurance purchased by the Association.

B. Casualty Insurance; Purchase of Insurance. The Association shall obtain "all risk" insurance, fire and extended coverage and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association. In the event an Institutional Mortgagee requires flood insurance for the Unit, the cost of same shall be borne by such Unit. The Association shall purchase insurance for each Building in the Condominium in an amount equal to one hundred (100%) percent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance. The casualty insurance shall contain an "agreed amount endorsement": or its equivalent, "inflation guard endorsement," and if determined necessary an "increased cost of construction endorsement" or "continuant liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The casualty insurance shall insure the Buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings in construction location and use. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a Common Expense.

The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. Insurance shall be obtained from companies whose ratings meet the financial and policyholder's standards of the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium.

C. Fidelity Insurance. The Board of Directors of the Association shall obtain adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association. Such coverage shall be in the form of Fidelity Bonds which meet the following requirements unless one or more of such requirements are waived in writing by all "Listed Mortgagees" (as hereinafter defined in Article XXXII); (i) such bonds shall name the Association as an obligee; (ii) such bonds shall be written in an amount equal to at least three (3) months aggregate assessments for all Units plus reserve funds; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a Common Expense.

D. Workers' Compensation. The Board of Directors of the Association shall obtain a Workers' Compensation policy to meet the requirement of the law. Such policy shall have a minimum of Five Hundred Thousand ($500,000.00) Dollars Employer's Liability coverage. The premium for such coverage shall be paid by the Association and charged as a Common Expense.

E. Other Insurance and Cancellation of Insurance. The Board of Directors of the Association may obtain such other insurance as the Board of Directors of the Association shall determine from time to time to be necessary or desirable. All insurance policies or fidelity bonds purchased pursuant to this Article XVII shall provide that they may not be cancelled without at least ten (10) days prior written notice to the Association and to Institutional Mortgagees.

F. Loss Payable Provisions; Insurance Trustee. All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their mortgagees, as their interests may appear. Said policies shall provide that all insurance proceeds payable on account of property loss or damage shall be payable to any banking institution having trust powers and authorized to conduct business in the State of Florida (the "Insurance Trustee"). The Insurance Trustee shall be designated by the Board and shall be acceptable to the Listed Mortgagees holding first mortgages encumbering fifty-one (51%) percent of the Units encumbered by first mortgages held by Listed Mortgagees, the Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, not for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees (sometimes hereinafter collectively referred to as "Beneficial Owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

1. Common Elements. Proceeds on account of damage to Common Elements shall be an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to Unit Owner's Unit.

2. Units. Proceeds on account of Units shall be in the following undivided shares:

(a) When the Building is to be repaired and restored: For the Unit Owners of damaged Units, in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost shall be determined by the Association.

(b) When the Building is not to be restored, as provided hereafter in this Article: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

3. Mortgagees. In the event a Mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee, other than the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired. No mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

F. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Beneficial Owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

1. Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds (insurance proceeds less the expenses of the Insurance Trustee) shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

2. Failure to Reconstruct or Repair. If the damage for which the proceeds were paid shall not be repaired and restored, any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the

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Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the Beneficial Owners as surplus in the manner elsewhere stated. Any determination of the Board to not repair and restore damage or replace personal property and where proceeds are to be paid and disbursed to Beneficial Owners shall receive the prior approval of Listed Mortgagees holding first mortgages encumbering fifty-one (51%) percent of the Units encumbered by first mortgages held by Listed Mortgagees.

3. Certificates. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by the President or Vice President and the Secretary of the Association, as to the names of the Unit Owners and their respective shares of distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate. In addition, the Insurance Trustee may rely on such certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

G. Loss Within a Single Unit. If loss shall occur within a single Unit or Units, without damage to the Common Elements, the insurance proceeds shall be distributed to the Benefit Unit Owner(s) of the damaged Units, remittance by the Insurance Trustee to said Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Unit Owner shall thereupon by fully responsible for the restoration of the Unit.

H. Loss Less Than "Very Substantial." Where a loss or damage occurs to more than one (1) Unit and/or to the Common Elemenets, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

2. If the damage or loss is limited to the Common Elements, with minimum or no damage or loss to any individual Unit, and if such damage or loss to the Common Elements is less than Five Thousand ($5,000.00) Dollars, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

3. If the damage or loss involves individual Units encumbered by institutional mortgages, as well as the Common Elements, or if the damage is limited to the Common Elements alone but is in excess of Five Thousand ($5,000.00) Dollars, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Board of Directors of the Association; provided, however, that upon the request of an Institutional Mortgagee, the written approval shall also be required of the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Unit, so long as it owns and holds any

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mortgage encumbering a Unit. At such time as the aforesaid Institutional Mortgagee is not the holder of a mortgage on a Unit, then its right to approval and designation shall pass to the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid Institutional Mortgagee, if said Institutional Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Insurance Trustee and execute any affidavit required by law or by the Association or the aforesaid Institutional Mortgagee. In addition to the foregoing, the Institutional Mortgagee whose approval may be required, as aforedescribed, shall have the right to require the general contractor performing the reconstruction to obtain a performance and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

4. Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

5. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to the Unit Owner's share in the Common Elements, for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements, and against the individual Unit Owners for that portion of the deficiency as is attributable to Unit Owner's individual Unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individually damaged Unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The special assessment funds shall be delivered by the Assciation to the Insurance Trustee and shall be added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

6. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessments within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, that this provision may be waived by the Board of Directors in favor of any Institutional Mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and Unit Owner's Unit shall be subject to an Individual Assessment for such sum.

I. <u>"Very Substantial" Damage</u>. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby seventy-five (75%) percent or more of the total Unit space in the Condominium is found by the

Board to be rendered untenantable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage placed becomes payable. Should such "very substantial" damage occur, then:

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof and the net amount of insurance proceeds available for restoration and repair.

2. Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to abandonment of the Condominium project, subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium Property shall be restored and repaired, unless the Unit Owners of two-thirds (2/3) of the Units shall vote to abandon the Condominium project, in which case the Condominium Property shall be removed from the provisions of the Act, in accordance with Section 718.117 of the Act.

(b) If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if the Unit Owners of two-thirds (2/3) of the Units vote against such special assessment and vote to abandon the Condominium project then it shall be so abandoned and the property removed from the provisions of the Act in accordance with Section 718.117 of the Act. In the event the Unit Owners of two-thirds (2/3) of the Units vote in favor of special assessment, the Association shall immediately levy such assessments, and thereupon, the Association shall proceed to negotiate and contract for such repairs. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the Unit Owner shall be obliged to replenish the funds so paid over to his mortgagee, and said Unit Owner and his Unit shall be subject to an Individual Assessment for such sum.

(c) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all Unit Owners.

J. Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium shall require distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the Beneficial Owners of the fund in the manner elsewhere stated.

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K. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original Building or as the Building was last constructed, or according to the plans approved by the Board of Directors of the Association. If any material or substantial change is contemplated, the approval of the Architectural Control Committee of the Boca Pointe Community Association, Inc., the Board of Directors of La Mirada at Boca Pointe Homeowners' Association, Inc., and all Institutional Mortgagees shall be required.

The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

L. Association's Power to Compromise Claim. The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

M. Insurance. Each individual Unit Owner shall purchase at Unit Owner's expense, liability insurance to cover accidents occurring within Unit Owner's Unit, and shall purchase insurance upon Unit Owner's personal property, and living expense insurance, and such insurance where applicable, shall contain waiver of subrogation, if available.

N. Waiver of Claims. If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Unit Owners, the Association and their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for loss or damage for which insurance hereunder is carried, provided the coverage is adequate to compensate for the loss, where the insurer has waived its rights of subro- gation as aforesaid.

O. Failure to Insure. If the Association fails to procure any of the insurance coverages required under this Declaration, and to pay the premiums therefor, the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium shall have the right to obtain and pay for the policies and be subrogated to the assessment and lien rights of the Association with respect to said payments.

XVIII. EMINENT DOMAIN OR CONDEMNATION PROCEEDINGS

A. Deposit of Awards with Insurance Trustee

1. The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a Special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

2. The Association shall represent the Unit Owners in the condemnation proceedings or in negotiations,

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settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof by the condemning authority.

B. Disbursement of Funds

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in this Declaration and distributed to the Unit Owners and Institutional Mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Units will be made whole and the Condominium Property damaged by the taking will be made useable in the manner provided below.

C. Unit Reduced But Tenantable

If the taking reduces the size of a Unit ("Affected Unit") and the remaining portion of the Affected Unit can be made tenantable, the award for the taking of a portion of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected:

1. The Affected Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Unit Owner thereof.

2. The balance of the award, if any, shall be distributed to the owner of the Affected Unit and to each mortgagee of the Affected Unit, the remittance being made payable to the Unit Owner and mortgagees as their interests may appear.

3. If the floor area of the Affected Unit is reduced by more than ten (10%) percent by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Unit shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Unit is reduced by the taking, and then the shares of all Units of the Condominium in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Units of the Condominium in proportion to their share of ownership in the Common Elements.

D. Affected Unit Made Untenantable

If the taking is of the entire Unit or so reduces the size of an Affected Unit that it cannot be made tenantable, the award for the taking of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. The market value of the Affected Unit immediately prior to the taking shall be paid to the Unit Owner thereof and to each mortgagee thereof as their interests may appear.

2. The remaining portion of the Affected Unit, if any, shall become a part of the Common Elements of the Condominium and shall be placed in a condition approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph D.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

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3. The shares in the Common Elements of the Condominium appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Unit among the reduced number of Units in the Condominium. The shares of the continuing Unit in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Unit being allocated to all the continuing Units of the Condominium in proportion to their relative share of ownership in the Common Elements.

4. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Unit to the Unit Owner and to condition the remaining portion of the Affected Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners of the Condominium after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

5. If the market value of an Affected Unit prior to the taking cannot be determined by agreement between the Unit Owner, the mortgagees of the Affected Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Unit; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Units in the Condominium in proportion to the shares of the Units in the Common Elements as they exist prior to the changes effected by the taking.

E. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to mortgagees as their interests may appear.

F. Amendment of Declaration

The changes in Units in the Common Elements and in the ownership of the Common Elements that are effected by the condemnation shall be evidenced by an amendment of this Declaration that need be approved only by a majority of the Board unless written approvals from Developer or Listed Mortgagees are also required pursuant to Article XXII of this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail or registered mail by the Association to Developer, all Unit Owners and Listed Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such

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certificate amongst the Public Records of Palm Beach County, Florida; provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to the Interested Parties unless such thirty (30) day period is waived in writing by the Interested Parties.

XIX. OCCUPANCY AND USE RESTRICTIONS

A. The Units shall be used for single-family residences only. No separate part of a Unit may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purpose. With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner may rent a Unit for a term of less than one (1) month nor may any Unit be rented more than three (3) times in any twelve (12) month period without the prior consent of the Association.

B. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose) without the prior consent of the Association, or except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

C. Nothing shall be done or kept in any Unit or in the Common Elements serving the Units which will increase the rate of insurance on the Buildings or contents thereof without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

D. In order to enhance the sound conditioning of the Buildings, the floor covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations of the Association.

E. No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other usual household pets may be kept in Units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days' written notice from the Association. The Association may restrict pets from access to any portions of the Common Elements, and may designate other portions of the Common Elements to accommodate the reasonable requirements of Unit Owners who keep pets.

F. No noxious or offensive activity shall be caried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

G. Except as otherwise specifically provided herein, nothing shall be done in any Unit or on, in or to the Common Elements which will impair the original color scheme or structural integrity of the Buildings or which would structurally change the Buildings.

H. No Unit Owner shall overload the electric wiring in the Buildings, or operate machines, appliances,

accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others. No Unit Owner shall overload the floors of any Unit. The use of waterbeds and similar furnishings and equipment which may cause floor overloads shall be subject to Association approval.

I. No clothes, sheets, blankets, laundry of any kind or other articles shall be hunt out of or exposed on any part of the Common Elements nor on any patio or balcony of a Unit. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials which are not in receptacles provided for such purpose, nor shall any boats, campers, commercial vehicles or motorcycles be stored or parked upon any portion of the Common Elements (including Limited Common Elements) except in areas designated by the Association for storage and/or parking. This is not to prohibit the storage of vehicles in the garage which is part of the Unit, as shown on Exhibit B hereto. In addition, the Association may authorize any vehicles parked in violation of any parking regulations issued in connection with the Common Elements to be removed or towed away and any towing or removal charge shall be paid by (and if not paid, shall become a lien upon the Unit of) the Unit Owner of the vehicle in the same manner as provided in Article XI for non-payment of assessments.

J. There shall be no playing, lounging, parking or baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except as permitted by the rules and regulations of the Association.

K. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted in any Unit, except as hereinafter provided.

L. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any of the Common Elements, Limited Common Elements or Units excepting for spaces specifically provided for such signs as shall be designated by the Association, and the right is specifically reserved by the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit it may from time to time own and the same right is reserved to any Institutional Mortgagee which may become the Owner of a Unit.

M. The Unit restrictions in paragraphs A through L of this Article XIX shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; (iii) handling his personal business or professional telephone calls or correspondence therefrom; or (iv) maintaing his personal computer system. Such uses are expressly declared customarily incident to the principal resident use and not in vilation of paragraphs A through L of this Article XIX.

N. The Association may, from time to time, promulgate such other Rules and Regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Unit Owners.

O. Notwithstanding the other provisions of this Declaration, the occupancy and use restrictions of this Article XIX shall not apply to Developer. Developer reserves and its nominees shall have the right to enter into and transact on the Condominium Property any business necessary

to consummate the sale, lease or encumbrance of Units or real property in La Mirada at Boca Pointe Condominium Number Seven, including, but not limited to, the right to maintain models, sales areas, sales offices, and a lobby, place signs, employ sales personnel, use the Common Elements and the Common Areas, and show Units, and Developer reserves and shall have the right to make repairs to the Condominium Property and to carry on construction activity. Developer and its nominees may exercise the foregoing rights without notifying the Association. Any such models, lobby, sales area, sales office, signs and any other items pertaining to such sales and construction efforts shall not be considered a part of the Common Elements and shall remain the property of Developer. This paragraph XIX.O. may not be suspended, superceded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Developer. This right of use and transaction of business set forth in this Paragraph O. and the other rights reserved by Developer in the Condominium Documents may be assigned in writing by Developer in whole or in part.

XX. MANAGEMENT AND MAINTENANCE AGREEMENTS

The Board of Directors of the Association may enter into a contract with any firm, person or corporation, or may join with other condominium associations and entities in contracting for the maintenance and repair of the Condominium Property, Common Elements and other types of properties and may contract for or may join with other condominium associations in contracting for the management of the Condominium Property, Common Elements and other types of properties, and may delegate to the Contractor or Manager all of the powers and duties of the Association, except such as are specifically required by this Declaration, or by the By-Laws to have the approval of the Board of Directors or the membership of the Association. The Contractor or Manager may be authorized to determine the Budget, the Assessments for Common Expenses and collect assessments, as provided by this Declaration, By-Laws and Exhibits to this Declaration.

XXI. CONDOMINIUM WORKING CAPITAL FUND; CAPITAL PAYMENT

At the time Developer sells and closes a Unit to a Purchaser (purchaser thereby becoming a Unit Owner in the Condominium), the purchaser shall pay to the Developer an amount equal to one (1) quarterly assessment for Common Expenses ("Working Capital Contribution") in effect at the time of such closing, and shall deposit with the La Mirada at Boca Pointe Homeowners' Association, Inc. an amount equal to the quarterly assessment levied by the La Mirada at Boca Pointe Homeowners' Association, Inc. ("Capital Payment"), which payments shall be in addition to any other assessments paid at closing and shall not be part of any assessment of Common Expenses or assessment levied by the La Mirada at Boca Pointe Homeowners' Association, Inc. during the period when the level of assessments are guaranteed or subsequent thereto.

