721427

McClosky, D'Anna, Ioannou & Dieterle, LLP

GREGG W. McCLOSKY
RONALD E. D'ANNA
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DAVID J. PASCUZZI
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RICHARD W. BASSETT
JOSEPH W. GELLI

2300 GLADES ROAD
SUITE 400, EAST TOWER
BOCA RATON, FLORIDA 33431
TELEPHONE 561/368-9200
FACSIMILE 561/395-7050
E-mail: admin@mdidattorneys.com

MALCOLM H. KAHL
OF COUNSEL

July 17, 2002

VIA FEDERAL EXPRESS

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-07/18/02--01066--015
*****70.00 *****70.00

Division of Corporations
P O Box 6327
Tallahassee, Florida 32314

Re: Articles of Merger between Boca Bayou Condominium Association, Inc and Harbor Homes of Boca Condominium Association, Inc.

Dear Sir/Madam:

Enclosed please find an original and one (1) copy of the Articles of Merger between Boca Bayou Condominium Association, Inc. and Harbor Homes of Boca Condominium Association, Inc. along with this Firm's check in the amount of $70.00, representing the filing fee, made payable to the Florida Department of State with respect to the above-referenced corporation. Please return the file stamped, certified copy of the Articles of Merger to the undersigned counsel in the enclosed, self-addressed and prepaid Federal Express envelope at your earliest convenience.

Should you have any questions, please do not hesitate to contact me. Thank you for your kind attention to this matter.

Very truly yours,

McCLOSKY, D'ANNA, IOANNOU & DIETERLE LLP

Ronald E. D'Anna

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Enclosures

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Merger
7/24/02

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(C)

McClosky, D'Anna, Ioannou & Dieterle, LLP

GREGG W. McCLOSKY
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www.mccloskydanna.com

MALCOLM H. KAHL
OF COUNSEL

August 9, 2002

VIA FACSIMILE
(850) 245 - 6897

Department of State
Division of Corporations
Attn: Thelma Lewis
P.O. Box 6327
Tallahassee, FL 32314

Re: Boca Bayou Condominium Association, Inc./
Harbour Homes of Boca Condominium Association, Inc. Merger

Dear Ms. Lewis:

In connection with the information which was missing from Article V of the Articles of Merger, I have enclosed a Notice of Correction by Interlineation which has attached to it a completed Article V containing the number of directors in office, as well as the number of those who voted in favor of the merger.

Thank you for bringing this inadvertent oversight to my attention.

In connection with the Consent to the Merger, I have also enclosed eighteen (18) Consents to Merger, which were signed by each owner of the eighteen condominium units located in the Harbour Homes of Boca Condominium. I would request that they be made a part of the file, so as to remove any doubt whether the Harbour Homes of Boca unit owners consented to the merger.

If you require any information in addition to the above, please let me know.

Very truly yours,

Ronald E. D'Anna

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Enclosures

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McClosky, D'Anna, Ioannou & Dieterle, LLP

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MALCOLM H. KARL
OF COUNSEL

July 25, 2002

State of Florida
Department of State
Division of Corporations
Attn: Thelma
P.O. Box 6327
Tallahassee, FL 32314

Re: Boca Bayou Condominium Association/
Harbour Homes of Boca Condominium Association, Inc. Merger

Dear Thelma:

Thank you for your July 24, 2002 telephone call pointing out that the corporate name for Harbour Homes of Boca Bayou was misspelled in the merger documents. Pursuant to your instructions, I have enclosed a notice to correct that typographical error and would request that you make it a part of the filing in this action.

Thank you for your courtesy and cooperation in this matter.

Very truly yours,

Ronald E. D'Anna

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Enclosure

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ARTICLES OF MERGER
Merger Sheet

MERGING:

HARBOUR HOMES OF BOCA CONDOMINIUM ASSOCIATION, INC., a Florida entity, N99000007292

INTO

BOCA BAYOU CONDOMINIUM ASSOCIATION, INC., a Florida entity, 721427.

File date: July 18, 2002

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER

The undersigned corporations, Boca Bayou Condominium Association, Inc., a Florida not-for-profit corporation, and Harbor Homes of Boca Condominium Association, Inc., a Florida not-for-profit corporation, being validly and legally formed under the laws of the State of Florida have adopted a Plan of Merger.

ARTICLE I

The name of the surviving corporation is Boca Bayou Condominium Association, Inc., a Florida corporation not for profit.

ARTICLE II

The Plan of Merger of the undersigned corporations was adopted pursuant to Sections 617.1101, 617.1103, and 617.1105, Florida Statutes.

ARTICLE III

The Plan of Merger shall become effective as provided in the attached Plan of Merger.

ARTICLE IV

The Articles of Incorporation and By-laws of the surviving corporation will be the same as the existing Articles of Incorporation of Boca Bayou Condominium Association, copies of which are attached hereto, incorporated herein and marked Exhibits "1" and "2" respectively. All owners of apartments in Harbor Homes of Boca Condominium shall be members of Boca Bayou Condominium Association, Inc. with all rights and obligations as set forth in the Harbor Homes of Boca Condominium and the Covenants Running With the Land - Protective Covenants and Restrictions for Boca Bayou Condominium Association, Inc.

ARTICLE V

The Plan of Merger was adopted pursuant to Sections 617.1103(1)(b) by a majority vote of the members of the Board of Directors of Boca Bayou Condominium Association, Inc. and of Harbor Homes of Boca Bayou Condominium Association, Inc. The members are not entitled to vote on the Plan of Merger.

The Plan of Merger was adopted by a majority of the Boca Bayou Condominium Association, Inc. Board of Directors at a meeting held on the 2nd day of December ~~2000~~ 1999. At that time there were __ Directors in office of which __ approved the Plan of Merger.

The Plan of Merger was also adopted by a majority of the members of the Board of Directors of Harbor Homes of Boca Condominium Association, Inc. at a meeting held on the 14th day of December, 2001. At that time there were 3 Directors in office of which 2 approved the Plan of Merger.

ARTICLE VI

The Plan of Merger is attached hereto, incorporated herein by reference and marked Exhibit "3" to these Articles of Merger.

Dated: December 20, 2001.

BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.

By: _____
Richard Loomis, Its Vice President

ATTEST:

_____
Robert Wilson, Its Secretary

(CORPORATE SEAL)

HARBOR HOMES OF BOCA CONDOMINIUM ASSOCIATION, INC.

