

ARTICLES OF INCORPORATION
OF
ISLAND LAKES SECTION ONE HOMEOWNERS ASSOCIATION,
(A Corporation Not For Profit)

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SECRETARY OF STATE
MIAMI, FLORIDA

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, the undersigned acting as incorporator hereby adopts the following Articles of Incorporation for the purposes and with the powers hereinafter mentioned; and does certify and set forth the following:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles (unless the context shall prohibit) shall have the following meanings:

1. "Association" means Island Lakes Section One Homeowners Association, Inc.
2. "Association Articles" means these Articles of Incorporation.
3. "Association Board" means the Board of Directors of the Association.
4. "Association Bylaws" means the Bylaws of the Association.
5. "Association Director" means a member of the Association Board.
6. "Association Member" means a member of the Association
7. "Association Property" means such portions of the Nonresidential Property within Island Lakes Section One as are dedicated to the Association in a Replat or conveyed or intended to be conveyed to the Association, including the "Drives" (as that term is defined in the Subject Replat Declaration).
8. "Corporation" means Loggers' Run, Inc.
9. "Corporation Documents" means the Articles of Incorporation, the Bylaws and Rules and Regulations of the Corporation.
10. "County" means Palm Beach County, Florida.
11. "Declaration" means the Declaration of Protective Covenants and Restrictions for Loggers' Run recorded in Official Records Book 2793 at Page 1 of the Public Records of the County and any supplements or amendments thereto.
12. "Developer" means Oriole Homes Corp., a Florida corporation, its successors and assigns; provided, however, that a purchaser of a Lot or Residence shall not be deemed a successor or assign of Developer unless such purchaser is specifically so designated as such by Developer.
13. "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed in Loggers' Run including, without limitation, a detached single-family home, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any apartment-type unit contained in any multi-unit, multistory, residential building and whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.
14. "Governors" means the members of the Board of Governors ("Board") of the Corporation.

15. "Island Lakes Section One" is the name given to the planned residential community developed upon the land included within ISLAND LAKES SECTION ONE according to the Plat thereof recorded or to be recorded amongst the Public Records of the County.

16. "Island Lakes Section One Documents" means in the aggregate the Subject Replat Declaration, these Association Articles, the Association Bylaws and all of the instruments and documents referred to therein and the Loggers' Run Documents.

17. "Island Lakes Section One Operating Expenses" means the expenses for which Residence Owners are liable to the Association as described in the Island Lakes Section One Documents and includes, but is not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing the Association Property as well as all property for which the Association has such obligations as set forth in the Island Lakes Section One Documents or as may be set forth on the Subject Replat.

18. "Loggers' Run" means that portion of the land in the County which is included in the Plat and designated in the Plat as being owned by Developer and which becomes committed to land use under the provisions of the Declaration

19. "Loggers' Run Documents" means in the aggregate the Plat, all Replats, the Declaration, all Replat Declarations, the Corporation Documents and all of the instruments and documents referred to therein.

20. "Lot" means a portion of a Replat upon which a Dwelling Unit is permitted to be erected.

21. "Nonresidential Property" means the portions of Loggers' Run which are designated in the Declaration, a Replat or a Replat Declaration to be used or maintained for purposes other than having Dwelling Units constructed thereon, and where the context so requires, any improvements contained thereon.

22. "Operating Expenses" means the expenses of operating and maintaining the Nonresidential Property conveyed or dedicated to the Corporation such as (but not limited to) taxes, insurance, maintenance expenses; expenses referred to as Operating Expenses in the Declaration; all operating and administrative expenses of the Corporation; and any expenses determined to be Operating Expenses by the Governors.

23. "Plat" means the instrument entitled BOUNDARY PLAT OF ORIOLE COUNTRY as recorded in Plat Book 32, Page 175 of the Public Records of the County.

24. "Replat" means an instrument filed for record in the County in the manner required by law whereby a portion of Loggers' Run is described and subdivided into lots, blocks, parcels or tracts.

25. "Replat Declaration" means a document containing a declaration of covenants, restrictions and conditions and any supplements or amendments thereto which may be recorded amongst the Public Records of the County and either executed by Developer or consented to by Developer by written instrument recorded amongst the Public Records of the County with respect and applicable to a portion of Loggers' Run which is included in a particular Replat or Replats or a portion thereof.

26. "Residence" means any Dwelling Unit located within Island Lakes Section One.

27. "Residence Owner" means the owner or owners of the fee simple title to a Residence and includes Developer for so long as it is the owner of the fee simple title to a Residence.

28. "Subject Replat" means a Replat with respect to all or a portion of Island Lakes Section One.