XXII. AMENDMENT TO DECLARATION

A. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

1. 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.

2. An amendment may be proposed by either the Board of Directors of the Association, or by seventy-five (75%) percent of the members of the Association holding seventy-five (75%) percent of the total vote of the entire membership. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

(a) Approval of the Board of Directors and by not less than two-thirds (2/3) of the vote of the entire membership of the Association; or

(b) Not less than ninety (90%) percent of the vote of the entire membership of the Association; or

(c) Until the first election of Directors by the Unit Owners as provided for in the By-Laws of the Association, by two-thirds (2/3) of the Directors.

B. No amendment shall change any Unit nor a Unit Owner's proportionate share of the Common Elements, its Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all record owners of mortgages or other liens thereon shall join in the execution of the amendment.

C. No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

D. Notwithstanding the foregoing paragraphs, but subject to the provisions of Florida Statute 718.113(3), the Developer reserves the right to change the interior designs and arrangement of all Units and to alter the boundaries between Units, as long as Developer owns the Units so altered; however, no such change shall increase the number of Units nor alter the boundaries of the Common Elements, except the party wall between any Units, without amendment of this Declaration in the manner hereinabove set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by Developer any any Institutional Mortgagee whose mortgage encumbers the said altered Units, and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not their joinder is elsewhere required for amendments. The survey shall be certified in the manner required by the Act.

Notwithstanding anything to the contrary herein, the Developer reserves the right to amend the Declaration and its Exhibits so as to correct any errors or omissions, or any legal description contained herein, which legal description may have been incorrect by reason of a scrivener's or surveyor's error, so long as such amendments do not materially affect the rights of Unit Owners, lienors or mortgagees. Such amendment need be executed and acknowledged by the Developer only, and need not be approved by the Association, Unit Owners, lienors or Mortgagees of Units, whether or not elsewhere required for amendments.

E. In the event it shall appear that there is an error or omission in this Declaration or the Exhibits thereto, other than an error or omission described in subparagraph D above, then and in that event, the Association may correct such error and/or omission by amendment to this Declaration in the following manner:

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1. Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such amendment is to be considered.

2. A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and members not present in person or by proxy at the meeting considering the amendment may express their approval by writing delivered to the Secretary at or prior to the meeting. Such approvals to amend this Declaration must be either by:

(a) Not less than thirty-three and one-third (33-1/3%) percent of the entire membership of the Board of Directors and by not less than ten (10%) percent of the votes of the entire membership of the Unit Owners; or

(b) Not less than twenty-five (25%) percent of the votes of the entire membership of the Unit Owners; or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.

F. Until the last Unit within the Condominium Property is delivered to purchasers, no amendment to this Declaration shall be made or shall be effective without the written consent of the Developer, if such amendment would adversely affect the sale of any Unit(s) by the Developer.

G. Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the officers of the Association, certifying that the amendment was duly adopted. The amendment aforesaid shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

H. No amendment of this Declaration or any Article or portion thereof shall be passed which shall impair or prejudice the rights or priorities of the Developer or Institutional Mortgagee or prejudice La Mirada at Boca Pointe Homeowners' Association, Inc., or the Boca Pointe Community Association, Inc., without the written approval of Developer, the Institutional Mortgagee and La Mirada at Boca Pointe Homeowners' Association, Inc., and the Boca Pointe Community Association, Inc., as the case may be.

J. The Developer by its act alone, without the joinder of any other party, may amend the Declaration to attach surveyor's certificates certifying as to the completion of individual Buildings in the condominium, as set forth in Section 718.104(e) of the Act and Exhibit B hereto.

XXIII. TERMINATION OF CONDOMINIUM

The Condominium may be terminated in the following manner:

A. Destruction. If it is determined in the manner provided in Article XVII that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

B. Agreement. As provided in Section 718.117 of the Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all holders of recorded liens affecting any of the Condominium Property.

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If the proposed termination is submitted to a meeting of the Association, and if the approval of the Owners of not less than 75% of the Common Elements and their mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association) shall have an option to buy all of the Units of the disapproving Unit Owners for the period of 120 days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against the termination, or not voting, may within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Unit Owners. The agreement shall be subject to the purchase of all Units owned by Unit Owners not approving the termination.

2. Price. The sales price for each Unit shall be the fair market value as determined between the Seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Unit, the price shall be determined by an appraiser appointed by the Chairman of the Local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered by any court of competent jurisdiction.

3. Payment. The purchase price shall be paid in cash.

4. Form. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Palm Beach County, Florida.

5. Sale of Units. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sales price of the last Unit to be purchased.

C. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by its President and Secretary, certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records of Palm Beach County, Florida.

D. Shares of Owners After Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal one hundred (100%) percent. If the Condominium is terminated, the Owners of the Units shall continue to be responsible for their share of the Common Expenses attributable to the Condominium Property and all other Association expenses, as set forth in this Declaration and the By-Laws.

E. Amendment. This Article XXIII concerning termination cannot be amended without the written consent of all Unit Owners, all record owners of mortgages upon the Units and the Developer (so long as it holds at least one (1) Unit in the Condominium for sale in the ordinary course of business).

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XXIV. ASSIGNABILITY OF RIGHTS OF DEVELOPER

The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors-in-interest of the Developer and/or the successor or successor-in-interest of the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

XXV. EXECUTION OF DOCUMENTS REQUIRED BY PALM BEACH COUNTY, FLORIDA

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by Palm Beach County, Florida. To the extent that said documents require the joinder of any or all property owners in this Condominium, each of said owners, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

XXVI. CHANGES IN DEVELOPER-OWNED UNITS

Developer shall have the right, without the vote or consent of the Association, subject to Florida Statute 718.113(3) to:

A. Make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary.

B. Change the layout or number of rooms in any Developer-owned Units.

C. Change the size and/or number of Developer-owned Units by subdividing one (1) or more Developer-owned Units into two (2) or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise.

D. Reapportion among Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Expenses; provided, however, that the percentage interest in the Common Elements of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction.

The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of the Developer so long as the Developer holds at least one (1) Unit in the Condominium for sale in the ordinary course of business.

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XXVII. REMEDIES

A. Relief. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by the Association, the management firm, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other Unit Owners and that such injury may be irreparable.

B. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the Association (if it is not a Defendant) or any management firm, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event the proceedings are instituted by or against the Developer or any management firm or any affiliated company of the same or any individual connected with the same (including, but not limited to, the general partners of the Developer, and the initial Directors of the Association) for any reason whatsoever, including, but not limited to (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal Law or regulation, and if the Developer or any management firm and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys'' fees at all levels of the proceedings, including appeals, together with all costs, including those not normally allowable in actions at such as, but not limited to, copies of depositions, whether or not used at trial, travel expenses for witnesses traveling from without Palm Beach County for the purpose of testifying at trial or deposition; expert witnesses fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. No Waiver. The failure of the Association, any management firm, the Developer or Unit Owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the By-Laws and/or the rules and regulations shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

D. Rights Cumulative. All rights, remedies and privileges granted to Association, any management firm, the Developer and Unit Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may

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be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

E. Venue; Waiver of Trial by Jury. Every Unit Owner or occupant and all persons claiming any interest in a Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 15th Judicial Circuit, in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Developer and any management firm, do hereby waive the right to trial by jury and consent to a trial by the court without a jury.

F. Appointment of Agent. Should suit be instituted, the Unit Owners or occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Palm Beach County, Florida. The provisions of this subparagraph F shall not be applicable to the Developer or any management firm.

XXVIII. OWNERSHIP IN BOCA POINTE AND LA MIRADA AT BOCA POINTE

La Mirada at Boca Pointe Condominium Number Seven comprises a portion of the residential community known as La Mirada at Boca Pointe and La Mirada at Boca Pointe in turn comprises a portion of an overall development known as Boca Pointe.

A. Ownership in Boca Pointe. By taking title to a Unit, each Owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Boca Pointe filed in Official Records Book 3552, Page 1488 of the Public Records of Palm Beach County, Florida. Among other things, that document provides that an Owner shall become a member of the Boca Pointe Community Association, Inc.; shall acquire certain property rights to Common Areas within Boca Pointe; and shall become subject to the assessments of the Boca Pointe Community Association, Inc. Copies of all amendments to this Declaration, the Articles of Incorporation and By-Laws of the Association, and any easements or coveyances affecting the Common Areas, shall be promptly forwarded to Boca Pointe Community Association, Inc.

B. Ownership in La Mirada at Boca Pointe. By taking title to a Unit, each Owner becomes subject to the terms and conditions of the Declaration of Covenants and Restrictions for La Mirada at Boca Pointe, to be filed in the Public Records of Palm Beach County, Florida. The La Mirada at Boca Pointe Homeowners' Association, Inc. manages and administers the Common Areas pursuant to the Declaration of Covenants and Restrictions of La Mirada at Boca Pointe, its Articles and By-Laws. Among other things, these documents provide that an Owner shall become a member of the La Mirada at Boca Pointe Homeowners' Association, Inc.; shall acquire certain property rights to Common Area within La Mirada at Boca Pointe; and shall become subject to the assessments of the La Mirada at Boca Pointe Homeowners' Association, Inc. Copies of all amendments to this Declaration, the Articles of Incorporation and By-Laws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to the La Mirada at Boca Pointe Homeowners' Association, Inc.

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XXIX. ADDITIONAL PROVISIONS

A. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

B. In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

C. Notwithstanding anything to the contrary herein contained, unless Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to: (1) change the pro rata interest or obligations of any Unit for purposes of levying assessments and charges and determining shares of Common Elements and Common Surplus of the Condominium; (2) partition or subdivide any Unit or the Common Elements of the Condominium; nor (3) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the Units and Common Elements of the Condominium.

D. Notwithstanding anything to the contrary herein, nothing shall prevent the combining of Units in the Condominium, by appropriate amendment to the Declaration, but said combined Units shall retain their original appurtenant shares of the Common Elements, Common Expenses, Common Surplus and voting rights.

E. Whenever the context so permits, the use of the plural shall include the singular, and any gender shall be deemed to include all genders.

F. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

G. Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association.

XXX. AMENDMENTS REQUIRED BY MORTGAGEES

There shall automatically be incorporated as part of this Declaration and, where applicable, the By-Laws of the Association, any and all provisions which now or hereafter may be required by any agency of the United States Government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same, and the provsiions required by any such governmental agency shall supersede any conflicting matters contained in this Declaration or the By-Laws. Should the governmental agency require an amendment to this Declaration or the By-Laws, then said amendment may be made and filed by Developer or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

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XXXI. RIGHTS OF LISTED MORTGAGEES

A. The Association shall be required to make available for inspection upon request, during normal business hours or under reasonable circumstances the Condominium Documents and the books, records and financial statements of the Association to the Unit Owners and the holders, insurers or guarantors of any first mortgages encumbering Units. In addition, evidence of insurance shall be issued to each Unit Owner and mortgagee holding a mortgage encumbering a Unit upon written request to the Association.

B. Upon written request to the Association any holder of a first mortgage encumbering a Unit shall be entitled to financial statements for the immediately preceding fiscal year to be given within a reasonable time period.

C. Upon written request to the Association, identifying the name and address of the holder, insurer, guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Unit and the legal descrition of such Unit, the Association shall provide such Listed Mortgagee with timely written notice of the following:

1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Unit encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;

2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Unit; and

4. Any failure by a Unit Owner owning a Unit encumbered by a mortgage held, insured or guaranteed by a Listed Mortgagee to perform his obligations under the Condominium Documents, including, but not limited to, any delinquency in the payment of Annual Assessments, Special Assessments or Individual Assessments, or any other charge owed to the Association by said Unit Owner where such failure or delinquency has continued for a period of sixty (60) days.

D. Developer and any Listed Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their option, to pay any of the assessments which are in default and which may or have become a charge against any Unit. Further, Developer and any Listed Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay insurance premiums or fidelity bond premiums or any taxes or special assessments taxed by a taxing authority against the Condominium as a whole ("New Tax") on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Developer and any Listed Mortgagee paying insurance premiums or any New Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels.

IN WITNESS WHEREOF, this Declaration of Condominium of La Mirada at Boca Pointe Condominium Number Seven has been

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executed by SAMARA DEVELOPMENT CORP., an Illinois corporation, and BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, each individually and as joint venturers d/b/a First Boca Venture, a Joint Venture, and they have caused their Corporate Seals to be affixed hereunto and have caused their names to be signed to these presents by their authorized officers this 17 day of November, 1986.

WITNESSES:

DEVELOPER:
SAMARA DEVELOPMENT CORP., an Illinois corporation, and BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, each individually and as joint venturers d/b/a First Boca Venture, a Joint Venture

By: SAMARA DEVELOPMENT CORP.

By: _____
Its PRESIDENT
[SEAL]

By: BRIDGEVIEW DEVELOPMENT COMPANY

By: _____
Its President
[SEAL]

STATE OF Fl.)
: ss.:
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Gary Rosen, the President of SAMARA DEVELOPMENT CORP., an Illinois corporation, to me known to be the person who signed the foregoing instrument as such, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation individually and as joint venturer with Bridgeview Development Company, an Illinois corporation, d/b/a First Boca Venture, a Joint Venture.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of November, 1986.

Notary Public
My Commission Expires:

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

B5083 P0650

STATE OF Illinois)
: ss.:
COUNTY OF Cook)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Charles Zogas, the _____President of BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, to

me known to be the person who signed the foregoing instrument as such, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation individually and as joint venturer with Samara Development Corp., an Illinois corporation, d/b/a First Boca Venture, a Joint Venture

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of November, 1986.

Linda Grouse
Notary Public
My Commission Expires:
11-27-88

LAMIRAD3
01/31/86:gms
D2

B5083 P0651

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

Legal Description

DESCRIPTION: LA MIRADA AT BOCA POINTE - CONDOMINIUM NUMBER SEVEN

A PORTION OF "LA MIRADA AT BOCA POINTE - PLAT TWO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, AT PAGES 9 AND 10 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO"; THENCE SOUTH 01°56'19" EAST, ALONG A PORTION OF THE WEST BOUNDARY LINE OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO", A DISTANCE OF 454.29 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 01°56'19" EAST, ALONG SAID WEST BOUNDARY LINE OF THE PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO", A DISTANCE OF 151.00 FEET; THENCE NORTH 88°02'36" EAST, A DISTANCE OF 104.63 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS NORTH 75°28'04" EAST, FROM THE LAST DESCRIBED POINT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 12°34'32" AND AN ARC LENGTH OF 32.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°57'24" WEST, A DISTANCE OF 118.34 FEET, TO A POINT HEREINAFTER KNOWN AS POINT "A"; THENCE SOUTH 88°02'36" WEST, A DISTANCE OF 100.99 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "A"; THENCE NORTH 88°02'36" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 88°02°36" EAST, A DISTANCE OF 92.25 FEET; THENCE SOUTH 01°57'24" EAST, A DISTANCE OF 128.14 FEET; THENCE NORTH 71°20'00" EAST, A DISTANCE OF 155.48 FEET; THENCE SOUTH 18°40'00" EAST, A DISTANCE OF 92.70 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS NORTH 18°40'00" WEST, FROM THE LAST DESCRIBED POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 410.87 FEET, A CENTRAL ANGLE OF 01°30'39" AND AN ARC LENGTH OF 10.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 71°20'00" WEST, A DISTANCE OF 134.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY (THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY LINE OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO"); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 106°42'36" AND AN ARC LENGTH OF 186.24 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°57'24" WEST, A DISTANCE OF 118.34 FEET, TO THE POINT OF BEGINNING.

SAID LANDS BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 1.123 ACRES, MORE OR LESS.