By: _____
Its Vice President

ATTEST:

Marjorie M. Peterman
Its Secretary

(CORPORATE SEAL)

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NOTICE OF FILING CERTIFICATE OF CORRECTION TO NAME

RE: HARBOUR HOMES OF BOCA CONDOMINIUM ASSOCIATION, INC. AND BOCA BAYOU CONDOMINIUM ASSOCIATION, INC. MERGER

WHEREAS, Harbour Homes of Boca Condominium Association, Inc. and Boca Bayou Condominium Association, Inc. have recorded Articles of Merger and a Plan of Merger;

WHEREAS, the Articles of Merger and Plan of Merger contained a typographical error in regard to the Harbour Homes of Boca Bayou, Inc. name;

WHEREAS, the Certificate of Correction to that name is being recorded for the sole purpose of correcting the above-described typographical error;

ACCORDINGLY, the name "Harbor Homes of Boca Condominium Association, Inc." shall be corrected in the Articles of Merger and Plan of Merger to read Harbour Homes of Boca Condominium Association, Inc.

BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.

By: Ronald E. D'Anna

Its Authorized Agent and Attorney in Fact
Ronald E. D'Anna, Esquire

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

Sworn to and subscribed before me this 25 day of July, 2002.

MARIANNE A. SMITH
MY COMMISSION # DD 090076
EXPIRES: April 2, 2006
Bonded Thru Notary Public Underwriters

Marianne A. Smith
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 4/2/06

Marianne A. Smith, Notary
Print Name/Title

Personally Known ✓ OR Produced Identification ____

Type of Identification Produced:

MARIANNE A. SMITH
MY COMMISSION # DD 090076
EXPIRES: April 2, 2006
Bonded Thru Notary Public Underwriters

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NOTICE OF FILING CORRECTION TO
ARTICLES OF MERGER BY INTERLINEATION

RE: HARBOUR HOMES OF BOCA CONDOMINIUM ASSOCIATION, INC. AND BOCA BAYOU CONDOMINIUM ASSOCIATION, INC. MERGER

Boca Bayou Condominium Association, Inc., by and through its undersigned authorized representative, hereby files a Notice of Correction By Interlineation of the December 20, 2001 Articles of Merger between Boca Bayou Condominium Association, Inc. and Harbour Homes of Boca Condominium Association, Inc.:

Correction to Article V:

When the December 20, 2001 Articles of Merger were sent for recording with the Division of Corporations, Boca Bayou Condominium Association, Inc. inadvertently neglected to insert the number of directors in office, and of which approved the merger contained in Article V. A completed Article V of the Articles of Merger is attached to this notice, and marked Exhibit "A". As indicated, there were thirteen (13) directors in office at the time of the December 2, 1999 meeting, of which thirteen (13) approved the Plan of Merger.

BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.

By: Ronald E. D'Anna

Its Authorized Agent and Attorney in Fact
Ronald E. D'Anna, Esquire

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

Sworn to and subscribed before me this 9 day of August, 2002.

MARSHA TRESKY
MY COMMISSION # DD 001324
EXPIRES: Feb 12, 2005
1-800-3-NOTARY FL Notary Service & Bonding, Inc.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

MARSHA TRESKY
Print Name/Title

Personally Known ✓ OR Produced Identification ____

Type of Identification Produced:

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ARTICLE V

The Plan of Merger was adopted pursuant to Sections 617.1103(1)(b) by a majority vote of the members of the Board of Directors of Boca Bayou Condominium Association, Inc. and of Harbor Homes of Boca Bayou Condominium Association, Inc. The members are not entitled to vote on the Plan of Merger.

The Plan of Merger was adopted by a majority of the Boca Bayou Condominium Association, Inc. Board of Directors at a meeting held on the 2nd day of December ~~2000~~ 1999. At that time there were 13 Directors in office of which 13 approved the Plan of Merger.

The Plan of Merger was also adopted by a majority of the members of the Board of Directors of Harbor Homes of Boca Condominium Association, Inc. at a meeting held on the 14th day of December, 2001. At that time there were 3 Directors in office of which 2 approved the Plan of Merger.

ARTICLE VI

The Plan of Merger is attached hereto, incorporated herein by reference and marked Exhibit "3" to these Articles of Merger.

Dated: December 20, 2001.

BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.

By: _____
Richard Loomis, Its Vice President

ATTEST:

_____
Robert Wilson, Its Secretary

(CORPORATE SEAL)

EXHIBIT "A"

HARBOR HOMES OF BOCA CONDOMINIUM ASSOCIATION, INC.

By: _____
Vice
Its President

ATTEST:

Marjorie M. Peterman
Its Secretary

(CORPORATE SEAL)

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ARTICLES OF INCORPORATION

The following Articles are hereby amended in accordance with Article IX of the Articles of Incorporation of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC.

Article I - NAME

The name of the corporation shall be BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.

The principal office of this corporation shall be 2 Royal Palm Way, Boca Raton, Florida. For convenience this corporation shall be referred to as the "Association".

Article II - PURPOSE

The purpose for which the Association is organized is to manage, operate and maintain one or more condominiums each to be known as a BOCA BAYOU CONDOMINIUM, on portions of the following described real property, located in Palm Beach County, Florida, to-wit:

Parcel I of SPANISH RIVER GARDENS, Plat No. 2 Portion of Section 31, Township 47 South, Range 42 East, and also being a Replat of a portion of Spanish River Land Co. Plat No. 2 recorded in Plat Book 16 at Page 29 of the Public Records of Palm Beach County, Florida, less the following described property:

A parcel of land lying in Section 31, Township 47 South, Range 42 East, within Boca Raton, Palm Beach County, Florida, being more particularly described as follows: Beginning at the intersection of the West right of way of State Road No. 5 (U.S. No. 1) and the South right of way of road as recorded in the Official Records of Palm Beach County, Florida, Book 1325 at Page 146, being the POINT OF BEGINNING; thence Southerly along said West right of way a distance of 42.[illegible] feet to a point; thence with an angle to the right of 90°00'00" a distance of 174.57 feet to a point; thence with an angle to the right of 90°00'00" a distance of 213.03 feet to a point; thence with an angle to the right of 66°24'55" a distance of 17[illegible] feet, more or less, to the POINT OF BEGINNING, all of the above described being and being in Palm Beach County, Florida.

2. This Association is organized for the purpose of providing a convenient means of administering the condominiums by the owners thereof.

3. The Association shall make no distribution of income to its members, directors or officers.

Article III - MEMBERS

The qualifications of members, the manner of their admission and voting by members shall be as follows:

[illegible] shall be a member of the Association [illegible] and no other person or entity shall be entitled to membership. Each apartment shall be entitled to one vote.

RECORDER'S MEMO: Legibility of writing, Typing or Printing unsatisfactory in this document when received.

ARTICLES OF INCORPORATION

The following Articles are hereby amended in accordance with Article IX of the Articles of Incorporation of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC.

Article I - NAME

The name of the corporation shall be BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.

The principal office of this corporation shall be 2 Royal Palm Way, Boca Raton, Florida. For convenience, this corporation shall be referred to as the "Association".

