



BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.
THIRTY ROYAL PALM WAY
BOCA RATON, FL 33432

561-392-5540

ARTICLES OF INCORPORATION

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

THE UNDEPSIGNED 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 125.97 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 39.29 feet to a point; thence with a curve to the right, having a radius of 25.00 feet, an arc length of 13.63 feet to a point; thence with a bearing of N. 65°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 9.95 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 65.17 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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PALM BEACH COUNTY
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 "MULTICOM 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	3031 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 20 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 20 day of July, 1971.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES AUG. 11, 1974
BONDED THROUGH FRED W. RUSTENBOM

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.

1. 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. 56°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°41'10"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 _____ 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.
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, 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 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 if 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 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 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 _____, 1971.

SECRETARY

Approved:

PRESIDENT

EXHIBIT F

RULES AND REGULATIONS
OF
BOCA BAYOU (PHASE ONE)
A CONDOMINIUM

1. Recreational Facilities. Use of the recreational facilities within the common elements will be such that due respect to the rights of other apartment owners will be observed. Use of particular facilities will be governed by further regulations to be issued as required by the Directors.
2. Signs.
 - A. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by an apartment owner on any part of the outside or inside of the demised premises of the building without the prior written consent of the Association. An exception shall be "For Sale" or "For Rent" signs approved by the Association and signs for the developer during construction and sale of the condominium apartments.
 - B. An owner may identify his apartment with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association.
3. Windows, Balconies, Terraces.
 - A. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades, or screens shall be attached to or hung in, or used in connection with any window or door of the demised premises, without the prior written consent of the Association.
 - B. The balconies, terraces and exterior stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for clearing of rugs or other household items.
4. Passageways. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors, and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
5. Pets. No dogs or cats may be kept in the condominium. No other pets will be allowed unless they are confined to the owner's apartment, and no pet may be kept that causes any annoyance of any kind to other apartment owners.
6. Refuse.
 - A. Disposition of garbage and trash shall be only by the use of garbage disposal units or by the use of recepticals supplied by the Association or built into the condominium building.
 - B. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or balconies, or placed upon the window sills. Neither shall any linens, clothes, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors.
 - C. No apartment owner shall allow anything whatever to fall from the window or doors.

of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the corridors or halls, elevators, ventilators, or elsewhere in the building or upon the grounds.

7. **Keys and Locks.** The Association may retain a passkey to each condominium apartment. No apartment owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association's agent. In the event such consent is given, the apartment owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to each condominium apartment.
8. **Association Employees.**
 - A. No servants or employees of the Association shall be sent out of the building by any apartment owner at any time for any purpose.
 - B. The Association's personnel and staff are compensated adequately and no gratuities are to be given them. This is not to preclude appropriate remembrances at Christmas or other special occasions.
9. **Nuisances.** No apartment owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other apartment owners. No apartment shall play upon or suffer to be played upon any musical instrument or operate or suffer to be operated a phonograph, television set or radio in the demised premises between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the building. No apartment shall conduct or permit to be conducted vocal or instrumental practice, nor give or permit to be given vocal or instrumental instruction at any time.
10. **Antennas.** No radio or television installation requiring additional wiring or antenna shall be made without the written consent of the Association. Any antenna or other wiring erected on the roof or exterior walls of the building without the consent of the Association in writing, is subject to being removed without notice.
11. **Leasing.** Leasing of the apartment by the apartment owner is not prohibited, subject, however, to the provisions of Article VIII of the Declaration of Condominium. This shall not apply to the Developer, as provided in Articles IV, XII and XIII of the Declaration of Condominium.

The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations by a majority of the Board of Directors at a duly constituted meeting thereof.

EXHIBIT G

PROPERTY COMPOSING BOCA BAYOU PROJECT

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, 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. No. 1) and the South right-of-way of a road as recorded in the Official Records of Palm Beach County, Florida, Book 1325, 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, being in Palm Beach County, Florida.

CERTIFICATE OF ENGINEER, made this 25th day of August, 1971.