B5083 P0652

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

Survey, Plot Plan and Graphic Description of Improvements

B5083 P0653

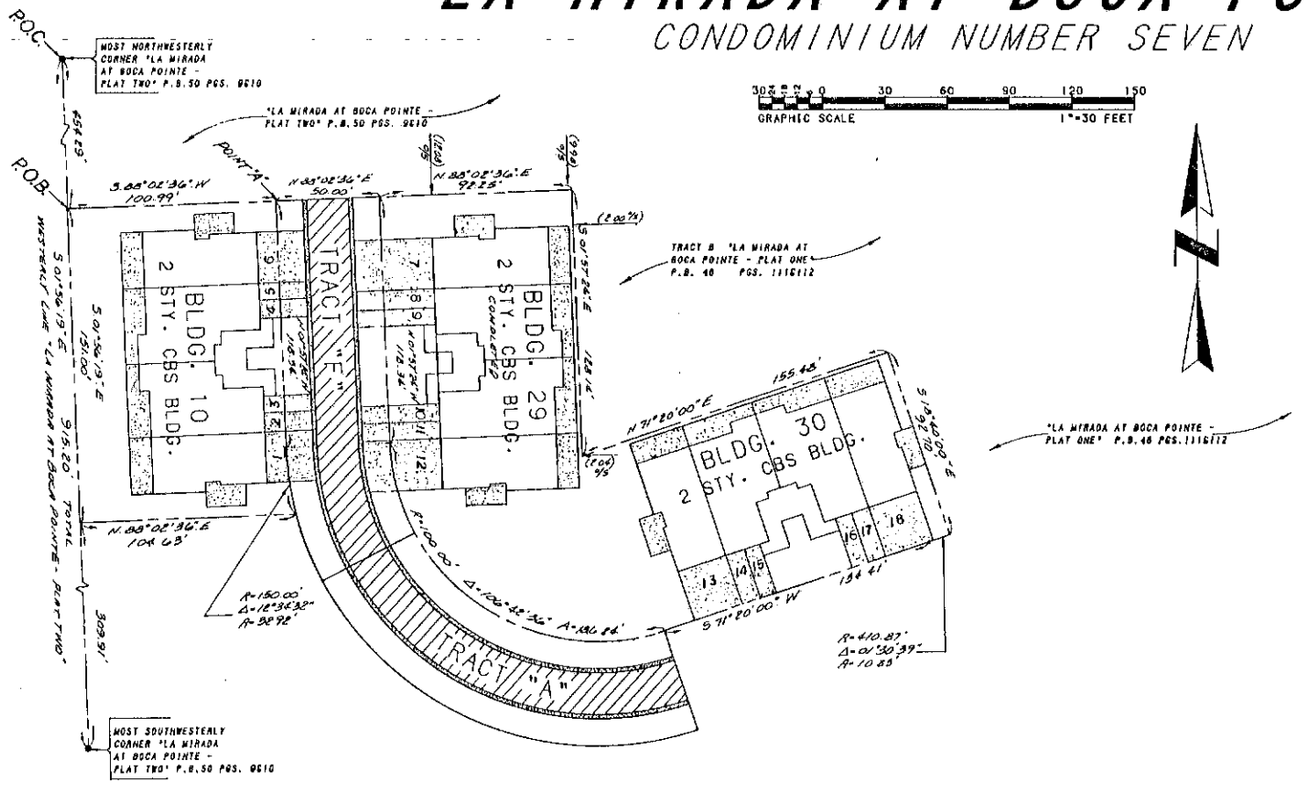
B5083 P0654

SHEET OF SHEETS

"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF

LA MIRADA AT BOCA POINTE

CONDOMINIUM NUMBER SEVEN



GRAPHIC SCALE 30 0 30 60 90 120 150
1"=30 FEET

SURVEY & PLOT PLAN

CONDOMINIUM NUMBER SEVEN

LEGEND

- INDICATES LIMITS OF CONDOMINIUM PROPERTY.
- INDICATES CONCRETE (PORCH SLAB, CURBING AND/OR DRIVEWAY)
- INDICATES ASPHALT ROADWAY.

NOTES:

1) BOUNDARY DATA SHOWN IN PARENTHESIS REFERS TO DATA SHOWN ON SITE PLAN, EXHIBIT "A-1" TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR LA MIRADA AT BOCA POINTE, PREPARED BY MID SOUTH ENGINEERING COMPANY, DATA SHOWN ON THE "SURVEY PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS", EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF LA MIRADA AT BOCA POINTE" PREPARED BY MID SOUTH ENGINEERING COMPANY, AND DATA SHOWN ON THE PLAT OF "BOCA POINTE NO. 1" (P.B. 42, PGS. 141-143, PALM BEACH COUNTY RECORDS). ALL OTHER BOUNDARY DATA SHOWN HEREON REFERS TO DATA BASED ON THE PLAT OF "LA MIRADA AT BOCA POINTE - PLAT TWO" (P.B. 50, PGS. 9 & 10 , PALM BEACH COUNTY RECORDS).

2. FOR EASEMENTS REFER TO THE PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO" AS RECORDED IN PLAT BOOK 50 AT PAGES 9 AND 10 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE CONSTRUCTION OF BUILDINGS 10 AND 30, IS NOT SUBSTANTIALLY COMPLETED. UPON SUBSTANTIAL COMPLETION OF CONSTRUCTION OF EACH OF BUILDINGS 10 AND 30, THE CERTIFICATE OF SURVEYOR SET FORTH ON THIS EXHIBIT "B" SHALL BE AMENDED TO REFLECT THEIR SUBSTANTIAL COMPLETION IN ACCORDANCE WITH THE PROVISIONS OF SECTION 718.104(4) (E), FLORIDA STATUES.

CERTIFICATION; FOR BUILDING 29 -

THIS CERTIFICATION MADE THIS 6TH DAY OF NOVEMBER, 1986 BY THE UNDERSIGNED ENGINEERING AND SURVEYING FIRM IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4) (E), FLORIDA STATUES, AS AMENDED AS OF THE DATE HEREOF, AND IS A CERTIFICATION THAT THE ATTACHED EXHIBIT "B", SHEETS ONE (1), AND (2) ARE AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THEREON; AND THAT THE CONSTRUCTION OF BUILDING 29, IS SUBSTANTIALLY COMPLETED SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF LA MIRADA AT BOCA POINTE, CONDOMINIUM SEVEN, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF BUILDING 29, AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS; AND THAT ALL PLANNED IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, AND ACCESS TO THE UNITS, AND COMMON ELEMENT FACILITIES SERVING BUILDING 29, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM OF LA MIRADA AT BOCA POINTE, CONDOMINIUM 7 ARE COMPLETED.

CRAVEN, THOMPSON & ASSOCIATES, INC.

Carmen F. Verde
Professional Land Surveyor
Number 3602
State of Florida

LIMITED COMMON ELEMENTS - DRIVEWAYS

THESE NUMBERS CORRESPOND TO THE DRIVEWAYS RESERVED FOR EXCLUSIVE USE OF THOSE UNITS DESIGNATED BELOW.

1 UNIT 10 AL (L.C.E.)	5 UNIT 10 CR (L.C.E.)	9 UNIT 29 BL (L.C.E.)	13 UNIT 30 AL (L.C.E.)	17 UNIT 30 CR (L.C.E.)
2 UNIT 10 CL (L.C.E.)	6 UNIT 10 AR (L.C.E.)	10 UNIT 29 BR (L.C.E.)	14 UNIT 30 CL (L.C.E.)	18 UNIT 30 AR (L.C.E.)
3 UNIT 10 BL (L.C.E.)	7 UNIT 29 AL (L.C.E.)	11 UNIT 29 CR (L.C.E.)	15 UNIT 30 BL (L.C.E.)	
4 UNIT 10 BR (L.C.E.)	8 UNIT 29 CL (L.C.E.)	12 UNIT 29 AR (L.C.E.)	16 UNIT 30 BR (L.C.E.)	

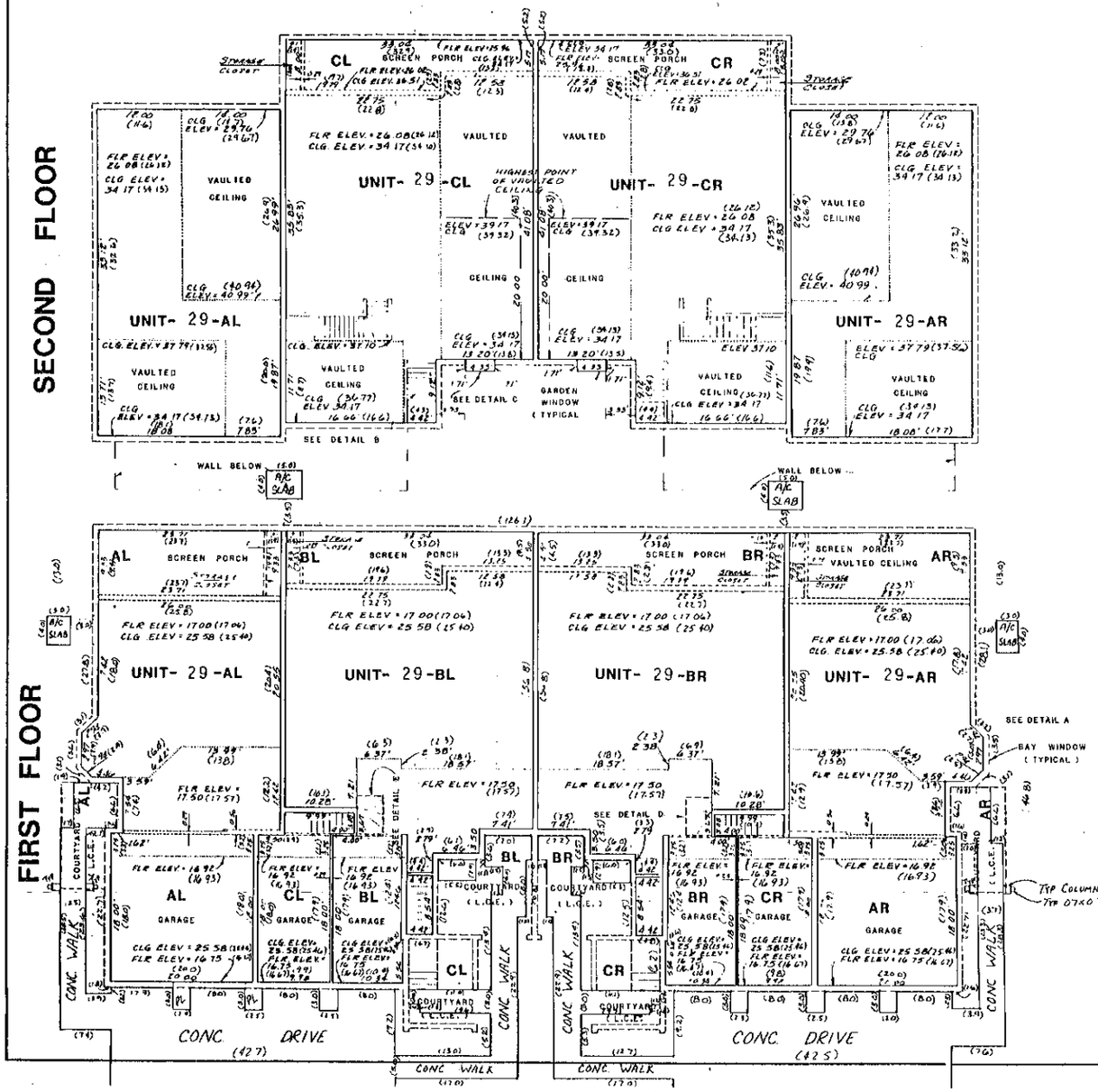
11-6-86 FINAL AS-BUILT CERTIFICATION

CRAVEN THOMPSON & ASSOCIATES, INC.
SURVEYORS ENGINEERS PLANNERS ARCHITECTS
3901 N.W. 31 AVENUE, FT. LAUDERDALE, FL. 33309
DATED: JULY, 1985 DRAWN BY: J.H.F.

"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF

LA MIRADA AT BOCA POINTE

CONDOMINIUM NUMBER SEVEN



GRAPHIC SCALE 1"=8 FEET

UNIT BOUNDARY PLAN

CONDOMINIUM NUMBER SEVEN

BUILDING NUMBER 29

NOTES:

1) THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

2) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST (.01') HUNDRETH OF A FOOT.

3) AS-BUILT DIMENSIONS ARE SHOWN THUSLY: (41.7'), TO THE NEAREST TENTH OF A FOOT.

4) INTERIOR DIVIDING WALL WIDTHS ARE 0.67 FEET UNLESS OTHERWISE SHOWN.

5) EXTERIOR WALL WIDTHS ARE 0.67 FEET UNLESS OTHERWISE SHOWN.

6) INTERIOR GARAGE DIVIDING WALL WIDTHS ARE 0.29 FEET UNLESS OTHERWISE SHOWN.

7) FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

8) THIS DRAWING WAS COMPILED FROM FLOOR PLANS PREPARED BY BALSAMO/OLSON GROUP, INC., ARCHITECTS, PLANNERS, ENGINEERS & LANDSCAPE ARCHITECTS.

REVISIONS	DATE	BY	CK'D
1) 1ST & 2ND FLOOR PLANS	JULY		
2) AS-BUILT INTERIOR DIMENSIONS	11-6-84	SF	
3) AS-BUILT ELEV. DIMENSIONS & FLAT ROOF	11-8-84	SF	
ADD SHEET NOS. REVISE NOTES & LEGEND	11-18-84	SF	

PREPARED BY
CRAVEN · THOMPSON & ASSOCIATES, INC.
SURVEYORS ENGINEERS PLANNERS ARCHITECTS
5901 N.W. 31st AVENUE FORT LAUDERDALE, FLORIDA 33309
DATED DRAWN BY

85083 P0655

188-060

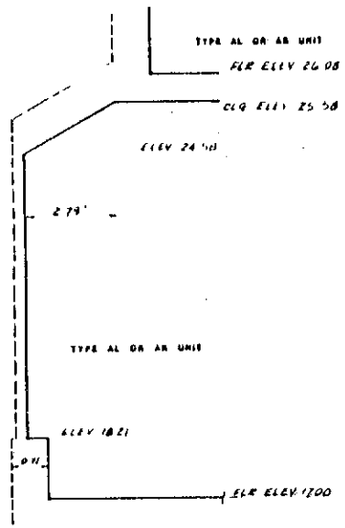
B5083 P0656

"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF
LA MIRADA AT BOCA POINTE
CONDOMINIUM NUMBER SEVEN

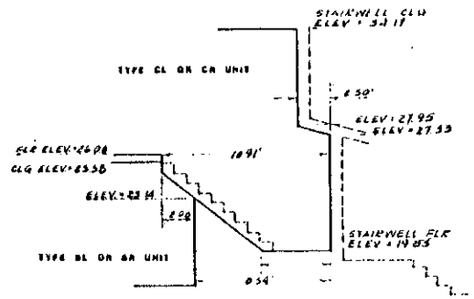
UNIT BOUNDARY PLAN DETAILS:

CONDOMINIUM NUMBERSEVEN

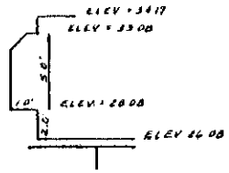
BUILDING NUMBER 10, 29 & 30



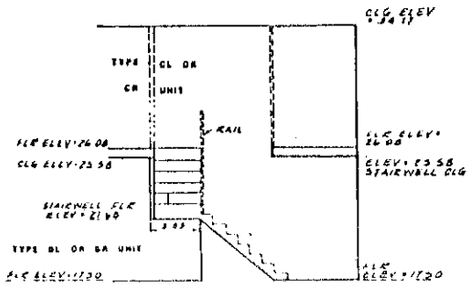
DETAIL A



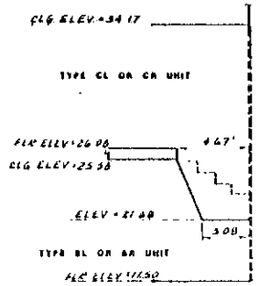
DETAIL B



DETAIL C



DETAIL D



DETAIL E

REVISIONS	DATE	BY	CK'D

PREPARED BY

CRAVEN · THOMPSON & ASSOCIATES, INC.