Article II - PURPOSE

1. The purpose for which the Association is organized is to manage, operate and maintain one or more condominiums, each to be known as a BOCA BAYOU CONDOMINIUM, or portions of the following described real property, located in Palm Beach County, Florida, to wit:

Parcel "A" of SPANISH RIVER GARDENS, a Plat of a Portion of Section 31, Township 47 South, Range 43 East, and also being a Replat of a Portion of Spanish River Landing Plat, as recorded in Plat Book 15 at Page 20 of the Public Records of Palm Beach County, Florida, LESS the following described property:

A parcel of land lying in Section 31, Township 47 South, Range 43 East, lying in Boca Raton, Palm Beach County, Florida, being more particularly described as follows: Beginning at the intersection of the West right of way of State Road No. 5 (US No. 1) and the South right of way of a road as recorded in the Official Records of Palm Beach County, Florida, Book 1325 at Page 146, being the POINT OF BEGINNING; thence, Southerly along said West right of way via a distance of 324.1 feet to a point, thence Westerly angle to the right of 90°00'00" a distance of 174.57 feet to a point, thence Northerly angle to the right of 90°00'00" a distance of 313.02 feet to a point, thence Easterly angle to the right of 86°24'55" a distance of 174.[illegible] feet more or less to the POINT OF BEGINNING, all of the above described lying and being in Palm Beach County, Florida.

2. This Association is organized for the purpose of providing a convenient means of administering the condominiums by the owners thereof.

3. The Association shall make no distribution of income to its members, directors or officers.

Article IV - MEMBERS

The qualifications of members, the manner of their admission and voting by members shall be as follows:

[illegible] shall be members of this Association, and no other person or entities shall be entitled to membership. Each apartment [illegible] shall be entitled to one vote.

RECORDER'S MEMO: Legibility of writing, typing or printing unsatisfactory in this document when received.

2. Membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the new owners designated by such instrument, thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

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

4. The Association shall make no distribution of income to its members, directors or officers.

5. The power of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

Article V: DIRECTORS

1. The affairs of the Association shall be managed by a Board consisting of the number of directors as shall be determined by the By-Laws of the Association, but shall be not less than three in number. In the absence of a determination as to the number of members, the Board of Directors shall consist of three directors.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the By-Laws.

3. The first election of Directors by the membership of the Association shall not be held until after all of the apartments in each of the several condominiums to be constructed upon the aforedescribed land have been sold by MULTICON PROPERTIES, INC., the Developer of BOCA BAYOU, or until after January 1, 1977, whichever first shall occur, or at such earlier time as the Developer, MULTICON PROPERTIES, INC., an Ohio corporation, its successors or assigns, elects.

Article X: TERM

The Association shall have perpetual existence.

We, as officers of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC., hereby certify that the foregoing amendment to the Articles of Incorporation of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC. have been duly adopted the 21st day of March, 1972.

ARTICLES OF INCORPORATION
OF
BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, 1969, and certify as follows:

ARTICLE I

NAME:

The name of the Corporation shall be BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC. and the principal office of this Corporation shall be 2 Royal Palm Way, Boca Raton, Florida. For convenience this Corporation shall be referred to as the Association.

ARTICLE II

PURPOSES:

The purpose for which the Association is organized is as follows:

1. A condominium known as BOCA BAYOU (PHASE ONE), a condominium, is being constructed upon the following lands in Palm Beach County, Florida:

A tract of land lying in Section 31, Township 47S., Range 43 East., City of Boca Raton, Palm Beach County, Florida, said land being a portion of SPANISH RIVER GARDENS SUBDIVISION, PARCEL 1, as recorded in Plat Book 28 at Page 118 of the Public Records of Palm Beach County, Florida, said tract being more particularly described as follows:

Commencing at the Center of Section 31; thence with a bearing of N. 89°10'50" E. along the South line of the North half of said Section 31, a distance of 574.74 feet to a point on the East right-of-way line of Old Dixie Highway; thence with a curve to the left along the East right-of-way line of Old Dixie Highway having a tangent bearing of N. 37°18'30" E., a radius of 1909.86 feet, subtended by an angle of 2°55'55" an arc length of 97.73 feet to a point of reverse curvature; thence with a curve to the right having a radius of 1909.86 feet, subtended by an angle of 2°55'55" an arc length of 97.73 feet to a point; thence with a bearing of N. 37°18'30" E., along the East right-of-way line of Old Dixie Highway a distance of 74.76 feet to a point, said point being the Point of Beginning; thence with a bearing of N. 37°18'30" E., along the East right-of-way line of Old Dixie Highway a distance of 126.97 feet to a point; thence with a bearing of S. 52°41'30" E., a distance of 316.61 feet to a point; thence with a bearing of N. 37° 18'30" E., a distance of 75.00 feet to a point; thence with a bearing of S. 52°41'30" E. a distance of 235.00 feet to a point; thence with a bearing of S. 37° 18'30" W., a distance of 164.78 feet to a point; thence with a curve to the right, having a radius of 25.00 feet, an arc length of 19.63 feet to a point; thence with a bearing of S. 82° 18'30" W., a distance of 39.20 feet to a point; thence with a curve to the right, having a radius of 25.00 feet, an arc length of 13.68 feet to a point; thence with a bearing of N. 66°20'40" W., a distance of 193.35 feet to a point; thence with a curve to the right having a radius of 25.00 feet, an arc length of 5.96 feet to a point; thence with a bearing of N. 52°41'30" W., a distance of 112.01 feet to a point; thence with a curve to the left, having a radius of 25.00 feet an arc length of 39.27 feet to a point; thence with a bearing of N. 52° 41'30" W., a distance of 61.17 feet to a point; thence with a bearing of N. 37° 18'30" E., a distance of 86.17 feet to a point; thence with a bearing of N. 52°41'30" W., a distance of 112.83 feet, more or less to the Point of Beginning.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2. The documents creating the condominium provide for the ownership, operation, management, maintenance and use of 798 apartments within the property, together with certain other improvements. This Association is organized for the purpose of providing a convenient means of administering the condominium by the owners thereof.
3. The Association shall make no distribution of income to its members, Directors or Officers.

ARTICLE III

POWERS:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.
2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:
   A. To make and collect assessments against members to defray the costs of the condominium.
   B. To use the proceeds of assessments in the exercise of its powers and duties.
   C. The maintenance, repair, replacement and operation of the condominium property.
   D. The reconstruction of improvements after casualty and the further improvements to the property.
   E. To make and amend regulations respecting the use of the property in the condominium.
   F. To approve or disapprove proposed purchasers, lessees, and mortgagees of apartments.
   G. To enforce by legal means the provisions of the Condominium Documents, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the property in the Condominium.
   H. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or the members of the Association.
3. All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.
4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which govern the use of the property.

