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**FLORIDA PROFIT/NON PROFIT CORPORATION
WATERWAY OF WESTON MEMBER, INC.**

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ARTICLES OF INCORPORATION
OF
WATERWAY OF WESTON MEMBER, INC.

The undersigned, acting as Incorporator of a Florida corporation under the Florida Business Corporation Act, Chapter 607 of the Florida Statutes, hereby causes to be delivered the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation shall be Waterway of Weston Member, Inc. (hereinafter, the "Corporation").

ARTICLE II
PRINCIPAL OFFICE AND MAILING ADDRESS

The street address of the principal office and the mailing address of the Corporation is 2218 Weston Road, Weston, Florida 33326.

ARTICLE III
AUTHORIZED SHARES

The Corporation is authorized to issue 1,000 shares of common stock, par value \$1 per share.

ARTICLE IV
INITIAL REGISTERED OFFICE AND AGENT

The address of the Corporation's initial registered office is 2115 N. Commerce Parkway, Weston, FL 33326 and the name of its initial registered agent at such address is Alex Rosenthal.

ARTICLE V
INCORPORATOR

The name and address of the Incorporator of the Corporation are Robert W. Barron, 350 E. Las Olas Blvd., Suite 1000, Ft. Lauderdale, Florida 33326.

ARTICLE VI
SPECIAL PURPOSE ENTITY

At all times on and after the date hereof, the Corporation:

(a) is and will be organized solely for the purpose of acting as a member of the limited liability company ("Borrower") that owns the property with a mailing address of 2210-2282 Weston Road, Weston, Florida 33326, together with all improvements thereon and personal

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property associated therewith (collectively referred to herein as the "Property") and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;

(b) is not, and will not be engaged, in any business unrelated to acting as a member of Borrower;

(c) does not have, and will not have, any assets other than its membership interest in Borrower;

(d) will not engage in, seek or consent to, any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets, transfer of stock or amendment of its articles of incorporation or bylaws with respect to the matters set forth in this Article VI;

(e) will not cause or allow its board of directors to take any Bankruptcy Action (as defined in a loan agreement (the "Loan Agreement"; capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement) between Borrower and Cantor Commercial Real Estate Lending, L.P. ("Lender")) with respect to Borrower or any similar action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of its board;

(f) will not (and will have bylaws that provides that it shall not), (1) dissolve, merge, liquidate, consolidate; (2) sell all or substantially all of the assets of Borrower; or (3) amend its organizational documents with respect to the matters set forth in this Article VI without the consent of Lender;

(g) is and intends to remain solvent, shall pay its debts and liabilities from its then-available assets (including a fairly-allocated portion of any personnel and overhead expenses that it shares with any Affiliate) as the same shall become due, and intends to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(h) has not failed, and will not fail, to correct any known misunderstanding regarding the separate identity of such entity and has not and shall not identify itself as a division of any other Person;

(i) has maintained and will maintain its accounts, books and records separate from any other Person and has filed and will file its own tax returns, except to the extent that it has been or is required to file consolidated tax returns by law and has not filed and shall not file a consolidated federal income tax return with any other corporation, except to the extent that it is required by law to file consolidated tax returns;

(j) has maintained and will maintain its own records, books, resolutions and agreements;

(k) other than as provided in the Cash Management Agreement, (i) has not commingled, and will not commingle, its funds or assets with those of any other Person and (ii) has not participated and will not participate in any cash management system with any other Person;

(l) will hold its assets in its own name;

(m) shall conduct its business in its name, except for business conducted on behalf of itself by another person or entity under a business management services agreement that is on

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commercially reasonable terms, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Corporation;

(n) will maintain its books, bank accounts, balance sheets, financial statements, accounting records and other entity documents separate from any other person or entity and will not permit its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; *provided, however*, that appropriate notation shall be made on any such consolidated statements to indicate its separateness from such Affiliate and to indicate that its assets and credit are not available to satisfy the debt and other obligations of such Affiliate or any other person or entity and such assets shall be listed on its own separate balance sheet;

(o) will pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and has maintained and will maintain a sufficient number of employees in light of its contemplated business operations;

(p) will observe all corporate formalities, as applicable;

(q) Intentionally Deleted;

(r) will not assume or guarantee or become obligated for the debts of any other person or entity and will not hold out its credit as being available to satisfy the obligations of any other person or entity except as permitted pursuant to the Loan Agreement;

(s) will not acquire obligations or securities of its shareholders or any other Affiliate;

(t) will allocate, fairly and reasonably, any overhead expenses that are shared with any Affiliate, including, but not limited to, paying for shared office space and services performed by any employee of an Affiliate;

(u) now maintains and uses, and will maintain and use, separate stationery, invoices and checks bearing its name, which stationery, invoices, and checks utilized to collect its funds or pay its expenses shall bear its own name and shall not bear the name of any other entity unless such entity is clearly designated as being the Corporation's agent;

(v) except pursuant to the Loan Documents, will not pledge its assets for the benefit of any other person or entity;

(w) will hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other person or entity, except for services rendered under a business management services agreement with an Affiliate that complies with the terms contained in clause (aa) below of this Article VI, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Corporation;

(x) will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other person or entity;

(y) will not make loans to any person or entity or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity);

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(z) will not identify its shareholders or any Affiliate of any of them as a division or part of it, and shall not identify itself as a division of any other person or entity;

(aa) will not enter into or be a party to any transaction with its shareholders or Affiliates except (i) in the ordinary course of its business and on terms which are intrinsically fair, commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party, and (ii) in connection with the Loan Agreement;

(bb) other than capital contributions and distributions permitted under the terms of its organizational documents, shall not enter into or be a party to any transaction with any of its shareholders or Affiliates except in the ordinary course of its business and on terms which are commercially reasonable terms comparable to those of an arm's length transaction with an unrelated third party;

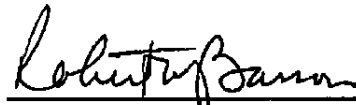
(cc) shall consider the interests of its creditors in connection with all corporate actions;

(dd) does not and will not have any of its obligations guaranteed by any Affiliate except as provided in the Loan Documents;

(ee) will comply with all of the terms and provisions contained in its organizational documents and cause statements of facts contained in its organizational documents to be and to remain true and correct; and

(ff) shall not permit any Affiliate or constituent party independent access to its bank accounts except as permitted under the Loan Documents.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as of the 24th day of July, 2012.



Robert W. Barron, Incorporator

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ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

Having been named as registered agent and to accept service of process for Waterway of Weston Member, Inc. at the place designated in Article IV of the Articles of Incorporation, the undersigned hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of such duties, and is familiar with and accepts the obligations of such position as registered agent as provided for in Chapter 607, F.S.



Alex P. Rosenthal

Dated: 7/26/12

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