I, JOHN A. GRANT, , F.E.S. & N.S.P.E., ENGINEER, Regist ion No. 5648-PE

No 1141 LS, of the State of Florida, certify that the following statements are true and correct:

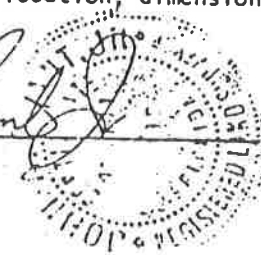
1. That I am an engineer licensed to practice in the State of Florida.
2. This Certificate is made as to BOCA BAYOU (PHASE ONE), located at 2 Royal Palm Way, Boca Raton, Florida, and in compliance with Section 711.08 (1) (3), Florida Statutes, 1965.
3. The following Exhibits to the Declaration of Condominium:

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
A (Page 1)	Certificate of Survey
(Page 3)	Plot Plan - Tract B

assuming the correctness of Exhibit A together with the wording of the Declaration constitute a correct representation of the improvements of the condominium as it now exists and there can be determined therefrom the identification, location, dimensions and size of the common elements.

Don L. Ames
Joseph M. Tucker

John A. Grant, Jr.
JOHN A. GRANT, JR.



STATE OF
COUNTY OF

Before me, personally appeared JOHN A. GRANT, JR. to me well known and known to me to be the person described in and who executed the foregoing Exhibit to Declaration of Condominium of Boca Bayou (Phase One), and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 25th day of August, 1971.



Ronald C. Rucker
NOTARY PUBLIC

DECLARATION OF CONDOMINIUM OF

BOCA BAYOU (PHASE ONE)

CERTIFICATE OF ARCHITECT, made this 10 day of AUGUST, 1971.

I, PAUL R. JOHN, A.I.A., ARCHITECT, Registration No. FLORIDA 2284,
of the State of Florida, certify that the following statements are true and
correct:

1. That I am an architect licensed to practice in the State of
Florida.

2. This Certificate is made as to BOCA BAYOU (PHASE ONE), located at
2 Royal Palm Way, Boca Raton, Florida, and in compliance with Section 711.08 (1) (3),
Florida Statutes, 1965.

3. The following Exhibits to the Declaration of Condominium:

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
A (Page 2)	Description of Waterway
(Page 4)	Descriptions of Common Elements
(Page 5)	Ground Floor Plan - Building 1
(Page 6)	Second Floor Plan - Building 1
(Page 7)	Third Floor Plan - Building 1
(Page 8)	Ground Floor Plan - Building 2
(Page 9)	Second Floor Plan - Building 2
(Page 10)	Third Floor Plan - Building 2
(Page 11)	Ground Floor Plan - Building 3
(Page 12)	Second Floor Plan - Building 3
(Page 13)	Third Floor Plan - Building 3
(Page 14)	Fourth Floor Plan - Building 3
(Page 15)	Fifth Floor Plan - Building 3
(Page 16)	Sixth Floor Plan - Building 3
(Page 17)	Typical Apartment Floor Plan - Unit A & E
(Page 18)	Typical Apartment Floor Plan - Unit B & F
(Page 19)	Typical Apartment Floor Plan - Unit H & G

assuming the correctness of Exhibit A together with the wording of the Declaration
constitute a correct representation of the improvements of the condominium as it now
exists and there can be determined therefrom the identification, location, dimensions
and size of the common elements and of each unit.

Ronald L. McQuinn
[Signature]

Paul R. John
PAUL R. JOHN

STATE OF

COUNTY OF

BEFORE ME, personally appearing PAUL R. JOHN to me well known and known to me to be the person described in and who executed the foregoing Exhibit to Declaration of Condominium of Boca Bayou (Phase One), and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 10 day of August, 1971.

My Commission Expires:

Harold H. [Signature]
NOTARY PUBLIC

A circular notary seal for Harold H. [Signature], Notary Public. The seal contains the text "NOTARY PUBLIC" and "HAROLD H. [Signature]".

MY COMMISSION EXPIRES OCT. 12 1973
BONDED THRU FRED W. DIESTELHORST

NOTARY PUBLIC
COMMISSION EXPIRES OCT. 12 1973
BONDED THRU FRED W. DIESTELHORST

BOCA EAYOU (PHASE ONE) - Declaration

JOINER OF MORTGAGEE

PROVIDENT NATIONAL BANK, a national banking association, organized and existing under the laws of the United States of America, herein called the "Mortgagee", the owner and holder of mortgage upon the following land in Palm Beach County, Florida:

Parcel of land lying in Section 31, Township 47 South, Range 43 East, City of Boca Raton, Palm Beach County, Florida, said land being more particularly described on Exhibit Sheet A attached,

which mortgage is more particularly described as follows:

Mortgage dated December 21, 1970 executed by MULTICOON PROPERTIES, INC., an Ohio corporation to PROVIDENT NATIONAL BANK, which mortgage was recorded in Official Records Book 1863 at Page 1342 of the Public Records of Palm Beach County, Florida, and which mortgage encumbers that parcel of land more particularly described on Exhibit Sheet A attached.

joins in the making of the foregoing Declaration of Condominium and submits the mortgaged land to the condominium form of ownership under said Declaration.