ARTICLE IV

MEMBERS:

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

1. All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership. Each apartment shall be entitled to one vote.
2. Membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the new owners designated by such instrument, thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.
3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the apartment in the condominium.

ARTICLE V

1. The affairs of the Association will be managed by a Board of not less than three (3) nor more than nine (9) Directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three (3) Directors.
2. Directors of the Association shall be appointed or elected at the Annual Meeting of the members in the manner determined by the By-Laws except that for so long as MULTICON PROPERTIES, INC., an Ohio corporation, or its successors, is the owner of ten (10) or more apartments, it shall have the right to elect a majority of the Directors, who need not be residents of the condominium. At a time when the Developer is no longer the owner of ten (10) apartments, those Directors of said Developer shall resign so as to comply with this Paragraph, and their successors shall be appointed by the remaining Directors so as to complete the unexpired terms of those resigning. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws. In no event shall the Developer select a majority of the Board of Directors for a period of longer than two (2) years from date of Certificate of Occupancy.

ARTICLE VI

OFFICERS:

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the Annual Meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME	ADDRESS
RONALD C. RICKER	3081 East Commercial Blvd., Fort Lauderdale, Florida
ROBERT A. MEISTER	3081 East Commercial Blvd., Fort Lauderdale, Florida
DOUGLAS K. MATTSON	3081 East Commercial Blvd., Fort Lauderdale, Florida

ARTICLE VII

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 him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association or any settlement thereof, whether or not he is 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 his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors has approved such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE VIII

BY-LAWS:

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the By-Laws.

ARTICLE IX

AMENDMENTS:

Amendments to the Articles of Incorporation shall be proposed and adopted 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 considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the Members of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Such approvals must be by not less than seventy-five (75%) percent of all the Directors and by not less than seventy-five (75%) percent of all the members of the Association. Directors and the members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting, and said amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X

TERM:

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner in accordance with the Declaration. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the Condominium Documents.

ARTICLE XI

SUBSCRIBERS:

The names and residences of the subscribers to these Articles of Incorporation who shall also constitute the first Board of Directors to hold office until successors are elected and have qualified are as follows:

NAME	ADDRESS
RONALD C. RICKER	3081 East Commercial Blvd., Fort Lauderdale, Florida
ROBERT A. MEISTER	3081 East Commercial Blvd., Fort Lauderdale, Florida
DOUGLAS K. MATTSON	3081 East Commercial Blvd., Fort Lauderdale, Florida

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures this 26 day of July, 1971.

Ronald C. Ricker
RONALD C. RICKER

Robert A. Meister
ROBERT A. MEISTER

Douglas K. Mattson
DOUGLAS K. MATTSON

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, personally appeared RONALD C. RICKER, ROBERT A. MEISTER, and DOUGLAS K. MATTSON, who after being sworn by me on oath, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me at Florida, this 26 day of July, 1971.

Diane C. Huling
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES AUG. 11, 1974
BONDED THROUGH FRED W. DIESTELHORST

ARTICLES OF INCORPORATION

The following Articles are hereby amended in accordance with Article IX of the Articles of Incorporation of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC.:

Article I: NAME

The name of the corporation shall be BOCA BAYOU CONDOMINIUM ASSOCIATION, INC. and the principal office of this corporation shall be 2 Royal Palm Way, Boca Raton, Florida. For convenience, this corporation shall be referred to as the "Association".

Article II: PURPOSE

1. The purpose for which the Asssociation is organized is to manage, operate and maintain one or more condominiums each to be known as a BOCA BAYOU CONDOMINIUM, on portions of the following described real property, located in Palm Beach County, Florida, to-wit:

Parcel 1 of SPANISH RIVER GARDENS, a Plat of a Portion of Section 31, Township 47 South, Range 43 East, and also being a Replat of a Portion of Spanish River Land Co. Plat "A" recorded in Plat Book 16 at Page 29 of the Public Records of Palm Beach County, Florida; LESS the following described property:
A parcel of land lying in Section 31, Township 47 South, Range 43 East, lying in Boca Raton, Palm Beach County, Florida, being more particularly described as follows: Beginning at the intersection of the West right of way of State Road No. 5 (U.S. NO. 1) and the South right of way of a road as recorded in the Official Records of Palm Beach County, Florida, Book 1325 at Page 146, being the POINT OF BEGINNING; thence, Southerly along said West right of way a distance of 324.11 feet to a point; thence with an angle to the right of 90°00'00" a distance of 174.57 feet to a point; thence with an angle to the right of 90°00'00" a distance of 313.03 feet to a point; thence with an angle to the right of 86°21'55" a distance of 174.92 feet more or less to the POINT OF BEGINNING, all of the above situate, lying and being in Palm Beach County, Florida.

2. This Association is organized for the purpose of providing a convenient means of administering the condominiums by the owners thereof.

3. The Association shall make no distribution of income to its members, directors or officers.

Article IV: MEMBERS

The qualifications of members, the manner of their admission and voting by members shall be as follows:

1. All owners of apartments in any BOCA BAYOU CONDOMINIUM situated upon the aforedescribed land shall be a member of this Association, and no other persons or entities shall be entitled to membership. Each apartment shall be entitled to one vote.

2. Membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the new owners designated by such instrument, thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

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

4. The Association shall make no distribution of income to its members, directors or officers.

5. The power of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

Article V: DIRECTORS

1. The affairs of the Association shall be managed by a Board consisting of the number of directors as shall be determined by the By-Laws of the Association, but shall be not less than three in number. In the absence of a determination as to the number of members, the Board of Directors shall consist of three directors.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the By-Laws.

3. The first election of Directors by the membership of the Association shall not be held until after all of the apartments in each of the several condominiums to be constructed upon the aforedescribed land have been sold by MULTICON PROPERTIES, INC., the Developer of BOCA BAYOU, or until after January 1, 1977, whichever first shall occur, or at such earlier time as the Developer, MULTICON PROPERTIES, INC., an Ohio corporation, its successors or assigns, elects.

Article X: TERM

The Association shall have perpetual existence.

We, as officers of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC., hereby certify that the foregoing amendment to the Articles of Incorporation of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC. have been duly adopted the 21st day of March, 1972.