29. "Subject Replat Declaration" means the Replat Declaration with respect to Island Lakes Section One which is intended to be promulgated by Developer and recorded amongst the Public Records of the County and any supplements or amendments thereto.

ARTICLE II
NAME

The name of this corporation shall be ISLAND LAKES SECTION ONE HOMEOWNERS ASSOCIATION, INC. For convenience, this corporation shall be herein referred to as the "Association," whose present address is 1151 Northwest 24th Street, Pompano Beach, Florida 33064.

ARTICLE III
PURPOSES

The purpose for which this Association is organized is to take title to, operate and maintain the Association Property including, but not limited to, the "Drives" (as such term shall be defined in the Subject Replat Declaration) in accordance with the terms of, and purposes set forth in, the dedication or conveyance of such property to the Association and to carry out the covenants and enforce the provisions of the Subject Replat Declaration as well as the covenants and provisions of the Loggers' Run Documents applicable to the Association.

The Association shall also be an "Association Member" of the Corporation as described in the Articles of Incorporation of the Corporation. The Corporation has been organized for the purpose of administering the covenants and obligations relating to certain land areas in Loggers' Run ("Corporation Property"), the use of which is shared by all owners at Loggers' Run as set forth in the Declaration. The Association Members acquire the benefits as to use of the Corporation Property and the obligation to pay Operating Expenses as set forth in the Subject Replat Declaration and in the Declaration. The Association Board shall elect a representative to attend and vote on behalf of the Association at the Annual Members' Meeting of the Corporation and to elect Governors, as set forth in Paragraph 4.14 of the Association Bylaws.

ARTICLE IV
POWERS

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers to be granted to the Association in the Declaration and the Subject Replat Declaration.

C. The Association shall have all of the powers reasonably necessary to implement its purposes including, but not limited to, the following:

1. To do all of the acts required to be performed by it under the Declaration and the Subject Replat Declaration as well as under any of the Loggers' Run Documents.

2. To make, establish, amend and enforce rules and regulations governing Island Lakes Section One and the use of the Association Property.

3. To make, levy and collect assessments for the purpose of obtaining funds from its members to pay Island Lakes Section One Operating Expenses and costs of collection, including the operational expenses of the Association and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

4. To administer, manage and operate Island Lakes Section One and to maintain, repair, replace and operate the Association Property in accordance with the Subject Replat Declaration and in accordance with the terms of and purposes set forth in the dedication or conveyance of the Association Property to the Association.

5. To enforce by legal means the obligations of the Association Members; the provisions of the Subject Replat Declaration; and the provisions of a dedication or conveyance of the Association Property to the Association with respect to the use and maintenance thereof.

6. To contract for professional management ("Manager") (which may be an individual, corporation, partnership or other entity) and to delegate to such Manager the powers and duties of the Association.

7. Notwithstanding any provision in the Island Lakes Section One Documents to the contrary, prior to the "Turnover Date" (as defined in Article V hereof) the Association shall not enter into leases or contracts under which it is bound unless there is a right of termination of such lease or contract, without cause, which is exercisable without penalty at any time after the Turnover Date upon not more than ninety (90) days' notice to the other party. The foregoing provisions of this Article IV.C.7 shall not restrict the Association from joining in the execution of the Subject Replat Declaration, from entering into the Street Light Agreement (as set forth in Paragraph 10 of this Article IV.C), nor from entering into a cable television agreement, all of which may exclude the termination provisions of this subparagraph. The provisions of this Paragraph IV.C.7 shall not apply to any cable agreement entered into by the Association as contemplated by the Subject Replat Declaration.

8. To enter into a cable television agreement for the installation and service of cable television to Residences on a mandatory basis.

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Association Members (at a duly called meeting of the Association Members at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of assessments;

(b) the collection of other charges which Residence Owners are obligated to pay pursuant to the Island Lakes Section One Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Island Lakes Section One Documents; or

(d) in an emergency where waiting to obtain the approval of the Association Members creates a substantial risk of irreparable injury to the Association Property or to Association Member(s).

10. To contract with Florida Power & Light Company to establish a "Street Light Agreement" which may provide in part that the Association shall pay for the expense of utility charges and maintenance expenses of any street lights erected on the Subject Property (as defined in the Subject Replat Declaration).

ARTICLE V
MEMBERS

The qualification of Association Members, the manner of their admission to membership, the termination of such membership and voting by Association Members shall be as follows:

A. Until such time as the first deed of conveyance of a Residence from Developer to a Residence Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Incorporator of these Articles ("Incorporator"). The Incorporator shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, membership of the Incorporator in the Association shall be automatically terminated and thereupon Developer shall be an Association Member as to each Residence until such Residence is conveyed to another Residence Owner, and thereupon and thereafter each and every Residence Owner, including Developer as to Residences owned by Developer, shall be Association Members and exercise all of the rights and privileges of Association Members.