SURVEYORS · ENGINEERS · PLANNERS · ARCHITECTS

5101 N.W. 31st AVENUE FORT LAUDERDALE, FLORIDA 33309

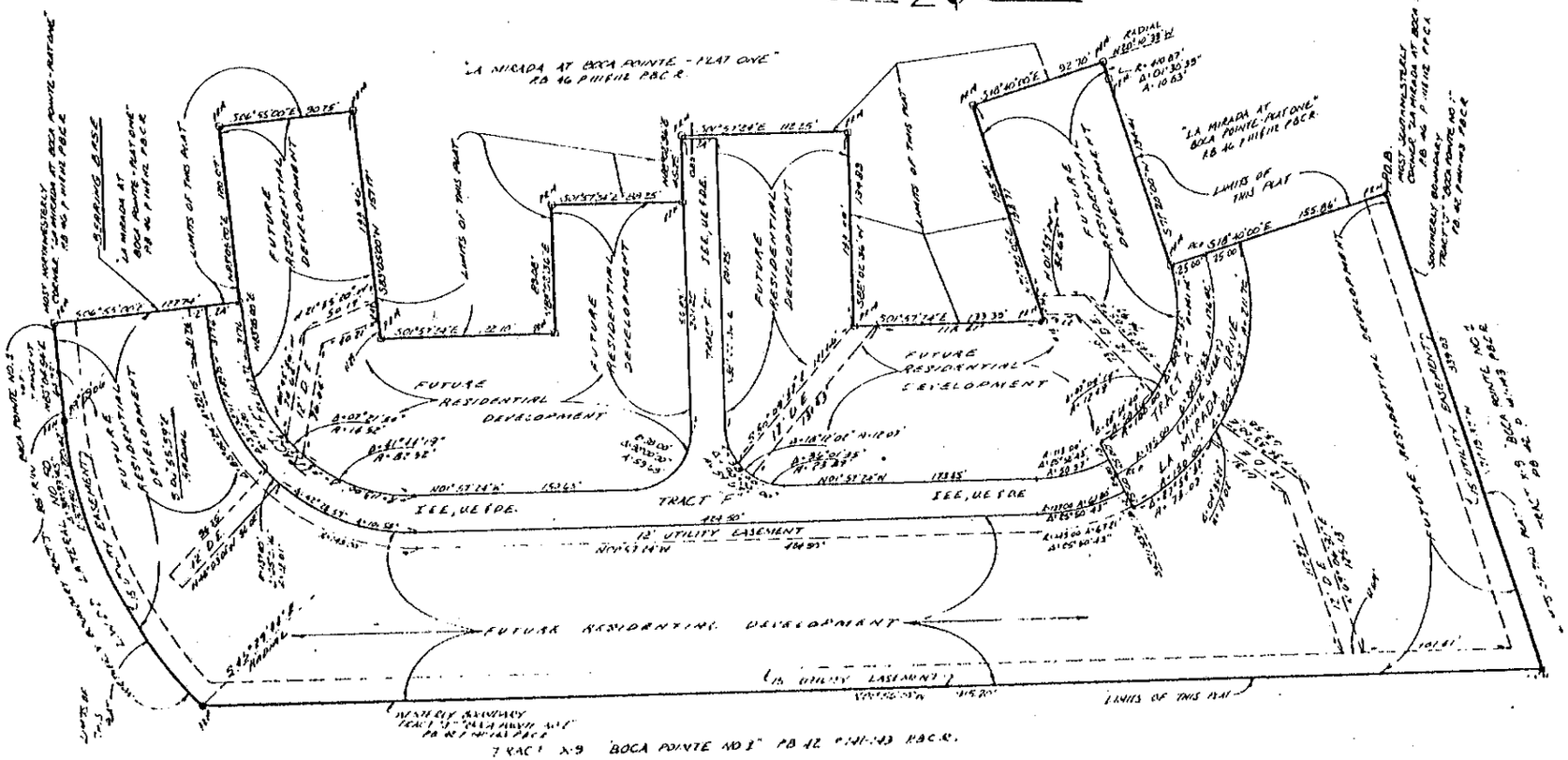
DATED DRAWN BY

LA MIRADA AT BOCA POINTE - PLAT TWO

"PART OF A P.U.D."

BEING A REPLAT OF A PORTION OF TRACT "J"
OF THE PLAT "BOCA POINTE NO. 1" PLAT BOOK 42,
PAGES 141 THRU 143 INCLUSIVE, PALM BEACH COUNTY RECORDS
LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA
MAY 1984

GRAPHIC SCALE 1"=40 FEET



SURVEY NOTES:

1) BEARINGS AS SHOWN HEREON ARE BASED UPON THE PLAT "LA MIRADA AT BOCA POINTE - PLAT ONE" AS RECORDED IN PLAT BOOK 46, AT PAGES 111 AND 112, PALM BEACH COUNTY RECORDS.
2) THE BEARING BASE FOR THIS PLAT IS THE NORTHERLY AND WESTERLY LINE OF THE PLAT "LA MIRADA AT BOCA POINTE - PLAT ONE" HAVING A BEARING OF SOUTH 06°55'00" EAST.
3) ■ DENOTES FOUND P.R.M. (PERMANENT REFERENCE MONUMENT) NO. 1141
▲ DENOTES FOUND P.R.M. (PERMANENT REFERENCE MONUMENT) NO. 2083
4) ○ DENOTES SET P.C.P. (PERMANENT CONTROL POINT) NO. 3608
5) D.E. INDICATES DRAINAGE EASEMENT
U.E. INDICATES UTILITY EASEMENT
I.E.E. INDICATES INGRESS & EGRESS EASEMENT
P.B.C.R. INDICATES PALM BEACH COUNTY RECORDS
6) NO BUILDINGS OR ANY KIND OF CONSTRUCTION SHALL BE PLACED ON UTILITY OR DRAINAGE EASEMENTS.
7) NO STRUCTURES, TREES OR SHRUBS SHALL BE PLACED ON DRAINAGE EASEMENTS
8) APPROVAL OF LANDSCAPING ON UTILITY EASEMENTS OTHER THAN WATER AND SEWER EASEMENTS SHALL BE ONLY WITH THE APPROVAL OF ALL UTILITY COMPANIES OCCUPYING SAME.
9) THERE ARE MINOR VARIATIONS BETWEEN THE BOUNDARY DATA FOR TRACT "J" AS SHOWN ON THE PLAT "BOCA POINTE NO. 1" AS RECORDED IN PLAT BOOK 42 AT PAGES 141 THRU 143, PALM BEACH COUNTY RECORDS, AND THE BOUNDARY DATA AS SHOWN ON THIS PLAT. THE BOUNDARY DATA AS SHOWN HEREON IS BASED UPON A FIELD SURVEY OF THE FOUND CORNER MONUMENTATION OF THE SUBJECT PROPERTY.

SHEET 2 OF 2 SHEETS

PREPARED BY
CARVEN THOMPSON & ASSOCIATES INC.
SURVEYORS ENGINEERS PLANNERS ARCHITECTS
5154 OKEECHOBEE BLVD, WEST PALM BEACH, FLORIDA 33405
DATED September 84 DRAWN BY John H. Richardson M.S.

85083 P0657

NOTES TO
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPITION
OF IMPROVEMENTS
EXHIBIT B TO DECLARATION OF CONDOMINIUM
OF LA MIRADA AT BOCA POINTE CONDOMINIUM NUMBER SEVEN

A. Description of Units

1. One-Story, First Floor Units (Units: 10BL, 10BR, 29BL, 29BR, 30BL, 30BR):

(a) Upper and Lower Boundaries: The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the permetrical boundaries.

(i) Upper Boundaries: The planes established by the elevations of the bottom surface of the unfinished ceiling slab including the unfinished garage ceiling slab and the bottom surface of the unfinished porch ceiling slab.

(ii) Lower Boundaries: The planes established by the elevations of the lowest point of the upper surface of the unfinished floor slab including the unfinished porch floor slab and the unfinished garage floor slab.

(b) Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.

(i) Exterior Building Walls: The intersecting vertical planes of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit, including the innermost unfinished surface of the exterior porch walls and screened frames thereof, as shown on the Survey, and the exterior unfinished surface of the exterior garage door.

(ii) Interior Building Walls: The vertical planes established by the innermost unfinished surface of the interior walls bounding such Unit, including interior garage and porch walls bordering such Unit, extended to intersections with other perimetrical boundaries

(c) The Unit does not include any stairwells.

2. One-Story Second Floor Units (Units: 10CL, 10CR, 29CL, 29CR, 30CL, 30CR): The Unit shall include the space bound by the upper and lower boundaries extended to intersections with perimetrical boundaries of each of the second floor portion of the Unit; and also the garage portion of such Unit; and as well as the stairwell portions of such Unit (first floor to second floor) as follows:

(a) Second Floor Portion of the Unit:

(i) Upper and Lower Boundaries: The upper and lower boundaries of the second floor portion of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries thereof.

1. Upper Boundaries: The planes established by the elevations of the bottom surface of the unfinished second story ceiling (including the vaulted portion of the ceiling) and including the bottom surface of the unfinished second story porch ceiling (including the vaulted portion of the porch ceiling).

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2. Interior Building Walls: The vertical planes established by the innermost unfinished surfaces of the interior walls bounding such second floor portion of the Unit, including porch walls, extended with other perimetrical boundaries.

(b) Garage Portion of Unit:

(i) Upper and Lower Boundaries: The upper and lower boundaries of the garage portion of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

1. Upper Boundaries: The plane establishing the elevation of the bottom surface of the unfinished garage ceiling slab.

2. Lower Boundaries: The plane established by the elevation of the lowest point of the upper surface of the unfinished garage floor slab.

(ii) Perimetrical Boundaries: The perimetrical boundaries of the garage portion of the Unit shall be the following boundaries extended to intersections with the upper and lower boundaries.

1. Exterior Building Walls: The intersecting vertical planes of the innermost unfinished surface of the exterior wall of the building bounding such garage and the exterior unfinished surface of the exterior garage door.

2. Interior Building Walls: The vertical planes established by the innermost unfinished surface of the interior walls of the building bounding the garage extended to intersections with other perimetrical boundaries.

(c) Stairwell Portions of Unit:

(i) Upper and Lower Boundaries: The upper and lower boundaries of the stairwell shall be the following boundaries extended with an intersection with the perimetrical boundaries.

1. Upper Boundaries: The horizontal planes established by the elevations of the bottom surface of the unfinished stairwell ceiling.

2. Lower Boundaries: The planes established by the elevations of the lowest point of the upper surface of the unfinished stairwell floor, including the sloped portion of the underside of the stairs as shown on the elevation plane.

(ii) Perimetrical Boundaries: The perimetrical boundaries of the stairwell shall be the following boundaries extended to an intersection with the upper and lower boundaries.

1. Exterior Wall: The vertical plane of the innermost unfinished surface of the exterior wall of the building bounding the stairwell, and the exterior unfinished surface of the exterior door of the stairwell, extended with other perimetrical boundaries.

2. Interior Wall: The intersecting vertical planes established by the innermost unfinished surface of the interior walls bounding the stairwell.

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3. Two-Story Units (Units: 10AL, 10AR, 29AL, 29AR, 30AL, 30AR):

(a) Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(i) Upper Boundaries: The planes established by the elevations of the bottom surface of the unfinished second story ceiling (including the vaulted portion of the ceiling), including the bottom surface of the unfinished second story porch ceiling (including the vaulted portion of the porch ceiling) and including the bottom surface of the unfinished garage ceiling.

(ii) Lower Boundaries: The planes established by the elevations of the lowest point of the upper surface of the unfinished first floor slab including the lowest point of the upper surface of the unfinished porch floor slab and including the lowest point of the upper surface of the unfinished garage floor slab.

(b) Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.

(i) Exterior Building Walls: The intersecting vertical planes of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit, including innermost unfinished surface of the exterior porch walls and screen frames thereof and exterior garage walls and the exterior unfinished surface of the exterior garage door.

(ii) Interior Building Walls: The vertical planes established by the innermost unfinished surface of the interior wall bounding such Unit, including garage and porch walls, extended to intersections with other perimetrical boundaries.

4. Each Unit shall have as an appurtenance thereto an undivided share of the Common Elements as the same are described and set forth in the Declaration and in any instruments referred to therein. This Condominium is created under a Declaration of Condominium thereof as provided for by Chapter 716, Florida Statutes, the Condominium Act.

5. The Unit shall not be deemed to include utility services which may be contained within the boundaries of the Unit but which are utilized to serve the Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained, nor shall it include columns or partitions to the unfinished surface thereof contributing to support of the building. The items hereto identified are part of the Common Elements.

B. Description of Common Elements

1. All land and all portions of the Condominium Property not within any Unit or Units are part of the Common Elements.

2. The Common Elements within a Unit which are described in Paragraph A.5 above.

C. Description of Limited Common Elements

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1. The Limited Common Elements (shown hereon as L.C.E.) which bear the same numerical-alphabetical designation (e.g. L.C.E.10CR) as a Unit are reserved for the exclusive use of such Unit.

2. The air conditioning and heating system including air compressor which serves a Unit is a Limited Common Element for such Unit.

3. The Common Elements constituting a Building, including the exterior thereof, but excluding the Limited Common Elements described in Paragraphs C.1 and 2 above are Limited Common Elements reserved for the exclusive use of the Units contained within such Building.

D. Proposed Improvements

The buildings and improvements shown hereon represent proposed improvements that will be subject to condominium ownership. Final certification of these plans will occur after construction is substantially complete.

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

Articles of Incorporation of La Mirada at Boca Pointe Condominium Association Number Seven, Inc.

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)

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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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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.

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

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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

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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.

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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 percentge 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

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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

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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 mneeting 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.

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(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

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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 been 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;

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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 dsignated 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.

B5083 P0685

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.

85083 P0686

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 reasonble 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.

B5083 P0687

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

LAMIRAD9
10/21/86:gms
D1

B5083 P0688

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

Schedule of Percentage Shares in Common Elements

Unit Number	Percentage Shares
10-BL	4.667 %
10-BR	4.667 %
10-CL	5.367 %
10-CR	5.367 %
10-AL	6.633 %
10-AR	6.633 %
29-BL	4.666 %
29-BR	4.666 %
29-CL	5.367 %
29-CR	5.367 %
29-AL	6.633 %
29-AR	6.633 %
30-BL	4.667 %
30-BR	4.667 %
30-CL	5.367 %
30-CR	5.367 %
30-AL	6.633 %
30-AR	6.633 %
	100.000 %

B5083 P0689

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

SCHEDULE OF INTERIM ASSESSMENTS FOR COMMON EXPENSES

Units	Monthly	Quarterly	Annually
10-BL, 10-BR, 29-BL, 29-BR, 30-BL, 30-BR,	$44.51	$133.53	$534.12
10-CL, 10-CR 29-CL, 29-CR 30-CL, 30-CR	$54.43	$163.29	$653.16
10-AL, 10-AR 29-AL, 29-AR 30-AL, 30-AR	$72.36	$217.08	$868.32

CAPITAL PAYMENT

There is a Capital Payment requirement for each Unit payable to the La Mirada at Boca Pointe Homeowners' Association, Inc. at the time of closing of such Unit of the Unit's quarterly assessment for "Operating Expenses" then in effect.