President

Secretary

The BY-LAWS of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC. are hereby

Amended to Read as Follows:

BY-LAWS OF

BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

These are the By-Laws of BOCA BAYOU CONDOMINIUM ASSOCIATION, a condominium corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed with the Office of the Secretary of the State of Florida on July 28, 1971 and amended on the 21 day of March 1972, and subject to the charter granted by the Secretary of State and the Declaration affecting the land and improvements thereon. The Association has been organized for the purpose of administering one or more condominiums upon the following lands in Palm Beach County, Florida:

Parcel 1 of SPANISH RIVER GARDENS, a Plat of a Portion of Section 31, Township 47 South, Range 43 East, and also being a Replat of a Portion of Spanish River Land Co. Plat "A" recorded in Plat Book 16 at Page 29, Palm Beach County Records, as recorded in Plat Book 28 at Page 118 of the Public Records of Palm Beach County, Florida; LESS the following described property:

A parcel of land lying in Section 31, Township 47 South, Range 43 East, lying in Boca Raton, Palm Beach County, Florida, being more particularly described as follows:
Beginning at the inter-section of the West right of way of State Road No. 5 (U.S. 1) and the South right of way of a road as recorded in the Official Records of Palm Beach County, Florida, Book 1325 at Page 146, being the POINT OF BEGINNING; thence, Southerly, along said West right of way a distance of 324.11 feet to a point; thence with an angle to the right of 90°00'00" a distance of 174.57 feet to a point; thence with an angle to the right of 90°00'00" a distance of 313.03 feet to a point; thence with an angle to the right of 86°21'55" a distance of 174.92 feet more or less to the POINT OF BEGINNING, all of the above situate, lying and being in Palm Beach County, Florida.

1. The office of the Association shall be at 2 Royal Palm Way, Boca Raton, Florida.
2. The fiscal year of the Association shall be the calendar year.
3. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit", and the year of incorporation.

II. MEMBERS' MEETINGS

1. The annual members' meeting shall be held at the office of the corporation on the first Tuesday in February of each year, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day. The First Annual Meeting shall be held in the year 1977 or at such earlier time as the Developer, MULTICON PROPERTIES, INC., its successors or assigns elects.
2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from one-third (1/3rd) of the entire membership.
3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall

be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after the meeting.

4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof within ten (10) days after such meeting shall constitute a presence of such member for the purpose of determining a quorum. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members except where approval by a greater number of members is required by the Declaration of Condominium or these By-Laws.

5. Each apartment shall be entitled to one (1) vote. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purposes.

6. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

7. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

8. 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 adjourn the meeting from time to time until a quorum is present.

9. The order of business at annual members' meetings and, as far as practicable at all other members' meetings, shall be:
   A. Election of Chairman of the meeting.
   B. Calling of the roll and certifying of proxies.
   C. Proof of notice of meeting or waiver of notice.
   D. Reading and disposal of any unapproved minutes.
   E. Report of Officers.
   F. Report of Committees.
   G. Election of Directors.
   H. Unfinished Business.
   I. New Business.
   J. Adjournment.

10. Proviso. Provided, however, that until MULTICON PROPERTIES, INC., its successors or assigns has completed all of the contemplated improvements and condominium apartment buildings, and closed the sales of all of the apartments of the condominiums or until January 1, 1977 or until the Developer elects to terminate its control of the association whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

III. DIRECTORS

1. The Board of Directors shall consist of three (3) persons selected by MULTICON PROPERTIES, INC., its successors or assigns, until the first annual meeting of the members of the Condominium Association. Thereafter, the Board shall consist of two (2) directors from each such BOCA BAYOU CONDOMINIUM, together with one (1) director at large, not exceeding a total of twenty-one (21) directors in all.

2. Election of Directors shall be conducted in the following manner:
   A. All Directors except the director at large as hereinafter provided, shall be elected by the members at the annual meeting of members. The director at large shall be elected by the directors. At the first annual meeting of the members, one director shall be elected among the residents of each BOCA BAYOU CONDOMINIUM for a two (2) year term, and one director from among the residents of

each BOCA BAYOU CONDOMINIUM for a one (1) year term and the director at large shall be elected for a one (1) year term. At all subsequent annual meetings, one (1) director shall be elected from among the residents of each BOCA BAYOU CONDOMINIUM for a one (1) year term and a director at large shall be elected by the Directors for a one (1) year term.

B. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.

C. Until after all of the apartments in each of the several condominiums to be constructed upon the aforedescribed land have been sold by MULTICON PROPERTIES, INC., the Developer of BOCA BAYOU, or until after January 1, 1977, whichever shall first occur, or at such earlier time as the Developer, MULTICON PROPERTIES, INC., an Ohio corporation, its successors or assigns, elects, a majority of the Board of Directors of the Association shall be selected by MULTICON PROPERTIES, INC.

3. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

5. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the date named for such meeting unless such notice is waived.

6. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3rd) of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

8. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing a concurrence in the minutes thereof within ten (10) days after such meeting shall constitute the presence of such Director for the purpose of determining a quorum.

9. The presiding officer of Directors' meetings shall be the Chairman of the Board. If such has not been elected, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their members to preside.

10. Directors' fees, if any, shall be determined by the members.

11. A Director may be removed for cause or for the failure to be either the owner of an apartment, have an interest therein or in the event of a corporate ownership to be an officer or designated agent thereof. The removal of a Director pursuant to this Paragraph shall be by the majority vote of the remaining Board members, and said vote shall be taken at a special meeting called for that purpose.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association and the documents establishing the condominium. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land and shall include but shall not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The reconstruction or improvements after casualty and the further improvement of the property.
5. To make and amend regulations respecting the use of the property in the condominium.
6. To approve or disapprove proposed occupants, purchasers, lessees and mortgagees of apartments in the manner provided by the Condominium Documents.
7. To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the Association, and the Rules and Regulations for the use of the property in the condominium.
8. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or membership of the Association.
9. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment owner subject to such liens.
10. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.
11. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.
12. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

V. OFFICERS

1. The executive officers of the corporation shall be a President who shall be a Director, a Vice President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Vice President, Secretary, or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.
2. The President shall be the chief executive of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an Association, including but not limited to the power of appointing committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.
3. The Vice President shall in the absence of or disability of the President exercise the powers and duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. The Secretary shall keep the minutes of the proceedings of the Directors and the members. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members, the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium.

VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and the Articles of Incorporation shall be supplemented by the following provisions:

1. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owners or owner, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. Budget.
   A. The Board of Directors shall adopt a budget for each calend year which shall contain estimates of the cost of performing the functions of the Association, and the income of the Association including but not limited to the following items:
      (a) Common Expense Budget
         i. Maintenance and operation of Common Elements; landscaping, office and shop, street and walkways, swimming pool, guest rooms and maid rooms.
         ii. Utilities.
         iii. Liability Insurance.
         iv. Casualty Insurance.
         v. Administration.
         vi. Dockage maintenance and operation with funds provided therefor from lease payments of leasing owners.
      (b) Proposed assessments against each member.
   B. Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amendment shall be furnished each member concerned.

3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

4. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

5. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

VII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Corporation or with the Statutes of the State of Florida.