C. Membership in the Association for Residence Owners other than Developer shall be established by the acquisition of ownership of fee title to a Residence as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Developer shall be the Residence Owner for all Residences and Lots owned by it. Where title to a Residence is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Residence shall not be an Association Member unless or until such Residence Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Association Members, with the exception of the Developer, and shall be entitled to one (1) vote for each Residence owned.

2. "Class B Members" shall be the Developer who shall be entitled to three (3) votes for each Lot or Residence and regardless of whether a certificate of occupancy has been issued. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the Total Residences by Developer as evidenced by the recording of instruments of conveyance of such Residences amongst the Public Records of the County;

(ii) When all of the Total Residences (as defined in Paragraph X.C) have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been conveyed as evidenced by the recording of instruments of conveyance of such Residences amongst the Public Records of the County and none of the other Residences remain to be conveyed pursuant to previous sales thereof or are being offered for sale by Developer in the ordinary course of business;

(iii) Five (5) years following the conveyance of the first Residence; or

(iv) At such time as Developer shall designate in writing to the Association.

The designation of different classes of membership are for purposes of establishing the Turnover Date and nothing herein shall be deemed to require voting by classes on any matter which requires the vote of the Association Members, unless otherwise specifically set forth in the Island Lakes Section One Documents.

E. No Association Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Residence.

F. Any Association Member of the Association who conveys or loses title to a Residence by sale, gift, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be an Association Member with respect to such Residence and shall lose all rights and privileges of an Association Member resulting from ownership of such Residence.

G. There shall be only one (1) vote for each Lot or Residence, except for Developer-owned Lots and Residences as set forth herein. If there is more than one Association Member with respect to a Residence as a result of the fee interest in such Residence being held by more than one person, such Association Members collectively shall be entitled to only one (1) vote. The vote of the Residence Owners of a Residence owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Residence Owners of the Residence, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Residence shall not be considered for a quorum or for any other purpose.

H. A quorum shall consist of persons entitled to cast at least one-third (1/3) of the total number of votes of the Association Members.

I. Notwithstanding the provisions of Paragraph G of this Article V, whenever any Residence is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Residence owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Residence vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Residence shall not be considered.

3. Where neither spouse is present, the person designated in a proxy signed by either spouse may cast the Residence vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Residence shall not be considered.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners' association or a public agency having a similar purpose, or any Association Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Association Articles is:

MERLE D'ADDARIO
1151 Northwest 24th Street
Pompano Beach, Florida 33064

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the several Vice-Presidents, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Association Board.

The Association Board shall elect the President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Association Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Association Board, but no other officer need be an Association Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Association Board are as follows:

President	-	Merle D'Addario
Vice-President	-	JoAnn Levy
Secretary/Treasurer	-	Patty Pfund

ARTICLE X
BOARD OF DIRECTORS

A. The number of Association Directors on the first Association Board ("First Association Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Association Directors elected by the Association Members subsequent to the "Developer's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Association Board shall from time to time determine prior to each meeting at which Association Directors are to be elected.

B. The names and addresses of the persons who are to serve as Association Directors on the First Association Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Merle D'Addario	1151 Northwest 24th Street Pompano Beach, Florida 33064
JoAnn Levy	1151 Northwest 24th Street Pompano Beach, Florida 33064
Patty Pfund	1151 Northwest 24th Street Pompano Beach, Florida 33064

Developer reserves the right to replace and/or designate and elect successor Association Directors to serve on the First Association Board for so long as the First Association Board is to serve, as hereinafter provided.

C. Developer intends that Island Lakes Section One, when ultimately developed, shall contain an aggregate of two hundred forty (240) Residences. Notwithstanding such intention, Developer is not obligated to develop Island Lakes Section One with two hundred forty (240) Residences and, therefore, may develop less than two hundred forty (240) Residences in Island Lakes Section One or more than two hundred forty (240) Residences in Island Lakes Section One, so long as same complies with all applicable laws and ordinances. For purposes hereof, the term "Total Residences" shall mean the total number of Residences which Developer intends to develop in Island Lakes Section One when ultimately developed.

D. The First Association Board shall serve until the Turnover Date, at which time the Association Members other than the Developer ("Purchaser Members") shall be entitled to elect not less than a majority of the Association Board. The election of not less than a majority of Association Directors by the Purchaser Members shall occur at a special meeting of the membership to be called by the Association Board for such purpose ("Initial Election Meeting").

E. At the Initial Election Meeting, Purchaser Members shall elect two (2) of the Association Directors, and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Association Director (same constituting the "Initial Elected Board"). Developer reserves and shall have the right, until the Developer's Resignation Event, to name the successor, if any, to any Association Director it has so designated.