WORKING CAPITAL CONTRIBUTION

There is a Working Capital Contribution requirement for each Unit payable to Developer at the time of closing of such Unit of the Unit's quarterly assessment for "Common Expenses" then in effect.

LAMIRAD1
01/20/86:gms
Rev2

B5083 P0690

JOINDER AND CONSENT OF MORTGAGEE
TO
DECLARATION OF CONDOMINIUM

THIS JOINDER AND CONSENT, made and entered into this 10th day of November, 1986, by MIDLAND FEDERAL SAVINGS AND LOAN ASSOCIATION, a savings and loan association organized and existing under the laws of the United States of America (hereinafter called "Midland").

WHEREAS, Midland is the owner and holder of a Construction Mortgage dated March 11, 1986 and recorded March 14, 1986 in Official Records Book 4818, Page 1187, which was modified by Loan Modification Agreement dated May 5, 1986 and recorded May 12, 1986 in Official Records Book 4874, Page 445, all of which were subordinated to the lien of a Mortgage held by AmeriFirst Federal Savings and Loan Association dated April 21, 1986 and recorded April 24, 1986 in Official Records Book 4857, Page 858, by Subordination Agreement dated April 5, 1986 and recorded April 24, 1986 in Official Records Book 4857, Page 872, by Subordination Agreement dated June 6, 1986 and recorded June 12, 1986 in Official Records Book 4906, Page 1367 and by Subordination Agreement dated September 24, 1986 and recorded October 7, 1986 in Official Records Book 5030, Page 906, all of the foregoing in the Public Records of Palm Beach County, Florida, which documents, as same may have been supplemented and amended, will be hereinafter collectively referred to as the "Security Documents"; and

WHEREAS, the Security Documents may encumber, amongst other real property, all or part of the real property being submitted to condominium ownership and which is legally described in Exhibit A attached to the foregoing Declaration of Condominium (the "Declaration") of La Mirada at Boca Pointe Condominium Number Seven, to which this Joinder and Consent is attached; and

85083 P0691

WHEREAS, Midland has agreed to join in and consent to the Declaration and the terms and provisions thereof.

NOW, THEREFORE, Midland agrees as follows:

1. Midland does hereby join in the creation of and consent to the recordation of the Declaration amongst the Public Records of Palm Beach County, Florida.

2. Midland agrees that the lien of the Security Documents, as the same apply to and encumber the real property described in Exhibit A attached to the Declaration (the "Property"), shall hereafter be upon the "Units", and "Common Elements" appurtenant thereto, of the Condominium, as those terms are described in the Declaration.

3. This Joinder and Consent shall apply and be effective solely to the Property, and nothing herein contained shall affect, alter or modify in any manner whatsoever the terms and conditions, and the liens, operation, effect and priority of the Security Documents upon any real property encumbered by the Security Documents other than the Property.

IN WITNESS WHEREOF, Midland has caused this instrument to be executed by its duly authorized officers the day and year first above written.

WITNESSES:

MIDLAND FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Paul [illegible]

Attest: [illegible]

[SEAL]

B5083 P0692

STATE OF ILLINOIS

COUNTY OF Cook

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Paul Zogas and Richard Taylor, the ____ President and Assistant Secretary, respectively, of MIDLAND FEDERAL SAVINGS AND LOAN ASSOCIATION, a savings and loan association organized under the laws of the United States of America, and they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of November, 1986.

Linda Brouse
Notary Public

My Commission Expires:
11-27-88

[SEAL]

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11/03/86:gms
rev2

85083 P0693

JOINDER AND CONSENT OF MORTGAGEE
TO
DECLARATION OF CONDOMINIUM

THIS JOINDER AND CONSENT, made and entered into this 21st day of November, 1986, by AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a savings and loan association organized and existing under the laws of the United States of America (hereinafter called "AmeriFirst").

WHEREAS, AmeriFirst is the owner and holder of a Mortgage dated April 21, 1986 and recorded April 24, 1986 in Official Records Book 4857, Page 858, in the Public Records of Palm Beach County, Florida, which document, as same may have been supplemented and amended, will be hereinafter referred to as the "Security Document"; and

WHEREAS, the Security Document may encumber, amongst other real property, all or part of the real property being submitted to condominium ownership and which is legally described in Exhibit A attached to the foregoing Declaration of Condominium (the "Declaration") of La Mirada at Boca Pointe Condominium Number Seven, to which this Joinder and Consent is attached; and

WHEREAS, AmeriFirst has agreed to join in and consent to the Declaration and the terms and provisions thereof.

NOW, THEREFORE, AmeriFirst agrees as follows:

1. AmeriFirst does hereby join in the creation of and consent to the recordation of the Declaration amongst the Public Records of Palm Beach County, Florida.

2. AmeriFirst agrees that the lien of the Security Document, as the same apply to and encumber the real property described in Exhibit A attached to the Declaration (the

B5083 P0694

"Property"), shall hereafter be upon the "Units", and "Common Elements" appurtenant thereto, of the Condominium, as those terms are described in the Declaration.

3. This Joinder and Consent shall apply and be effective solely to the Property, and nothing herein contained shall affect, alter or modify in any manner whatsoever the terms and conditions, and the liens, operation, effect and priority of the Security Document upon any real property encumbered by the Security Document other than the Property.

IN WITNESS WHEREOF, AmeriFirst has caused this instrument to be executed by its duly authorized officers the day and year first above written.

WITNESSES:

Donna J. M. Malon

T. M. Osorno

AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

By: John A. Orehl Vice Pres

Attest: Linda Berry

[SEAL]

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John A Orehl and Linda Berry, the Vice President and Assistant Secretary, respectively, of AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a savings and loan association organized under the laws of the United States of America, and they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of November, 1986.

Donna J. M. Malon

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 8,1989
BONDED THRU GENERAL INS. UND.

[SEAL]

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10/24/86:gms
revl

B5083 P0695

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

RETURN TO: [illegible], SCHNEIDER
P. O. Box [illegible]
Fort Lauderdale, FL 33310-9208

86 337033

1986 DEC 16 PM 1:58

AMENDMENT TO DECLARATION OF CONDOMINIUM OF LA MIRADA AT BOCA POINTE CONDOMINIUM NUMBER SEVEN

WHEREAS, SAMARA DEVELOPMENT CORP., an Illinois corporation, and BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, each individually and as joint venturers d/b/a First Boca Venture, a Joint Venture (hereinafter referred to as the "Developer"), submitted the real property described in Exhibit A hereto to the condominium form of ownership under Chapter 718, Florida Statutes, pursuant to the Declaration of Condominium of La Mirada at Boca Pointe Condominium Number Seven (the "Condominium") recorded in Official Records Book 5083 at Page 611 of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, pursuant to the provisions of Article XXII.J. of the Declaration, the Developer reserves the right to amend the Declaration by its act alone to attach surveyors certificates for certifying the completion of Buildings 30 and 10 of the Condominium as set forth in Florida Statutes, Chapter 718.104(4)(e) and Exhibit B to the Declaration; and

NOW, THEREFORE, the Developer hereby amends the Declaration to attach the surveyors certification as to Building 30 of the Condominium and the surveys and floor plans for Building 30 are attached hereto as Exhibit B.

WITNESSES:

E. Allen
K. Kendall

Robert Taylor
Doris Kruse

DEVELOPER:
SAMARA DEVELOPMENT CORP., an Illinois corporation, and BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, each individually and as joint venturers d/b/a First Boca Venture, a Joint Venture

By: SAMARA DEVELOPMENT CORP.

By: _____
Its PRESIDENT
[SEAL]

By: BRIDGEVIEW DEVELOPMENT COMPANY

By: _____
Its PRESIDENT
[SEAL]

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

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, _____, the President of SAMARA DEVELOPMENT CORP., an Illinois corporation, to me known to be the person who signed the foregoing instrument as such, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes

21.60

B5107 P1604

therein mentioned and that the said instrument is the act and deed of said corporation individually and as joint venturer with Bridgeview Development Company, an Illinois corporation, d/b/a First Boca Venture, a Joint Venture.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of December, 1986.

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

Notary Public
My Commission Expires:

[SEAL]

STATE OF ILLINOIS)
: ss.:
COUNTY OF COOK)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Charles Zogas, the President of BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, to me known to be the person who signed the foregoing instrument as such, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation individually and as a joint venturer with Samara Development Corp., an Illinois corporation, d/b/a First Boca Venture, a Joint Venture

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of December, 1986.

Linda Brouse
Notary Public
My Commission Expires: 11-27-88

[SEAL]

LMCONDOA
12/01/86:gms
D2

85107 P1605

DESCRIPTION: LA MIRADA AT BOCA POINTE - CONDOMINIUM NUMBER SEVEN

A PORTION OF "LA MIRADA AT BOCA POINTE - PLAT TWO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, AT PAGES 9 AND 10 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO"; THENCE SOUTH 01°56'19" EAST, ALONG A PORTION OF THE WEST BOUNDARY LINE OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO", A DISTANCE OF 454.29 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 01°56'19" EAST, ALONG SAID WEST BOUNDARY LINE OF THE PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO", A DISTANCE OF 151.00 FEET; THENCE NORTH 88°02'36" EAST, A DISTANCE OF 104.63 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS NORTH 75°28'04" EAST, FROM THE LAST DESCRIBED POINT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 12°34'32" AND AN ARC LENGTH OF 32.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°57'24" WEST, A DISTANCE OF 118.34 FEET, TO A POINT HEREINAFTER KNOWN AS POINT "A"; THENCE SOUTH 88°02'36" WEST, A DISTANCE OF 100.99 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "A"; THENCE NORTH 88°02'36" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 88°02°36" EAST, A DISTANCE OF 92.25 FEET; THENCE SOUTH 01°57'24" EAST, A DISTANCE OF 128.14 FEET; THENCE NORTH 71°20'00" EAST, A DISTANCE OF 155.48 FEET; THENCE SOUTH 18°40'00" EAST, A DISTANCE OF 92.70 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS NORTH 18°40'00" WEST, FROM THE LAST DESCRIBED POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 410.87 FEET, A CENTRAL ANGLE OF 01°30'39" AND AN ARC LENGTH OF 10.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 71°20'00" WEST, A DISTANCE OF 134.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY (THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY LINE OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO"); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 106°42'36" AND AN ARC LENGTH OF 186.24 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°57'24" WEST, A DISTANCE OF 118.34 FEET, TO THE POINT OF BEGINNING.

SAID LANDS BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 1.123 ACRES, MORE OR LESS.

EXHIBIT "A"

B5107 P1606

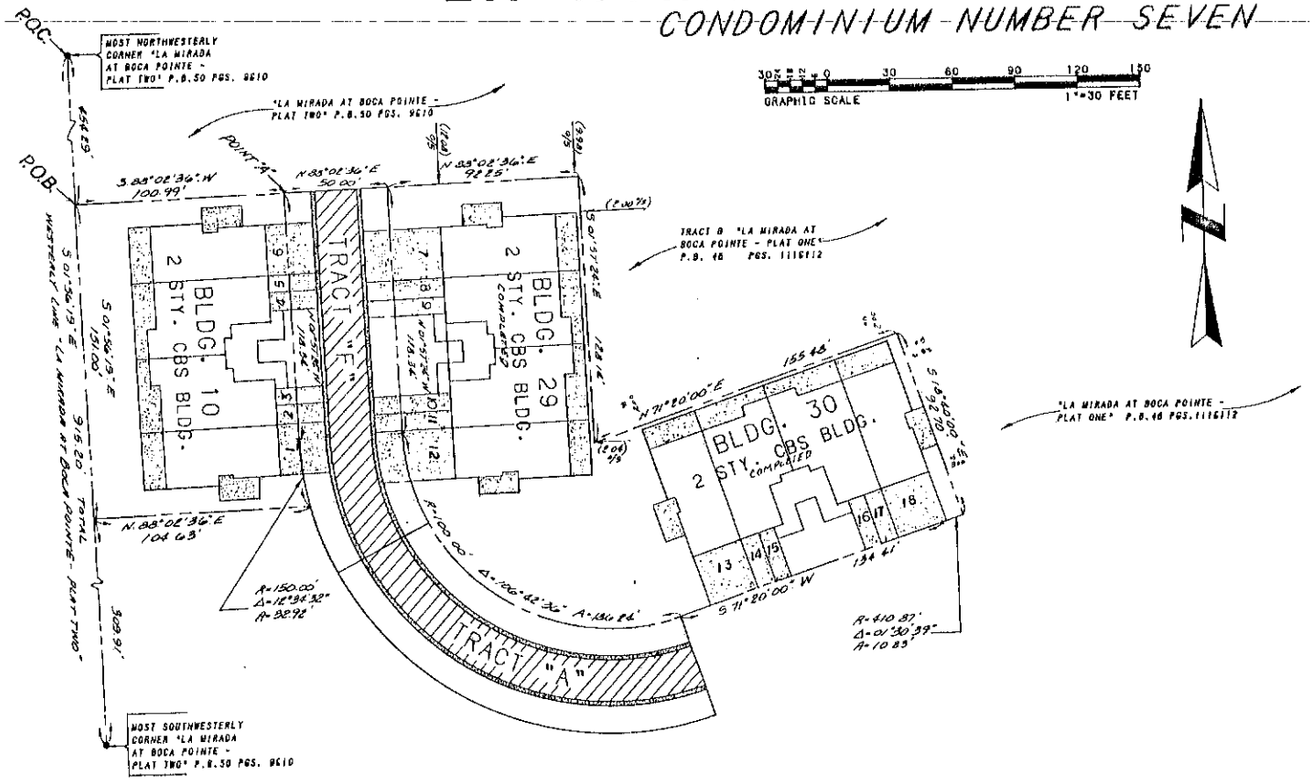
CONDOMINIUM. SEVEN
183-0060

B5107 P1607

EXHIBIT "B"

SHEET 1 OF 1 SHEETS

"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF
LA MIRADA AT BOCA POINTE
CONDOMINIUM NUMBER SEVEN



SURVEY & PLOT PLAN

CONDOMINIUM NUMBER SEVEN

LEGEND

——— INDICATES LIMITS OF CONDOMINIUM PROPERTY.

INDICATES CONCRETE (PORCH SLAB, CURBING AND/OR DRIVEWAY)

INDICATES ASPHALT ROADWAY

NOTES:

1) BOUNDARY DATA SHOWN IN PARENTHESIS REFERS TO DATA SHOWN ON SITE PLAN, EXHIBIT "A-1" TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR LA MIRADA AT BOCA POINTE, PREPARED BY MID SOUTH ENGINEERING COMPANY, DATA SHOWN ON THE "SURVEY PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS", EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF LA MIRADA AT BOCA POINTE" PREPARED BY MID SOUTH ENGINEERING COMPANY, AND DATA SHOWN ON THE PLAT OF "BOCA POINTE NO. 1" (P.B. 42, PGS. 141-143, PALM BEACH COUNTY RECORDS). ALL OTHER BOUNDARY DATA SHOWN HEREON REFERS TO DATA BASED ON THE PLAT OF "LA MIRADA AT BOCA POINTE - PLAT TWO" (P.B. 50, PGS. 9 & 10, PALM BEACH COUNTY RECORDS).

2. FOR EASEMENTS REFER TO THE PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO" AS RECORDED IN PLAT BOOK 50 AT PAGES 9 AND 10 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE CONSTRUCTION OF BUILDING 10 IS NOT SUBSTANTIALLY COMPLETED. UPON SUBSTANTIAL COMPLETION OF CONSTRUCTION OF BUILDING 10, THE CERTIFICATE OF SURVEYOR SET FORTH ON THIS EXHIBIT "B" SHALL BE AMENDED TO REFLECT ITS SUBSTANTIAL COMPLETION IN ACCORDANCE WITH THE PROVISIONS OF SECTION 718.104(4)(E), FLORIDA STATUES.