Signed, sealed and delivered in the presence of:

Patricia J. [Signature]

Bernard M. [Signature]

PROVIDENT NATIONAL BANK

BY: Allan C. Kirkman

ATTEST: Jim S. Briggs

STATE OF Pennsylvania
COUNTY OF Philadelphia

BEFORE ME, the undersigned authority, personally appeared

Allan C. Kirkman and Jim S. Briggs
as Assistant Vice President and Assistant Vice President

respectively of PROVIDENT NATIONAL BANK, a corporation existing under the laws of the United States of America, and they acknowledged to and before me that they executed the foregoing instrument as such officers of said Association and that they affixed thereto the official seal of said Association and that the foregoing instrument is the act and deed of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Philadelphia, State and County aforesaid, this

September 2nd, 1971.

My Commission Expires:

[Signature]
NOTARY PUBLIC

SCHEDULE "A"

A tract of land lying in Section 31, Township 47 S., Range 43 E., 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°16'30" 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 35.27 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 36.17 feet to a point; thence with a bearing of N. 52°41'30" W. distance of 112.83 feet, more or less to the Point of Beginning.

DEED 1937 PAGE 237

Recorded in O R Book &
Deed verified
Palm Beach County Fla.
John E. Smith
Shark Street Court

66490

AMENDMENT TO
DECLARATION OF CONDOMINIUM
ARTICLES OF INCORPORATION
BY-LAWS

RECREATIONAL FACILITY LEASE
RULES AND REGULATIONS

OF

BOCA BAYOU (PHASE ONE), a condominium

WHEREAS, the Declaration of Condominium, Articles of Incorporation, By-Laws, Recreational Facility Lease and Rules and Regulations of BOCA BAYOU (PHASE ONE), a condominium, were recorded September 29, 1971 in Official Records Book 1937 at Page 222, et seq. of the Public Records of Palm Beach County, Florida, and

WHEREAS, at a special meeting held the 21st day of March, 1972, seventy-five (75%) percent of the Directors and seventy-five (75%) percent of the apartment owners and their mortgagees approved the following amendments to the Declaration of Condominium, Articles of Incorporation, By-Laws, Recreational Facility Lease and Rules and Regulations;

NOW, THEREFORE, the following documents of BOCA BAYOU (PHASE ONE), a condominium, are hereby amended as follows:

DECLARATION OF CONDOMINIUM

ARTICLE III, Page 3, Paragraph 3.4 is hereby amended as follows:

3.4 Association: The Association means BOCA BAYOU CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, and its successors.

ARTICLE VI, Page 11, Paragraph 7 is hereby amended as follows:

Paragraph-II shall be substituted for "Paragraph 2".

ARTICLE VIII, Page 12, Paragraph 1, "Boca Bayou Condominium Association, Inc." shall be substituted per "Boca Bayou (Phase One) Condominium Association, Inc."

ARTICLE XI, Page 20, Paragraph 4, shall be amended by adding thereto the following:

The owners of the apartments in BOCA BAYOU (PHASE ONE) CONDOMINIUM shall be responsible for the total maintenance and repair of the common elements of this condominium. Assessments for common expenses for the maintenance and repair of the leased recreation facility shall be the responsibility of all the condominiums in BOCA BAYOU as set forth in the Articles of Incorporation as amended and the By-Laws as amended. This condominium, BOCA BAYOU (PHASE

PREPARED BY:
DAVID S. SWAN
3081 E. COMMERCIAL BLVD
FT. LAUDERDALE, FLA. 33301

2-42038 PAGE 1266

ONE), a condominium, shall be responsible for the maintenance of the leased recreation areas based on a proportion of the number of its apartments as to the total number of apartments in BOCA BAROU. For example, if there are 200 apartments constructed upon the land as set forth in the Articles of Incorporation, then this condominium, BOCA BAYOU (PHASE ONE), a condominium, shall be responsible for 66/200ths of the common expenses attributable to the maintenance of the leased recreation area.

Article XX, Paragraph 1 shall be amended as follows:

For so long as the Developer owns one or more apartments, a majority of the Board of Directors of the Association shall be elected by the Developer in accordance with the Articles of Incorporation as amended and the By-Laws of the Association as amended and such members as may be elected by the Developer need not be residents of the buildings but in no event shall the Developer elect a majority of the Board of Directors after January 1, 1977.

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 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 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 aforescribed 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 aforescribed 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.