F. The Association Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Association Members' Meeting" (as defined in the Association Bylaws), until the Annual Association Members' Meeting following the Developer's Resignation Event.

G. The Initial Election Meeting shall be called by the Association, through the Association Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Association Directors. A notice of meeting shall be forwarded to all Association Members in accordance with the Association Bylaws; provided, however, that the Association Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The notice shall also specify the number of Association Directors which shall be elected by the Purchaser Members and the remaining number of Association Directors designated by Developer.

H. Upon the earlier to occur of the following events ("Developer's Resignation Event"), Developer shall cause all of its designated Association Directors to resign:

1. When Developer no longer holds any of the Total Residences for sale in the ordinary course of business and all Residences sold by Developer have been conveyed as evidenced by the recording of instruments of conveyance of such Residences amongst the Public Records of the County; or

2. When Developer causes the voluntary resignation of all of the Association Directors designated by it and does not designate replacement Association Directors.

Upon the Developer's Resignation Event, the Association Directors elected by Purchaser Members shall elect a successor Association Director to fill the vacancy caused by the resignation or removal of Developer's designated Association Director. This successor Association Director shall serve until the next Annual Association Members' Meeting and until his successor is elected and qualified. In the event the Developer's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Association Directors shall be elected by the Association Members at such meeting.

I. At each Annual Association Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, all of the Association Directors shall be elected by the Association Members.

J. The resignation of an Association Director who has been designated by Developer and the resignation of an officer of the Association who has been elected by the First Association Board shall operate to and shall remise, release, acquit, satisfy and forever discharge such officer or Association Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or hereafter have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Association Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Association Director's or officer's willful misconduct or gross negligence.

ARTICLE XI INDEMNIFICATION

Each and every Association Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, litigation or settlement in which he becomes involved by reason of his being or having been an Association Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is an Association Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Association Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event an Association Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all right of indemnification to which an Association Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII
BYLAWS

The Association Bylaws shall be adopted by the First Association Board, and thereafter may be altered, amended or rescinded by the Association Members or the Association Board as provided for in the Association Bylaws.

ARTICLE XIII
AMENDMENTS

A. Prior to the conveyance by Developer of a Residence to a Residence Owner, these Association Articles may be amended only by an instrument in writing signed by Developer and filed in the Office of the Secretary of State of the State of Florida.

B. After the conveyance by Developer of a Residence to a Residence Owner, these Association Articles may be amended in the following manner:

An amendment may be first considered by either the Association Board or the Association Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Association Board or of the Association Members) at which time such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Association Board or the Association Members, such proposed amendment shall be submitted and require the approval of the other of said bodies. Approval by the Association Members must be by a majority vote of the Association Members present at a duly called meeting of the Association Members at which a quorum is present, and approval by the Association Board must be by a majority of the Association Directors present at a duly called meeting of the Association Directors at which a quorum is present.

C. Notwithstanding any provisions of this Article XIII to the contrary, these Association Articles shall not be amended in any manner which shall prejudice the rights of an "Institutional Mortgagee" (as that term is defined in the Declaration) or of Developer (including, without limitation, the provisions of Article IV.C.7 hereof) without the prior written consent to such amendment by such Institutional Mortgagee or Developer, as the case may be.

D. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Association Articles which shall abridge, amend or alter the rights of Developer hereunder including, but not limited to, Developer's right to designate and select members of the First Association Board or otherwise designate and select Association Directors as provided in Article X hereof, nor be adopted or become effective without the prior written consent of Developer.

E. Any instrument amending these Association Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each of such amendment shall be attached to any certified copy of these Association Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1151 Northwest 24th Street, Pompano Beach, Florida 33064, and the initial Registered Agent of the Association at that address shall be Merle D'Addario, who shall also be Resident Agent.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 24 day of June, 1986.

Merle D'Addario
Merle D'Addario

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation.

Merle D'Addario
Merle D'Addario

Dated: June 24, 1986

STATE OF FLORIDA)
) : ss.
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the County and State named above to take acknowledgments, personally appeared MERLE D'ADDARIO, to me known to be the person described as Incorporator and Registered Agent and she acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of June, 1986.

Marie Jean Yannotti
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES SEPT 28 1987
BONDED THRU GENERAL INSURANCE UND _____

State of Florida



Department of State

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

ISLAND LAKES SECTION ONE HOMEOWNERS ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida,
filed on June 25, 1986.

The document number of this corporation is N15601. non-profit

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
day of

25th

June, 1986.



George Firestone

George Firestone
Secretary of State

CR2E022 (10-85)

CR2E040 (4-84)