VIII. AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed aamendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment must receive approval of not less than two-thirds (2/3) of the votes of the entire membership of the Board of Directors and not less than seventy-five (75%) percent of the votes of the entire membership of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting.
3. Initiations. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other.
4. Effective Dates. An amendment when adopted shall become effective only after being recorded in the Public Records of Palm Beach County, Florida.
5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of BOCA BAYOU CONDOMINIUM ASSOCIATION, INC., a condominium corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 21 day of March, 1972.

SECRETARY

Approved:

PRESIDENT

RECREATIONAL FACILITY LEASE

J. The leased land shall be amended to include the following:

Tract "C", recreation leased area described and shown on Exhibit "A", Pages 1, 2 and 3 annexed to and made a part of the Declaration of Condominium of BOCA BAYOU (PHASE ONE), a condominium.

All references to BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC., a Florida corporation, shall be changed to read "BOCA BAYOU CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation.

3. Paragraph A, Page 53 of the Recreational Facility Lease as recorded in Official Records Book 1937 at Page 196 of the Public Records of Palm Beach County, Florida, is hereby amended as follows:

A. The Lessee agrees to pay to the Lessor that amount for rent each calendar year, that is, from and including January 1 through and including December 31 of each year during the term of this lease, the sum of $420.00 annually for each apartment unit that is a member of BOCA BAYOU CONDOMINIUM ASSOCIATION, INC. If the date of rent that shall first become due hereunder shall be other than January 1, the rent for the remainder of that calendar year, herein called partial year, shall be in the same proportion as such remainder bears to a whole calendar year.

4. Paragraph B, Page 53 of the Recreational Facility Lease as recorded in Official Records Book 1937 at Page 196 of the Public Records of Palm Beach County, Florida, is hereby amended as follows:

B. On December 31, 1976, and at the end of every five(5) years thereafter during the term of this lease, the annual rental for each apartment unit shall be adjusted, either upward or downward, as the case may be, and it shall thereafter become such sum of money as is equivalent to the purchasing power of $420.00 as of the average of the months of January, February and March of 1971. The purchasing power shall be measured by the average of the index numbers of the retail commodity prices for the months of January, February and March immediately preceding the date of adjustment. The new annual rental shall be determined by multiplying $420.00 by the average of the index numbers of retail commodity prices for the months of January, February and March of the year in which the adjustment is made and dividing the result by the average of the index numbers for the months of January, February and March of 1971.

We, as officers of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC., hereby certify that the foregoing amendment to the Recreational Facility Lease of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC. have been duly accepted the 21st day of March, 1972.

LESSOR	LESSEE
Vice President	President
ATTEST: Secretary	ATTEST: Secretary
(SEAL HERE)	(SEAL HERE)

RULES AND REGULATIONS

The Rules and Regulations recorded in Official Records Book 1987 at Pages 230 and 231 of the Public Records of Palm Beach County, Florida, are hereby deleted and hereby declared a nullity. All rules and regulations of BOCA BAYOU CONDOMINIUM ASSOCIATION, INC. will be adopted and promulgated by BOCA BAYOU CONDOMINIUM ASSOCIATION, INC. in accordance with the Articles of Incorporation and its By-Laws.

We, as officers of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC.

hereby certify that the foregoing amendments to the Declaration of Condominium

Articles of Incorporation, By-Laws, Recreational Facility Lease and Rules and

Regulations of BOCA BAYOU (PHASE ONE) a condominium have been duly adopted

the 21st day of March, 1972.

ATTEST: PRESIDENT

BY: SECRETARY

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Lawrence J. Spung and Peter T. Malcar, President and Secretary respectively of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC. and known to me to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of June, 1972.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 24, 1974
Bonded by American Bankers Insurance Co.

NOTARY PUBLIC

Seal Here

Recorded & Verified
Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

EXHIBIT E

BY-LAWS
OF
BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC.

a condominium corporation not for profit under the laws of the State of Florida.

I. IDENTITY

These are the By-Laws of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC., a condominium corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida on July 28, 1971, and subject to the charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as BOCA BAYOU (PHASE ONE), a condominium. The Association has been organized for the purpose of administering a condominium upon the following lands in Palm Beach County, Florida:

A tract of land lying in Section 31, Township 47S., Range 43E., City of Boca Raton, Palm Beach County, Florida, said land being a portion of Spanish River Gardens Subdivision, Parcel 1, as recorded in Plat Book 28, at Page 118, of the Public Records of Palm Beach County, Florida, said tract being more particularly described as follows:

Commencing at the center of Section 31; thence with a bearing of N.89°10'50"E. along the South line of the North half of said Section 31 a distance of 574.74 feet to a point on the East right-of-way line of Old Dixie Highway; thence with a curve to the left along the East right-of-way line of Old Dixie Highway having a tangent bearing of N. 37° 18' 30"E., a radius of 1909.86 feet, subtended by an angle of 2°55' 55" an arc length of 97.73 feet to a point of reverse curvature; thence with a curve to the right having a radius of 1909.86 feet, subtended by an angle of 2°55'55" an arc length of 97.73 feet to a point; thence with a bearing of N. 37°18'30"E. along the East right-of-way line of Old Dixie Highway a distance of 74.76 feet to a point, said point being the Point of Beginning; thence with a bearing of N. 37°18'30"E. along the East right-of-way line of Old Dixie Highway a distance of 126.97 feet to a point; thence with a bearing of S. 52°41'30"E., a distance of 316.61 feet to a point; thence with a bearing of N. 37°18'30"E., a distance of 75.00 feet to a point; thence with a bearing of S.52°41'30"E. a distance of 235.00 feet to a point; thence with

a bearing of S. 37°18'30"W. a distance of 164.78 feet to a point; thence with a curve to the right, having a radius of 25.00 feet, an arc length of 19.63 feet to a point; thence with a bearing of S. 82°18'30"W., a distance of 39.20 feet to a point; thence with a curve to the right, having a radius of 25.00 feet, an arc length of 13.68 feet to a point; thence with a bearing of N. 66°20'40"W., a distance of 193.35 feet to a point; thence with a curve to the right having a radius of 25.00 feet, an arc length of 5.96 feet to a point; thence with a bearing of N. 52°41'30"W. a distance of 112.01 feet to a point; thence with a curve to the left, having a radius of 25.00 feet an arc length of 39.27 feet to a point; thence with a bearing of N. 52°41'30"W. a distance of 61.17 feet to a point; thence with a bearing of N. 37°18'30"E. a distance of 86.17 feet to a point; thence with a bearing of N. 52°41'30"W. a distance of 112.83 feet, more or less to the Point of Beginning.