CERTIFICATION: FOR BUILDING 30

THIS CERTIFICATION MADE THIS 13TH DAY OF DECEMBER 1984 BY THE UNDERSIGNED ENGINEERING AND SURVEYING FIRM IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4) (E), FLORIDA STATUES, AS AMENDED AS OF THE DATE HEREOF, AND IS A CERTIFICATION THAT THE ATTACHED EXHIBIT "B", SHEETS ONE (1), AND ( ) (2) ARE AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THEREIN; AND THAT THE CONSTRUCTION OF BUILDING 30 IS SUBSTANTIALLY COMPLETED SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF LA MIRADA AT BOCA POINTE, CONDOMINIUM SEVEN, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF BUILDING 30 AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS; AND THAT ALL PLANNED IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, AND ACCESS TO THE UNITS, AND COMMON ELEMENT FACILITIES SERVING BUILDING 30, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM OF LA MIRADA AT BOCA POINTE, CONDOMINIUM SEVEN ARE COMPLETED.

CRAVEN, THOMPSON & ASSOCIATES, INC.

Craven F. Verde
Professional Land Surveyor
Number 3002
State of Florida

LIMITED COMMON ELEMENTS - DRIVEWAYS

THESE NUMBERS CORRESPOND TO THE DRIVEWAYS RESERVED FOR EXCLUSIVE USE OF THOSE UNITS DESIGNATED BELOW.

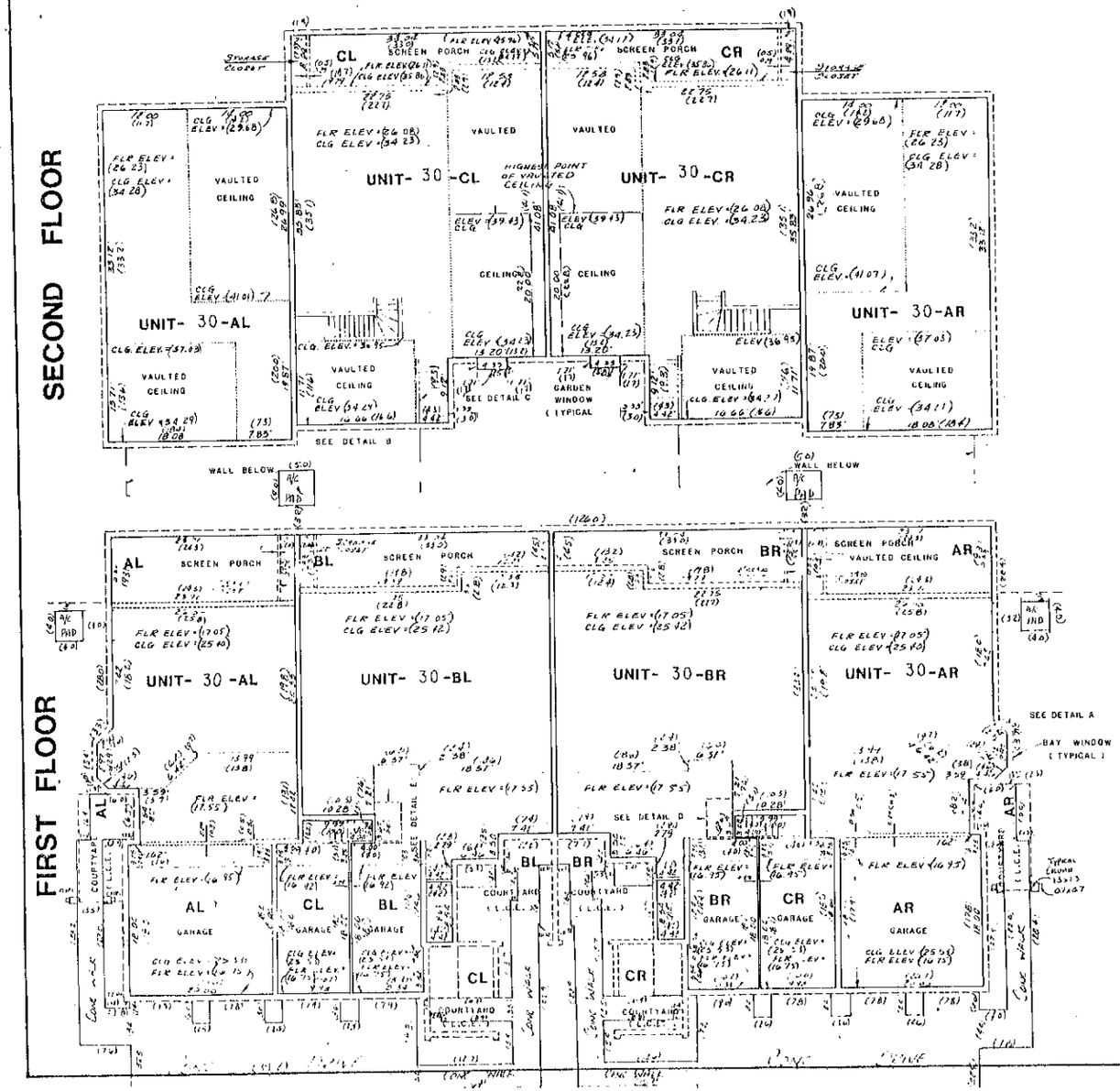
1 UNIT 10 AL (L.C.E.)	5 UNIT 10 CR (L.C.E.)	9 UNIT 29 BL (L.C.E.)	13 UNIT 30 AL (L.C.E.)	17 UNIT 30 CR (L.C.E.)
2 UNIT 10 CL (L.C.E.)	6 UNIT 10 AR (L.C.E.)	10 UNIT 29 BR (L.C.E.)	14 UNIT 30 CL (L.C.E.)	18 UNIT 30 AR (L.C.E.)
3 UNIT 10 BL (L.C.E.)	7 UNIT 29 AL (L.C.E.)	11 UNIT 29 CR (L.C.E.)	15 UNIT 30 BL (L.C.E.)	
4 UNIT 10 BR (L.C.E.)	8 UNIT 29 CL (L.C.E.)	12 UNIT 29 AR (L.C.E.)	16 UNIT 30 BR (L.C.E.)	

12-11-84 FINAL AS-BUILT CERTIFICATION OF [illegible]

CRAVEN THOMPSON & ASSOCIATES, INC.
SURVEYORS ENGINEERS PLANNERS ARCHITECTS
5901 N.W. 31 AVENUE, FT. LAUDERDALE, FL. 33309
DATED: JULY, 1985 DRAWN BY: J.H.F.

B5107 P1608

"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF
LA MIRADA AT BOCA POINTE
CONDOMINIUM NUMBER SEVEN



GRAPHIC SCALE 0 8 16 24 32 40 — 1"=8 FEET

UNIT BOUNDARY PLAN
CONDOMINIUM NUMBER SEVEN
BUILDING NUMBER 30

NOTES:

1) THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

2) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST (.01') HUNDREDTH OF A FOOT.

3) AS-BUILT DIMENSIONS ARE SHOWN THUSLY: (41.7'), TO THE NEAREST TENTH OF A FOOT.

4) INTERIOR DIVIDING WALL WIDTHS ARE 0.4' FEET UNLESS OTHERWISE SHOWN.

5) EXTERIOR WALL WIDTHS ARE 0.7' FEET UNLESS OTHERWISE SHOWN.

6) INTERIOR GARAGE DIVIDING WALL WIDTHS ARE 0.29 FEET UNLESS OTHERWISE SHOWN.

7) FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

8) THIS DRAWING WAS COMPILED FROM FLOOR PLANS PREPARED BY BALSAMO/OLSON GROUP, INC., ARCHITECTS, PLANNERS, ENGINEERS & LANDSCAPE ARCHITECTS.

REVISIONS	DATE	BY	CK

PREPARED BY
CRAVEN-THOMPSON & ASSOCIATES, INC.
SURVEYORS ENGINEERS PLANNERS ARCHITECTS
5901 N.W. 151st AVENUE FORT LAUDERDALE, FLORIDA 33331
DATED DRAWN BY

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

JUN-17-1987 01:36pm 87-178736

RETURN TO: SHEAR, TIDALL, PAYNE & DOHNE, P.A.
P. O. Box 9208
Fort Lauderdale, FL 33310-9208

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
LA MIRADA AT BOCA POINTE CONDOMINIUM NUMBER SEVEN

WHEREAS, SAMARA DEVELOPMENT CORP., an Illinois corporation, and BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, each individually and as joint venturers d/b/a First Boca Venture, a Joint Venture (hereinafter referred to as the "Developer"), submitted the real property described in Exhibit A hereto to the condominium form of ownership under Chapter 718, Florida Statutes, pursuant to the Declaration of Condominium of La Mirada at Boca Pointe Condominium Number Seven (the "Condominium") recorded in Official Records Book 5083 at Page 611, which Declaration has been amended by an Amendment to Declaration recorded in Official Records Book 5107, Page 1604, all of the Public Records of Palm Beach County, Florida (and which Declaration, as amended, shall be referred to herein as the "Declaration"); and

WHEREAS, pursuant to the provisions of Article XXII.J. of the Declaration, the Developer reserves the right to amend the Declaration by its act alone to attach surveyors certificates for certifying the completion of Buildings 30 and 10 of the Condominium as set forth in Florida Statutes, Chapter 718.104(4)(e) and Exhibit B to the Declaration; and

WHEREAS, Developer has so amended the Declaration certifying the completion of Building 30 and now desires to amend the Declaration certifying the completion of Building 10.

NOW, THEREFORE, the Developer hereby amends the Declaration to attach the surveyors certification as to Building 10 of the Condominium and the surveys and floor plans for Building 10 are attached hereto as Exhibit B.

WITNESSES:

DEVELOPER:
SAMARA DEVELOPMENT CORP., an Illinois corporation, and BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, each individually and as joint venturers d/b/a First Boca Venture, a Joint Venture

By: SAMARA DEVELOPMENT CORP.

By: _____
Its PRESIDENT
[SEAL]

By: BRIDGEVIEW DEVELOPMENT COMPANY

By: _____
Its PRESIDENT
[SEAL]

STATE OF Fl)
: ss.:
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Gary Rosen, the President of SAMARA DEVELOPMENT CORP., an Illinois corporation, to me known to be the person who signed the foregoing instrument as such, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes

B5318 P1154

therein mentioned and that the said instrument is the act and deed of said corporation individually and as joint venturer with Bridgeview Development Company, an Illinois corporation, d/b/a First Boca Venture, a Joint Venture.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of JUNE, 1987.

Estelle Attutat
Notary Public
My Commission Expires:

[SEAL]

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 15, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ILLINOIS)
: ss.:
COUNTY OF COOK)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Charles Zogas, the President of BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, to me known to be the person who signed the foregoing instrument as such, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation individually and as a joint venturer with Samara Development Corp., an Illinois corporation, d/b/a First Boca Venture, a Joint Venture

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of June, 1987.

Linda Bronce
Notary Public
My Commission Expires: 11-27-88

[SEAL]

LMCONDOA
06/06/87:gms
D2

B5318 P1155

DESCRIPTION: LA MIRADA AT BOCA POINTE - CONDOMINIUM NUMBER SEVEN

A PORTION OF "LA MIRADA AT BOCA POINTE - PLAT TWO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, AT PAGES 9 AND 10 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO"; THENCE SOUTH 01°56'19" EAST, ALONG A PORTION OF THE WEST BOUNDARY LINE OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO", A DISTANCE OF 454.29 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 01°56'19" EAST, ALONG SAID WEST BOUNDARY LINE OF THE PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO", A DISTANCE OF 151.00 FEET; THENCE NORTH 88°02'36" EAST, A DISTANCE OF 104.63 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS NORTH 75°28'04" EAST, FROM THE LAST DESCRIBED POINT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 12°34'32" AND AN ARC LENGTH OF 32.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°57'24" WEST, A DISTANCE OF 118.34 FEET, TO A POINT HEREINAFTER KNOWN AS POINT "A"; THENCE SOUTH 88°02'36" WEST, A DISTANCE OF 100.99 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "A"; THENCE NORTH 88°02'36" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 88°02°36" EAST, A DISTANCE OF 92.25 FEET; THENCE SOUTH 01°57'24" EAST, A DISTANCE OF 128.14 FEET; THENCE NORTH 71°20'00" EAST, A DISTANCE OF 155.48 FEET; THENCE SOUTH 18°40'00" EAST, A DISTANCE OF 92.70 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS NORTH 18°40'00" WEST, FROM THE LAST DESCRIBED POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 410.87 FEET, A CENTRAL ANGLE OF 01°30'39" AND AN ARC LENGTH OF 10.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 71°20'00" WEST, A DISTANCE OF 134.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY (THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY LINE OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO"); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 106°42'36" AND AN ARC LENGTH OF 186.24 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°57'24" WEST, A DISTANCE OF 118.34 FEET, TO THE POINT OF BEGINNING.

SAID LANDS BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 1.123 ACRES, MORE OR LESS.

EXHIBIT "A"

B5318 P1156

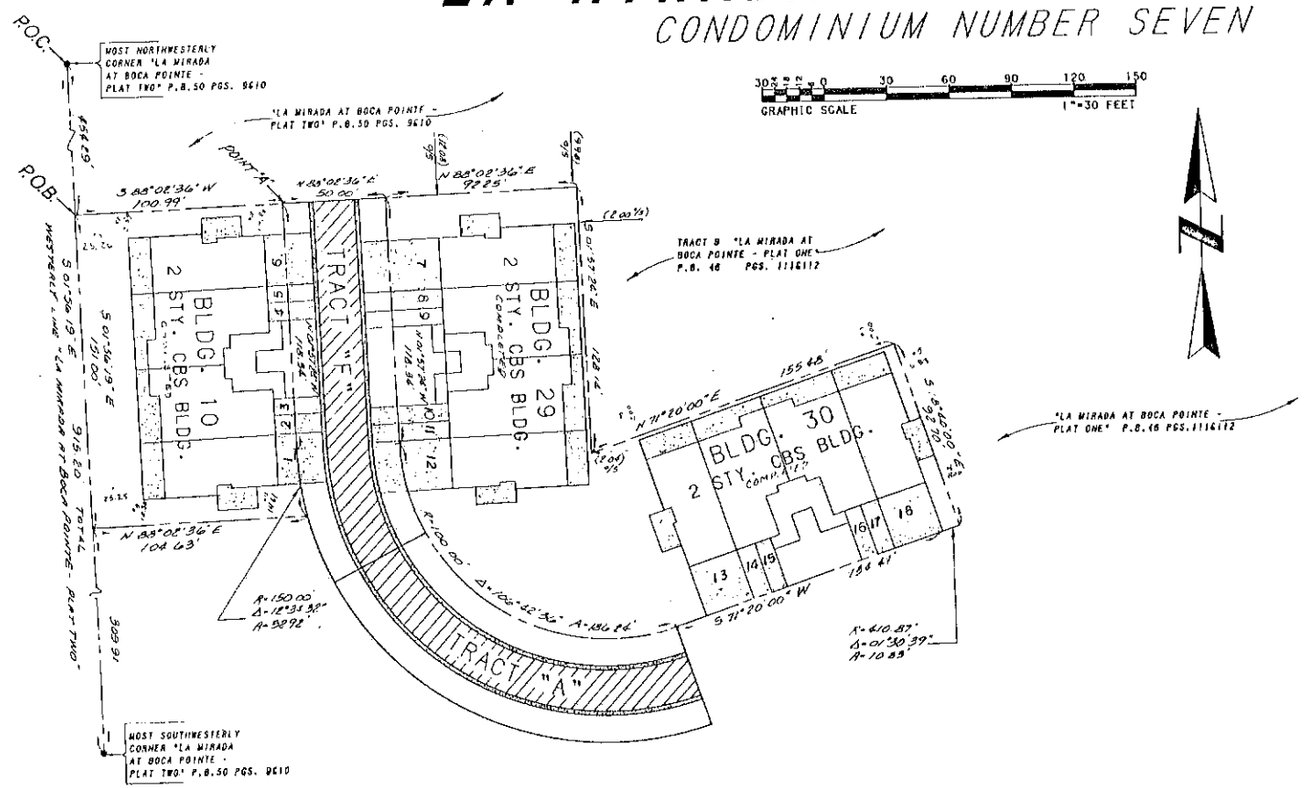
CONDOMINIUM SEVEN

B5318 P1157

SHEET 1 OF 2 SHEETS

"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF
LA MIRADA AT BOCA POINTE
CONDOMINIUM NUMBER SEVEN

EXHIBIT "B"



SURVEY & PLOT PLAN

CONDOMINIUM NUMBER SEVEN

LEGEND

- INDICATES LIMITS OF CONDOMINIUM PROPERTY.
- INDICATES CONCRETE (PORCH SLAB, CURBING AND/OR DRIVEWAY)
- INDICATES ASPHALT ROADWAY

NOTES:

1) BOUNDARY DATA SHOWN IN PARENTHESIS REFERS TO DATA SHOWN ON SITE PLAN, EXHIBIT "A-1" TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR LA MIRADA AT BOCA POINTE, PREPARED BY MID SOUTH ENGINEERING COMPANY, DATA SHOWN ON THE "SURVEY PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS", EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF LA MIRADA AT BOCA POINTE" PREPARED BY MID SOUTH ENGINEERING COMPANY, AND DATA SHOWN ON THE PLAT OF "BOCA POINTE NO. 1" (P.B. 42, PGS. 141-143, PALM BEACH COUNTY RECORDS). ALL OTHER BOUNDARY DATA SHOWN HEREON REFERS TO DATA BASED ON THE PLAT OF "LA MIRADA AT BOCA POINTE - PLAT TWO" (P.B. 50, PGS. 9 & 10 , PALM BEACH COUNTY RECORDS).