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 intersection 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 aforescribed 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 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 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 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 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.

Patricia J. Wilkerson
SECRETARY

Approved:

James H. [Signature]
PRESIDENT

RECREATIONAL FACILITY LEASE

The leased land shall be amended to include the following:

Tracts "C", recreation-leased area described and shown on Exhibit "A", Pages 3, 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."

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.

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

John W. Van Aken
Vice President

James H. Hays
President

ATTEST: Douglas H. Thayer
Secretary

ATTEST: Peter J. Muehlen
Secretary

(SEAL HERE)

(SEAL HERE)

RULES AND REGULATIONS

The Rules and Regulations recorded in Official Records Book 1937 at Pages 280 and 281 of the Public Records of Palm Beach County, Florida, are hereby deleted and hereby declared null and void. 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, the 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 on the 21st day of March, 1972.

ATTEST:

BY

SECRETARY

PRESIDENT

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 James L. Spung and Peter J. Milobar, 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. 25, 1974
Bonded by American Bankers Insurance Co.

Seal Here

NOTARY PUBLIC

203841278

Recorded in B-1-104-6
Record Verified
Palm Beach County, Fla.
John D. Bunker
Notary Public

119117

AMENDMENT TO RECREATIONAL FACILITY LEASE

THIS AMENDMENT made this 26th day of November, 1974 by and between Multicon Developments, Inc., an Ohio corporation, hereinafter called "Lessor" and Boca Bayou Condominium Association, Inc., a Florida corporation, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, the original Recreational Facility Lease was executed July 19, 1971 and recorded September 29, 1971 in Official Records Book 1937 at Page 194 of the Public Records of Palm Beach County, by and between Multicon Properties, Inc., an Ohio corporation and Boca Bayou (Phase One) Condominium Association, Inc., a Florida corporation, which Recreational Facility Lease was amended by instrument recorded July 31, 1972 in Official Records Book 2038 at Page 1266 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Multicon Properties, Inc., assigned their interest in said Lease to Lessor by instrument recorded September 4, 1973 in Official Records Book 2208 at Page 1591 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Lessee has changed its corporate name by virtue of instrument filed June 13, 1972 with the Office of the Secretary of State of the State of Florida and by virtue of the document recorded July 31, 1972 in Official Records Book 2038 at Page 1266 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the parties hereto are desirous of amending said Lease;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereto agree to further amend said Lease as follows:

1. Article IX - USE OF PREMISES is hereby amended as follows:

"The Lessee covenants and agrees that during the term of this Lease the property covered by this Lease shall be used solely for recreational purposes or parking, as the property shall dictate, for the use and benefit of the members of any Condominium constructed in the BOCA BAYOU Project on the property described in Official Records Book 1937 at Page 232 of the Public Records of Palm Beach County, Florida, or their authorized sublessees, guests or licensees. The Lessee further covenants and agrees that during the term hereof it will not permit the demised premises to be used for any illegal or immoral purpose, business or occupation; provided that a violation of this Paragraph shall operate as a breach of the Lease only in that the property herein described shall be closed or abated by the proper legal authorities for any illegal or immoral purpose, business or occupation, and Lessee has failed to abate such conditions, or has failed to take reasonable steps to obtain such abatement, within thirty (30) days after such closing. In the event of such failure on the part of the Lessee, and the exercise of Lessor's option to treat the same as breach of the Lease, such breach and the right to terminate shall exist only after the expiration of thirty (30) days written notice and demand for the abatement of such conditions."

2. Paragraph K on page 64 is hereby amended as follows:

"The Lessor is the Developer of a condominium apartment project known as BOCA BAYOU, of which the demised premises are a part, and the Lessor has constructed or may construct on said premises apartment buildings and other improvements containing condominium units, portions of which premises, proposed buildings and improvements have prior to the recording of this Lease been dedicated and submitted to the condominium form of ownership under Chapter 711, Florida Statutes 1969 as amended, and title to all of the individual condominium units with all appurtenances thereto has vested in the Lessor. The Lessor herein, as the owner of all of said units, will ultimately convey the same to third persons for their individual use. The recreational and parking facilities which are located upon the premises covered by this Lease shall be for the use and benefit of the owners or owner of said individual condominium apartments, and are of a special character permitting the use and enjoyment of said improvements only by the owner or owners of said condominium apartment units."