1. The office of the Association shall be at 2 Royal Palm Way, Boca Raton, Florida.
2. The fiscal year of the Association shall be the calendar year.
3. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

II. MEMBERS' MEETINGS

1. The annual members' meeting shall be held at the office of the corporation on the first _____ in _____ of each year, for the purpose of electing directors and of transaction any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.
2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from one-third (1/3) of the entire membership.
3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after the meeting.
4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of

a meeting by signing and concurring in the minutes thereof within ten (10) days after such meeting shall constitute a presence of such member for the purpose of determining a quorum.

5. Each apartment shall be entitled to one (1) vote. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purposes.
6. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.
7. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.
8. 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 adjourn the meeting from time to time until a quorum is present.
9. The order of business at annual members' meetings and, as far as practicable at all other members' meetings, shall be:
   A. Election of Chairman of the meeting.
   B. Calling of the roll and certifying of proxies.
   C. Proof of notice of meeting or waiver of notice.
   D. Reading and disposal of any unapproved minutes.
   E. Report of Officers.
   F. Report of Committees
   G. Election of Directors.
   H. Unfinished Business.
   I. New Business.
   J. Adjournment.
10. Proviso. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, or until _____ or until the Developer elects to terminate its control of the condominium, which ever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

III. DIRECTORS

1. The Board of Directors shall consist of not less than three (3) persons nor more

than nine (9) as is determined from time to time by the members. Each member of the Board of Directors shall be either the owner of an apartment, have an interest therein or in the event of a corporate ownership, any officer or designated agent thereof.

2. Election of Directors shall be conducted in the following manner:
   A. Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association. There shall be no cumulative voting.
   B. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.
   C. For so long as the Developer owns ten (10) or more apartments, a majority of the Board of Directors of the Association shall be selected by the Developer, and such members as may be selected by the Developer need not be residents in the building, but in no event shall the Developer select a majority of the Board of Directors for a period of longer than two (2) years from the date of Certificate of Occupancy.
3. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
4. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.
5. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the date named for such meeting unless such notice is waived.
6. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3rd) of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
7. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.
8. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Directors there be

less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing a concurrence in the minutes thereof within ten (10) days after such meeting shall constitute the presence of such Director for the purpose of determining a quorum.

9. The presiding officer of Directors' meetings shall be the Chairman of the Board. If such has not been elected, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their members to preside.
10. Directors' fees, if any, shall be determined by the members.
11. A Director may be removed for cause or for the failure to be either the owner of an apartment, have an interest therein or in the event of a corporate ownership to be an officer or designated agent thereof. The removal of a Director pursuant to this Paragraph shall be by the majority vote of the remaining Board members, and said vote shall be taken at a special meeting called for that purpose.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association and the documents establishing the condominium. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The reconstruction or improvements after casualty and the further improvement of the property.
5. To make and amend regulations respecting the use of the property in the condominium.
6. To approve or disapprove proposed occupants, purchasers, lessees and mortgagees of apartments in the manner provided by the Condominium Documents.
7. To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the Association, and the Rules and Regulations for the use of the property in the condominium.
8. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or membership of the Association.

9. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment owner subject to such liens.
10. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.
11. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.
12. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

V. OFFICERS

1. The executive officers of the corporation shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Vice President, Secretary, or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.
2. The President shall be the chief executive of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an Association, including but not limited to the power of appointing committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.
3. The Vice President shall in the absence of or disability of the President exercise the powers and duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
4. The Secretary shall keep the minutes of the proceedings of the Directors and the members. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.
5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members, the books of the Association in accordance with good

accounting practices, and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium.

VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and the Articles of Incorporation shall be supplemented by the following provisions:

1. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owners or owner, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.
2. Budget.
   - A The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, and the income of the Association including but not limited to the following items:
     - (a) Common Expense Budget
       - i. Maintenance and operation of Common Elements; landscaping, office and shop, street and walkways, swimming pool, guest rooms and maid rooms.
       - ii. Utilities.
       - iii. Liability Insurance.
       - iv. Casualty Insurance.
       - v. Administration.
       - vi. Dockage maintenance and operation with funds provided therefor from lease payments of leasing owners.
     - (b) Proposed assessments against each member.
   - B Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amendment shall be furnished each member concerned.
3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.
4. An audit of the accounts of the Association shall be made annually by a certified

public accountan., and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

5. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

VII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Corporation or with the Statutes of the State of Florida.

VIII. AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted 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 considered.
2. A resolution adopting a proposed amendment must receive approval of not less than two-thirds (2/3) of the votes of the entire membership of the Board of Directors and not less than seventy-five (75%) percent of the votes of the entire membership of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting.
3. Initiations. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other.
4. Effective Dates. An amendment when adopted shall become effective only after being recorded in the Public Records of Palm Beach County, Florida.
5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of BOCA BAYOU (PHASE ONE) CONDOMINIUM ASSOCIATION, INC., a condominium corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of ___July___, 1971.

_____
SECRETARY

Approved:

_____
PRESIDENT

PLAN OF MERGER

BOCA BAYOU CONDOMINIUM ASSOCIATION, INC. and HARBOR HOMES OF BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.

This is a Plan of Merger, pursuant to Section 617.1101, Florida Statutes, by and between: Boca Bayou Condominium Association, Inc., a Florida corporation not-for-profit, hereinafter referred to as the "Surviving Corporation," and Harbor Homes of Boca Bayou Condominium Association, Inc., a Florida corporation not-for-profit, hereinafter referred to as the "Dissolving Corporation:"

1. The Surviving Corporation and the Dissolving Corporation are corporations not-for-profit organized on a non-stock basis and are all in good standing.

2. The Surviving Corporation is a condominium association which operates six (6) separate condominiums located in Boca Bayou which include:

A. Boca Bayou (Phase I) Condominium;

B. Boca Bayou (Phase II) Condominium;

C. Boca Bayou (Phase III) Condominium;

D. Boca Bayou (Phase IV) Condominium;

E. Boca Bayou (Phase V) Condominium; and

F. Boca Bayou (Phase VI) Condominium

The Surviving Corporation consists of six hundred and forty-three (643) condominium units.

3. Harbor Homes of Boca Bayou Condominium Association, Inc. is a Florida condominium association which operates Harbor Homes of Boca Bayou Condominium.

The Dissolving Corporation consists of eighteen (18) residential units and is located within the geographic boundaries of Boca Bayou.

4. The Surviving Corporation shall become the condominium association which operates the entire Boca Bayou community, including Harbor Homes of Boca Condominium.

5. The principal office of Boca Bayou Condominium Association, Inc. shall remain at the following address: Two Royal Palm Way, Boca Raton, Florida 33432.

6. The Articles of Incorporation of the Surviving Corporation shall be in the form attached to the Articles of Merger and marked Exhibit "1."

7. The By-Laws of the Surviving Corporation shall be in the form attached to the Articles of Merger and marked Exhibit "2."