2. FOR EASEMENTS REFER TO THE PLAT "LA MIRADA AT BOCA POINTE PLAT TWO" AS RECORDED IN PLAT BOOK 50 AT PAGES 9 AND 10 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LIMITED COMMON ELEMENTS - DRIVEWAYS

THESE NUMBERS CORRESPOND TO THE DRIVEWAYS RESERVED FOR EXCLUSIVE USE OF THOSE UNITS DESIGNATED BELOW.

1 UNIT 10 AL (L.C.E.)	5 UNIT 10 CR (L.C.E.)	9 UNIT 29 BL (L.C.E.)	13 UNIT 30 AL (L.C.E.)	17 UNIT 30 CR (L.C.E.)
2 UNIT 10 CL (L.C.E.)	6 UNIT 10 AR (L.C.E.)	10 UNIT 29 BR (L.C.E.)	14 UNIT 30 CL (L.C.E.)	18 UNIT 30 AR (L.C.E.)
3 UNIT 10 BL (L.C.E.)	7 UNIT 29 AL (L.C.E.)	11 UNIT 29 CR (L.C.E.)	15 UNIT 30 BL (L.C.E.)	
4 UNIT 10 BR (L.C.E.)	8 UNIT 29 CL (L.C.E.)	12 UNIT 29 AR (L.C.E.)	16 UNIT 30 BR (L.C.E.)	

CERTIFICATION: FOR BUILDING 10

THIS CERTIFICATION MADE THIS 15th DAY OF June 1987 BY THE UNDERSIGNED ENGINEERING AND SURVEYING FIRM IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4) (E), FLORIDA STATUES, AS AMENDED AS OF THE DATE HEREOF, AND IS A CERTIFICATION THAT THE ATTACHED EXHIBIT "B", SHEETS ONE (1), AND (2) ARE AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THEREON; AND THAT THE CONSTRUCTION OF BUILDING 10 IS SUBSTANTIALLY COMPLETED SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF LA MIRADA AT BOCA POINTE, CONDOMINIUM SEVEN, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF BUILDING 10 AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS; AND THAT ALL PLANNED IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, AND ACCESS TO THE UNITS, AND COMMON ELEMENT FACILITIES SERVING BUILDING 10 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM OF LA MIRADA AT BOCA POINTE, CONDOMINIUM SEVEN ARE COMPLETED.

CRAVEN, THOMPSON & ASSOCIATES, INC.

Carmen F. Verdia
Professional Land Surveyor
Number 3692
State of Florida

CRAVEN THOMPSON & ASSOCIATES, INC.
SURVEYORS ENGINEERS PLANNERS ARCHITECTS
5901 N.W. 31 AVENUE, FT. LAUDERDALE, FL. 33309

FINAL AS-BUILT CERTIFICATION 6-15-87

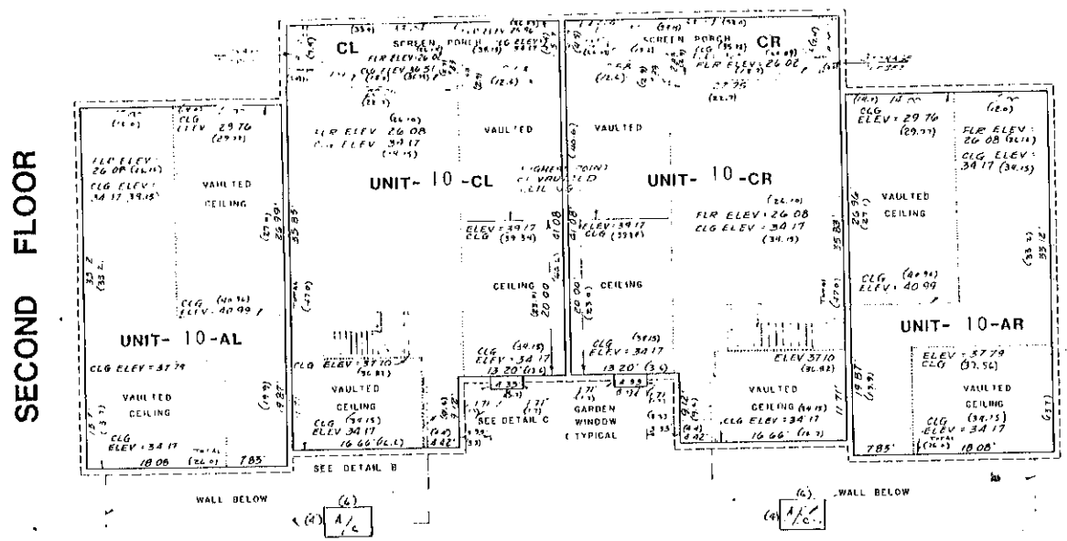
DATED: JULY, 1985 DRAWN BY: J.M.F.

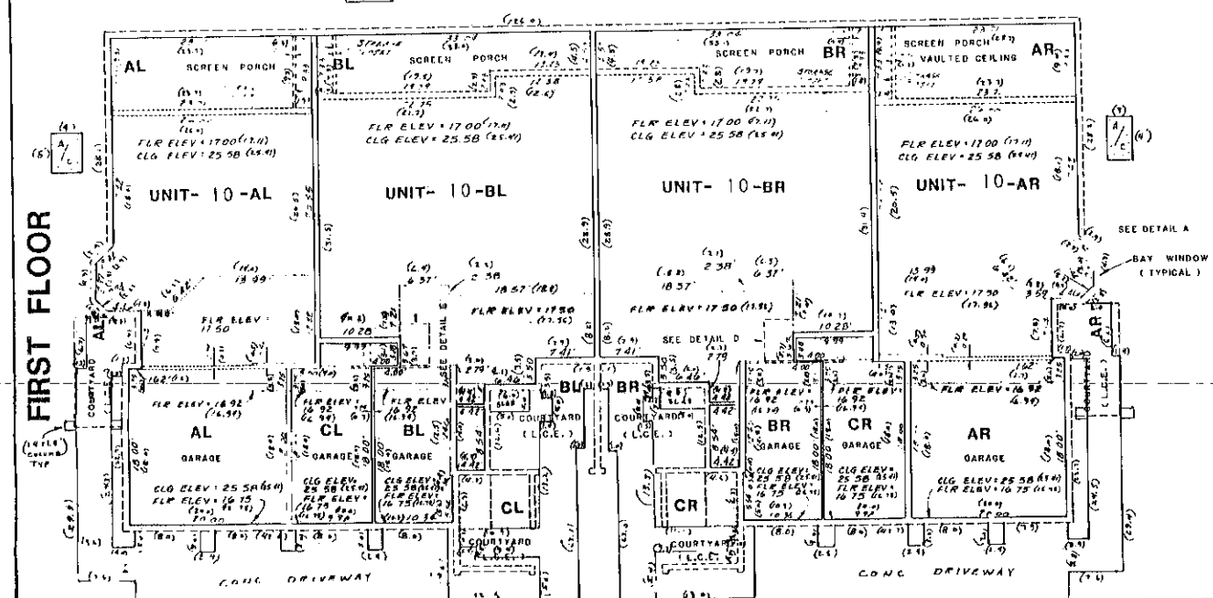
"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF

LA MIRADA AT BOCA POINTE

CONDOMINIUM NUMBER SEVEN

RECORD VERIFIED
PALM BEACH COUNTY FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT





GRAPHIC SCALE 0 8 16 24 32 40

UNIT BOUNDARY PLAN

CONDOMINIUM NUMBER SEVEN
BUILDING NUMBER 10

NOTES:

1) THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

2) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST (.01') HUNDREDTH OF A FOOT.

3) AS-BUILT DIMENSIONS ARE SHOWN THUSLY: (41.7'), TO THE NEAREST TENTH OF A FOOT.

4) INTERIOR DIVIDING WALL WIDTHS ARE 0.47 FEET UNLESS OTHERWISE SHOWN.

5) EXTERIOR WALL WIDTHS ARE 0.67 FEET UNLESS OTHERWISE SHOWN.

6) INTERIOR GARAGE DIVIDING WALL WIDTHS ARE 0.29 FEET UNLESS OTHERWISE SHOWN.

7) FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

8) THIS DRAWING WAS COMPILED FROM FLOOR PLANS PREPARED BY BALSAMO/OLSON GROUP, INC., ARCHITECTS, PLANNERS, ENGINEERS & LANDSCAPE ARCHITECTS.

REVISIONS	DATE	BY	CK'D
ADD PORCH, DIM. & NOTE	JULY		

PREPARED BY
CRAVEN-THOMPSON & ASSOCIATES, INC.
SURVEYORS ENGINEERS PLANNERS ARCHITECTS
5901 NW 31st AVENUE FORT LAUDERDALE, FLORIDA 33309
DATED DRAWN BY

85318 P1158

183-060

RETURN TO: SHERR, TIBALLI, FAYNE & SCHNEIDER
P. O. Box 9203
Fort Lauderdale, FL 33310-9203

PREPARED BY:
ALLEN H. SHEPTOW, ESQ
SHERR, TIBALLI, FAYNE & SCHNEIDER
P. O. BOX 9203
FT. LAUDERDALE, FL 33310-9203

SUPPLEMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR LA MIRADA AT BOCA POINTE

This Supplement to Declaration of Covenants and Restrictions for La Mirada at Boca Pointe (hereinafter referred to as the "Supplement"), made this 17th day of November, 1986, by SAMARA DEVELOPMENT CORP., an Illinois corporation, and BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, each individually and as joint venturers d/b/a FIRST BOCA VENTURE, a joint venture ("Developer").

WHEREAS, the Declaration of Covenants and Restrictions for La Mirada at Boca Pointe was recorded in Official Records Book 4279, Page 0787, of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, parts of La Mirada at Boca Pointe "Additional Property", as defined in the Declaration, were committed to the Declaration under Supplements to the Declaration recorded in Official Records Book 4427, Page 0462, Official Records Book 4544, Page 0773, Official Records Book 4689, Page 1027, Official Records Book 4749, Page 0388, and Official Records Book 4815, Page 0862, all of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article 2.1 of the Declaration sets forth that further portions of the Additional Property may be commited to the Declaration; and

WHEREAS, the Declaration contemplates that portions of the Additional Property to be subjected to the Declaration will also be submitted to condominium ownership; and

WHEREAS, La Mirada at Boca Pointe Condominium Number Seven ("Condominium Seven") is being submitted to condominium ownership by the Declaration of Condominium of La Mirada at Boca Pointe Condominium Number Seven recorded contemporaneously herewith in the Public Records of Palm Beach County, Florida ("Condominium Seven Declaration"); and

WHEREAS, Article XXVIII.B. of the Condominium Seven Declaration provides that by taking title to a unit in Condominium Seven, the owner of the unit becomes subject to the terms and conditions of the Declaration; and

WHEREAS, Developer wishes to commit and subject to the Declaration the real property described as Condominium Number Seven in Exhibit "A2" attached hereto (the "Condominium Property"); and

WHEREAS, Developer further wishes to commit and subject to the Declaration the real property described as Common Area in Exhibit "A3" attached hereto (the "Common Area").

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that the Condominium Property and the Common Area (collectively referred to herein as the "Property") is and shall be owned, held, used, transferred, sold, conveyed, encumbered, demised and occupied subject to the covenants, regulations, burdens and liens set forth in the Declaration and further declares:

1. The above recitals are incorporated herein by reference and are true and correct.

2. The words and phrases in this Suplement that are defined in the Declaration shall have the meanings set forth in the Declaration unless the context of this Supplement clearly indicates otherwise.

3. Developer, by this Supplement, commits and subjects the Property to all the terms of the Declaration.

4. That part of the Property made subject to the Declaration by this Supplement and described herein as Condominium Property is being submitted contemporaneously herewith to condominium ownership under the Declaration of Condominium of La Mirada at Boca Pointe Condominium Number Seven.

1986 NOV 24 PM 1:51
86 314654
8508 P0696

5. That part of the Property made subject to the Declaration by this Supplement and described herein as Common Area is not being submitted to condominium ownership and shall be part of the "Common Areas", as defined in the Declaration.

6. There is attached to this Supplement as Exhibit "A1" a Site Plan showing a graphic description of the property subjected to the Declaration under the Declaration and all Supplements recorded in the Public Records of Palm Beach County, Florida, through and including this Supplement and describing such property as areas which have been submitted to condominium ownership or as areas which are Common Areas under the Declaration.

7. This Supplement relates only to the Property, and Developer retains under the term of the Declaration the right at any time in the future to subject to the Declaration that portion of the Additional Property not described herein or not subjected, prior hereto, to the Declaration.

8. All the terms, conditions and provisions of the Declaration are hereby made applicable to the Property.

IN WITNESS WHEREOF, this Supplement has been signed by Developer on the day and year first above set forth.

SAMARA DEVELOPMENT CORP., an Illinois corporation, and BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, each individually and as joint venturers d/b/a First Boca Venture, a Joint Venture

WITNESSES:

E. Hutchuk

M. Hutchuk

By: SAMARA DEVELOPMENT CORP.

By: _____

Its PRESIDENT

[SEAL]

Kathleen Taylor

Mary Lou Bayello

By: BRIDGEVIEW DEVELOPMENT COMPANY

By: _____

Its President

[SEAL]

STATE OF Fl.)
: ss.:
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Gary Rosen, the President of SAMARA DEVELOPMENT CORP., an Illinois corporation, to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation individually and as a joint venturer with Bridgeview Development Company d/b/a First Boca Venture, a Joint Venture.

B5083 P0697

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of November, 1986.

Estelle A Hudak
Notary Public

My Commission Expires: [SEAL]

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

STATE OF Illinois)
: ss.:
COUNTY OF Cook)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Charles Zogas, the President of BRIDGEVIEW DEVELOPMENT COMPANY, an Illinois corporation, to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation individually and as a joint venturer, with Samara Development Corp. d/b/a First Boca Venture, a Joint Venture.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of November, 1986.