8. The Directors and Officers of the Surviving Corporation on the effective date of the merger shall continue as the Directors and Officers of the Surviving Corporation for the full, unexpired terms of their offices and until their successors have been elected or appointed and qualified. However, at that time, the Dissolving Corporation shall be entitled to the same number of seats on the Board of Directors as are the remaining phases in Boca Bayou up to a maximum of two (2) seats.

9. The above described merger shall occur no later than the date of transfer of control of Harbor Homes of Boca Condominium Association as defined in the Harbor Homes Declaration and as required in Chapter 718.301, Florida Statutes, and any amendments thereto.

10. PBC Holdings, Inc. and Harbor Homes of Boca Condominium Association, Inc. shall obtain a Written Consent to Merger from each unit owner in Harbor Homes no later than the date of closing of any Harbor Homes of Boca unit.

11. Pursuant to Section 617.1103(1)(b), neither the members of Boca Bayou Condominium Association or Harbor Homes of Boca Bayou are entitled to vote on a Plan of Merger. Accordingly, the above described Plan of Merger has been adopted at a meeting of its Board of Directors by a majority vote of the Directors of each of the respective above-described condominium associations.

12. Upon the merger becoming effective, the separate existence of the dissolving corporation shall cease, except as may be necessary for carrying out the business of this Plan of Merger, or as continued by statute. All the rights, privileges, powers, franchises, assets, causes of action and interests of any kind whatsoever of the Dissolving Corporation, including all debts due on any and all accounts, shall in effect become the property of the Surviving Corporation and shall not revert or be in any way impaired by reason of the merger. All rights of creditors and all liens upon property of the Dissolving Corporation shall be preserved, unimpaired and all debts, liabilities and duties of the Dissolving Corporation shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been initially incurred or contracted by it as is more fully set forth in Section 617.1106, Florida Statutes.

13. The Articles of Incorporation of Boca Bayou Condominium Association, Inc., a form of which is attached, shall be amended as follows:

Article IV - Members

The qualification of members, the manner of their admission and voting by members shall be as follows:

1. All owners of apartments (including owners of apartments in Harbor Homes of Boca Condominium) shall be members of the Association, and no other persons or entities shall be

entitled to membership. Each apartment shall be entitled to one (1) vote. The rights and obligations of the Harbour Homes of Boca Condominium apartment owners in Boca Bayou Condominium Association, Inc. shall be as provided for in the Harbor Homes of Boca Declaration of Condominium and the Covenants Running With the Land - Protective Covenants and Restrictions of Boca Bayou Condominium Association, Inc.

IN WITNESS WHEREOF, the Surviving and Dissolving Corporations have caused these presents to be signed by their respective Presidents and Secretaries thereto duly authorized by the respective Boards of Directors and members of each corporation.

DATED: December 20, 2001.

BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.

By: _____
Richard Loomis, Its Vice President

ATTEST:

_____
Robert Wilson, Its Secretary

(CORPORATE SEAL)

HARBOR HOMES OF BOCA CONDOMINIUM ASSOCIATION, INC.

By: _____
Its President

ATTEST:

Marjorie M. Peterman
Its Secretary

(CORPORATE SEAL)

H:\LIBRARY\94071001\MISC\Plan of Merger2

C:\AF\OPEN\DOS REIS\CONSENT TO MERGE
11/15/00 9:14 AM

CONSENT TO MERGE

The undersigned, **EDISON DOS REIS** for myself and my heirs, administrators, successors and assigns, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 1, 24 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on November 17, 2000.

Édison Dos Reis

CONSENT TO MERGE

I, for myself and for my heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 2, 24 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on March 16, 2001.

_____

_____

C:\AF\OPEN\VALENTINE\CONSENT TO MERG
11/14/00 1:33 PM

CONSENT TO MERGE

The undersigned, **JANICE GRANT VALENTINE** for myself and my heirs, administrators, successors and assigns, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 3, 24 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on November 14, 2000.

Janice Grant Valentine

Janice Grant Valentine

12/11/00 10:38 AM

CONSENT TO MERGE

We, for ourselves and for our respective heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 4, 24 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on January 31, 2001.

Calvin L. Parent

Claudette Parent

CONSENT TO MERGE

I, for myself and for my heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 5, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on January 31, 2001.

Susan Trimbo

Susan Trimbo

_____

12/11/00 10:38 AM

CONSENT TO MERGE

I, for myself and for my heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 6, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on December 14, 2001.

PBC Holdings Inc

By Robert LeRoy Landry VP

_____

12/11/00 10:38 AM

CONSENT TO MERGE

We, for ourselves and for our respective heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 7, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on January 30, 2001.

Charles D. Garber, Jr.

Charles D. Garber, Jr.

Lenore H. Mazza Garber

Lenore H. Mazza Garber

CONSENT TO MERGE

I, for myself and for my heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 8, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on March 30, 2001.

_____

_____

A:\MERGER CONSENT-greaves.frm
7/25/01 12:06 PM

CONSENT TO MERGE

I, for myself and for my respective heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 9, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on July 26, 2001.

Jeffrey A. Greaves

12/11/00 10:38 AM

CONSENT TO MERGE

I, for myself and for my heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 10, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on January 29, 200_.

Hermey S. Schlesinger

Hermey S. Schlesinger

CONSENT TO MERGE

I, for myself and for my heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 11, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on March 30, 2001.

Lawrence Freedman

Lawrence Freedman

CONSENT TO MERGE

I, for myself and for my heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 12, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on 10/4, 2001.

_____

_____

CONSENT TO MERGE

We, for ourselves and for our respective heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 13, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on 1-30, 2001.

Carlos J. Juardo

Zulma E. Juardo

A:\MERGER CONSENT-BLANK
5/17/01 11:16 AM

CONSENT TO MERGE

I, for myself and for my respective heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 14, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on May 25, 2001.

Charles J. Gillies

CONSENT TO MERGE

We, for ourselves and for our respective heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 15, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on _____, 200__.

M. Joseph Canavan

Mary Beth Canavan

CONSENT TO MERGE

I, for myself and for my heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 16, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on Feb 9, 200 1

Barbara S. Giacoppo

Barbara S. Giacoppo

CONSENT TO MERGE

I, for myself and for my heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 17, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on 2-15, 2001.

Carole Stang Trustee

Carole Aronoff Stang, Trustee

_____

CONSENT TO MERGE

I, for myself and for my heirs, administrators and successors, hereby consent to the merger of Harbour Homes of Boca Condominium Association, Inc. with and into Boca Bayou Condominium Association, Inc.

Unit Owned: Unit # 18, 23 Royal Palm Way, Boca Raton, Florida.

SIGNED AND DATED AT Boynton Beach, Florida, on February 28, 2001.

_____

_____