Linda Brouse
Notary Public

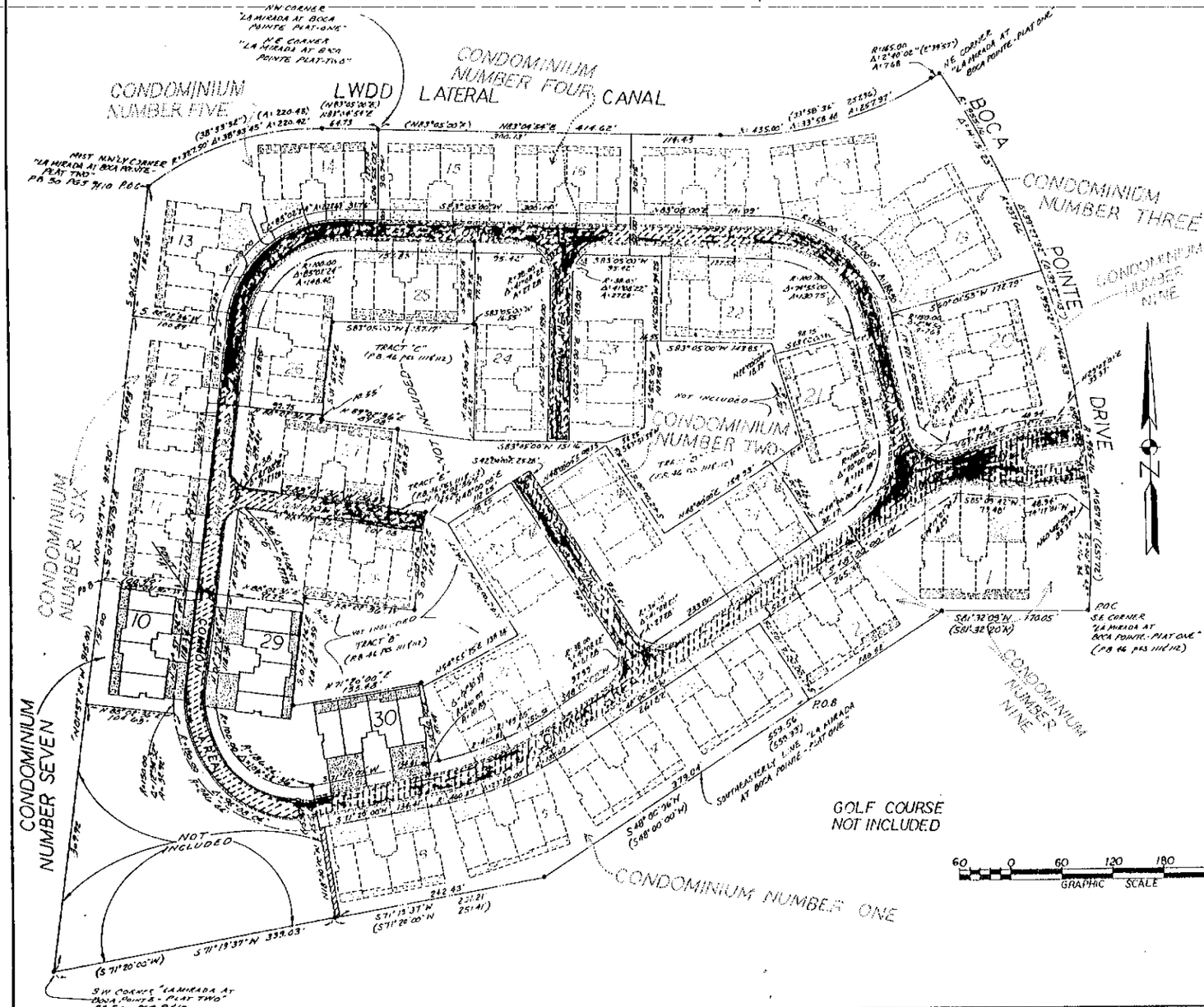
My Commission Expires: [SEAL]

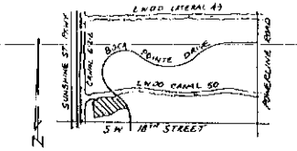
11-27-88

LMCOND5A
10/21/86:gms

B5083 P0698

SITE PLAN
EXHIBIT "A1"
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
LA MIRADA AT BOCA POINTE





LOCATION MAP

LEGEND

- TRUSTEE/DEVELOPER RESERVES THE RIGHT TO SUBMIT THIS LAND AS PART OF LA MIRIDA AT BOCA POINTE CONDOMINIUM NUMBER ONE OR AS ANOTHER CONDOMINIUM OR AS COMMON AREA OR AS PROPERTY SERVING NON-CONDOMINIUM BUILDINGS. IN THE EVENT SUCH LAND IS NOT SUBMITTED TO CONDOMINIUM OWNERSHIP OR IS MADE A PART OF THE COMMON AREA, THEN TRUSTEE/DEVELOPER RESERVES THE RIGHT TO ASSIGN SUCH LAND AS A LIMITED COMMON AREA FOR A BUILDING OR BUILDINGS. TRUSTEE/DEVELOPER RESERVES THE RIGHT TO EXERCISE ANY OF THE ABOVE OPTIONS AT ITS DISCRETION.
- INDICATES LIMITS OF COMMON AREA.
- INDICATES LIMITS OF CONDOMINIUM PROPERTY.
- INDICATES CONCRETE (PORCH SLAB, CURBING AND/OR DRIVEWAY)
- INDICATES ASPHALT ROADWAY)
- INDICATES IMPROVEMENTS OF CONDOMINIUM PROPERTIES AND COMMON AREAS PREVIOUSLY COMMITTED.

NOTES:

1) BOUNDARY DATA SHOWN IN PARENTHESIS REFERS TO DATA SHOWN ON SITE PLAN, EXHIBIT "A-1" TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR LA MIRADA AT BOCA POINTE, PREPARED BY MID SOUTH ENGINEERING COMPANY, DATA SHOWN ON THE "SURVEY PLOT PLAN AND GRAPHIC DESCRIPTIONS OF IMPROVEMENTS", EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF LA MIRADA AT BOCA POINTE PREPARED BY MID SOUTH ENGINEERING COMPANY, AND DATA SHOWN ON THE PLAT OF "BOCA POINTE NO. 1" (P.B. 42, PGS. 141-143, PALM BEACH COUNTY RECORDS). ALL OTHER BOUNDARY DATA SHOWN HEREON REFERS TO DATA BASED ON THE PLATS OF "LA MIRADA AT BOCA POINTE - PLAT ONE" (P.B. 46, PGS. 111 & 112, PALM BEACH COUNTY RECORDS) AND OF "LA MIRADA AT BOCA POINTE - PLAT TWO" (P.B. 50, PGS. 9 & 10, PALM BEACH COUNTY RECORDS).

2) FOR ALL EASEMENTS SEE SHEET OF SHEETS.

PREPARED BY
CRAVEN · THOMPSON & ASSOCIATES, INC.
SURVEYORS · ENGINEERS PLANNERS · ARCHITECTS
5901 N.W. 31st AVENUE FORT LAUDERDALE, FLORIDA 33309
DATED UPDATED 12-3-85 DRAWN BY: FISCHER

FOR CONDOMINIUM NUMBER SEVEN

EXHIBIT "A1"

EXHIBIT "A2"

DESCRIPTION: LA MIRADA AT BOCA POINTE - CONDOMINIUM NUMBER SEVEN

A PORTION OF "LA MIRADA AT BOCA POINTE - PLAT TWO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, AT PAGES 9 AND 10 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO"; THENCE SOUTH 01°56'19" EAST, ALONG A PORTION OF THE WEST BOUNDARY LINE OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO", A DISTANCE OF 454.29 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 01°56'19" EAST, ALONG SAID WEST BOUNDARY LINE OF THE PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO", A DISTANCE OF 151.00 FEET; THENCE NORTH 88°02'36" EAST, A DISTANCE OF 104.63 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS NORTH 75°28'04" EAST, FROM THE LAST DESCRIBED POINT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 12°34'32" AND AN ARC LENGTH OF 32.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°57'24" WEST, A DISTANCE OF 118.34 FEET, TO A POINT HEREINAFTER KNOWN AS POINT "A"; THENCE SOUTH 88°02'36" WEST, A DISTANCE OF 100.99 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "A"; THENCE NORTH 88°02'36" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 88°02°36" EAST, A DISTANCE OF 92.25 FEET; THENCE SOUTH 01°57'24" EAST, A DISTANCE OF 128.14 FEET; THENCE NORTH 71°20'00" EAST, A DISTANCE OF 155.48 FEET; THENCE SOUTH 18°40'00" EAST, A DISTANCE OF 92.70 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS NORTH 18°40'00" WEST, FROM THE LAST DESCRIBED POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 410.87 FEET, A CENTRAL ANGLE OF 01°30'39" AND AN ARC LENGTH OF 10.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 71°20'00" WEST, A DISTANCE OF 134.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY (THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY LINE OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO"); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 106°42'36" AND AN ARC LENGTH OF 186.24 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°57'24" WEST, A DISTANCE OF 118.34 FEET, TO THE POINT OF BEGINNING.

SAID LANDS BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 1.123 ACRES, MORE OR LESS.

B5083 P0700

CONDOMINIUM SEVEN
183-0060

EXHIBIT "A3"

DESCRIPTION: LA MIRADA AT BOCA POINTE - SUPPLEMENT
COMMON AREA

A PORTION OF "LA MIRADA AT BOCA POINTE - PLAT TWO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, AT PAGES 9 AND 10 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO"; THENCE SOUTH 01°56'19" EAST, ALONG A PORTION OF THE WEST BOUNDARY LINE OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO", A DISTANCE OF 454.29 FEET; THENCE NORTH 88°02'36" EAST, A DISTANCE OF 100.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 01°57'24" EAST, A DISTANCE OF 118.34 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 106°42'36" AND AN ARC LENGTH OF 279.37 FEET TO THE POINT OF TANGENCY; THENCE NORTH 18°40'00" WEST, ALONG A PORTION OF THE EASTERLY BOUNDARY LINE OF SAID PLAT "LA MIRADA AT BOCA POINTE - PLAT TWO", A DISTANCE OF 50.00 FEET, AND TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 106°42°36" AND AN ARC LENGTH OF 186.24 FEET, TO THE POINT OF TANGENCY; THENCE NORTH 01°57'24" WEST, A DISTANCE OF 118.34 FEET; THENCE SOUTH 88°02'36" WEST, AS MEASURED AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING.

SAID LANDS BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 0.403 ACRES, MORE OR LESS.

B508

CONDOMINIUM SEVEN
183-060

CONSENT OF MORTGAGEE
TO
SUPPLEMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
LA MIRADA AT BOCA POINTE

THIS CONSENT OF MORTGAGEE, made and entered into this 10th day of November, 1986, by MIDLAND FEDERAL SAVINGS AND LOAN ASSOCIATION, a savings and loan association organized and existing under the laws of the United States of America (hereinafter called "Midland").

WHEREAS, Midland is the owner and holder of a Construction Mortgage dated March 11, 1986 and recorded March 14, 1986 in Official Records Book 4818, Page 1187, which was modified by Loan Modification Agreement dated May 5, 1986 and recorded May 12, 1986 in Official Records Book 4874, Page 445, all of which were subordinated to the lien of a Mortgage held by AmeriFirst Federal Savings and Loan Association dated April 21, 1986 and recorded April 24, 1986 in Official Records Book 4857, Page 858, by Subordination Agreement dated April 5, 1986 and recorded April 24, 1986 in Official Records Book 4857, Page 872, by Subordination Agreement dated June 6, 1986 and recorded June 12, 1986 in Official Records Book 4906, Page 1367 and by Subordination Agreement dated September 24, 1986 and recorded October 7, 1986 in Official Records Book 5030, Page 906, all of the foregoing in the Public Records of Palm Beach County, Florida, which documents, as same may have been supplemented and amended, will be hereinafter collectively referred to as the "Security Documents"; and

85083 P0702

WHEREAS, the Security Documents may encumber, amongst other real property, all or part of the real property subject to and described in Exhibits "A2" or "A3" attached to the foregoing Supplement to Declaration of Covenants and Restrictions for La Mirada at Boca Pointe (the "Supplement") to which this Consent is attached; and

WHEREAS, Midland has agreed to consent to the Supplement and the terms and provisions thereof.

NOW, THEREFORE, Midland agrees as follows:

1. Midland does hereby consent to the recordation of the Supplement amongst the Public Records of Palm Beach County, Florida.

2. Midland agrees that the Supplement will not be terminated or cut off by Midland in the event of foreclosure.

3. This Consent shall apply and be effective solely to the property subject to and described in Exhibits "A2" and "A3" to the Supplement (the "Property"), and nothing herein contained shall affect, alter or modify in any manner whatsoever the terms and conditions, and the liens, operation, effect and priority of the Security Documents upon any real property encumbered by the Security Documents other than the Property.

IN WITNESS WHEREOF, Midland has caused this instrument to be executed by its duly authorized officers the day and year first above written.

WITNESSES:

MIDLAND FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Paul

Attest:

[SEAL]

B5083 P0703

STATE OF ILLINOIS

COUNTY OF Cook

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Paul Zogas and Richard Taylor, the _____ President and Assistant Secretary, respectively, of MIDLAND FEDERAL SAVINGS AND LOAN ASSOCIATION, a savings and loan association organized under the laws of the United States of America, and they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of November, 1986.

Linda Brouse
Notary Public

My Commission Expires:

11-27-88

[SEAL]

LAMTURNO
10/24/86:gms
revl

B5083 P0704

CONSENT OF MORTGAGEE
TO
SUPPLEMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
LA MIRADA AT BOCA POINTE

THIS CONSENT OF MORTGAGEE, made and entered into this 21st day of NOVEMBER, 1986, by AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a savings and loan association organized and existing under the laws of the United States of America (hereinafter called "AmeriFirst").

WHEREAS, AmeriFirst is the owner and holder of a Mortgage dated April 21, 1986 and recorded April 24, 1986 in Official Records Book 4857, Page 858, in the Public Records of Palm Beach County, Florida, which document, as same may have been supplemented and amended, will be hereinafter referred to as the "Security Document"; and

WHEREAS, the Security Document may encumber, amongst other real property, all or part of the real property subject to and described in Exhibits "A2" or "A3" attached to the foregoing Supplement to Declaration of Covenants and Restrictions for La Mirada at Boca Pointe (the "Supplement") to which this Consent is attached; and

WHEREAS, AmeriFirst has agreed to consent to the Supplement and the terms and provisions thereof.

NOW, THEREFORE, AmeriFirst agrees as follows:

1. AmeriFirst does hereby consent to the recordation of the Supplement amongst the Public Records of Palm Beach County, Florida.

B5083 P0705

2. AmeriFirst agrees that the Supplement will not be terminated or cut off by AmeriFirst in the event of foreclosure.

3. This Consent shall apply and be effective solely to the property subject to and described in Exhibits "A2" and "A3" to the Supplement (the "Property"), and nothing herein contained shall affect, alter or modify in any manner whatsoever the terms and conditions, and the liens, operation, effect and priority of the Security Document upon any real property encumbered by the Security Document other than the Property.

IN WITNESS WHEREOF, AmeriFirst has caused this instrument to be executed by its duly authorized officers the day and year first above written.

WITNESSES:

Luis M. Osorno

Mary Withee

AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

By: John A Diehl Vice Pres.

Attest: Linda Berry

[SEAL]

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John A Diehl and Linda Berry, the Vice President and Asst Secretary, respectively, of AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a savings and loan association organized under the laws of the United States of America, and they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of November, 1986.

Doris W. Brown

Notary Public

[SEAL]

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 4,1990
BONDED THRU GENERAL INS. UND.

LAMTURNO
10/24/86:gms
revl

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

B5083 P0706