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REC-2371 PAGE 373

3. Page 65, the last paragraph on said page is hereby amended as follows:

"The lien herein granted to Lessor shall be enforceable by the Lessor against each of the individual condominium apartments and appurtenances thereto in any BOCA BAYOU condominium in the BOCA BAYOU Project, in the same manner as mortgages are foreclosed in the State of Florida, and the Lessor herein shall be entitled to the enforcement in said proceedings of any sums due under this Lease, plus interest thereon, as provided in this Lease, together with any costs incurred by Lessor and a reasonable attorney's fee for enforcing said lien. The remedy herein granted to the Lessor shall not be exclusive of any other remedy elsewhere provided in this Lease."

4. Page 70, Article XXVIII, COVENANTS IN FAVOR OF MORTGAGE LENDER is hereby amended as follows:

"To induce any bank, life insurance company, savings and loan association, or real estate investment trust, herein called "Lender", to make individual mortgage loans on any condominium in the BOCA BAYOU Project, Lessor and Lessee covenant and agree as follows:

- A. In the event that Lender shall now or hereafter make, in its ordinary course of business any mortgage loans on any individual condominium unit in the Boca Bayou Project for the purpose of financing the acquisition thereof, or for refinancing the same for the owner of any such apartment unit, and should there subsequently be a default in any such individual mortgage as the result of which the Lender acquires any such apartment unit by foreclosure or by deed in lieu of foreclosing, then, and in that event, the basic monthly rent due hereunder to Lessor (exclusive of taxes, insurance and maintenance) shall be reduced by a monthly sum equal to the amount arrived at when one-twelfth (1/12th) of the total annual basic rent due under this Lease is divided by the total number of condominium units then existing in any Boca Bayou Condominium. This reduction in basic rent shall terminate upon the date that any such apartment unit acquired by Lender is disposed of by it in any manner, or when any such apartment unit is leased to any person, firm or corporation.
- B. Lessee agrees that whenever it is entitled to a reduction in basic rent by reason of above paragraphs of this Article, that such reduction shall be applied in direct reduction of the monthly assessment required to be collected from the Lender as the owner of any apartment unit, and that such reduction shall not be passed on generally to the members of the Lessee.
- C. By the foregoing provisions of this Article, it is intended that Lender, while it is the owner and holder of any vacant apartment unit or units in the BOCA BAYOU Project, acquired as aforesaid, shall not be required to bear its proportionate share of the basic rental reserved under this Lease.
- D. No provisions of this Lease materially affecting an institutional mortgagee may be changed without the express written consent of all such mortgagees of record."

All provisions of the said original Recreational Facility Lease are incorporated herein and are hereby modified or supplemented to conform herewith, but in all other respects are to be and shall continue to be in full force and effect.

2371 PAGE 374

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

[Signature]
M. Kathryn Judd
[Signature]
William H. Williams

MULTICON DEVELOPMENTS, INC.,
an Ohio corporation

BY: [Signature]

BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation,

BY: [Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared John B. Demhardt as President of MULTICON DEVELOPMENTS, INC., an Ohio corporation, who, after being duly sworn, acknowledged that he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this 26th day of November, 1974.

M. Kathryn Judd
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 23, 1977
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority personally appeared Alfred J. Miller as President of BOCA BAYOU CONDOMINIUM ASSOCIATION, INC., a Florida corporation, who after being duly sworn, acknowledged that he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this 26th day of November, 1974.

M. Kathryn Judd
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 23, 1977
Bonded by American Fire & Casualty Co.

This instrument was Prepared by
JOHN HUME
NAME
5100 N. 7th Hwy
ADDRESS
FT. LAUDERDALE, FLA.
CITY AND STATE

RECORDED 2371 PAGE 375

Recorded in 8 R Book 8
Record verified
Palm Beach County, Fla.
John S. Smith
Black Street Court

DECLARATION OF ADDITIONS TO RECREATIONAL

43447

FACILITY LEASE

THIS DECLARATION entered into this 7 day of May, 1975 by and between MULTICON DEVELOPMENTS, INC., an Ohio Corporation, its grantees, successors or assigns, hereinafter referred to as "Lessor", and BOCA BAYOU CONDOMINIUM ASSOCIATION, INC., a Florida corporation hereinafter referred to as "Lessee",

WITNESSETH:

WHEREAS, Lessor entered into a Recreational Facility Lease with Lessee, which Recreational Facility Lease was recorded in Official Records Book 1937, Page 194, of the Public Records of Palm Beach County, Florida, as amended by instrument dated March 21, 1972, recorded in Official Records Book 2038 at Page 1276 of the Public Records of Palm Beach County, Florida, and as further amended by instrument dated November 26, 1974, recorded November 27, 1974 in Official Records Book 2371 at Page 373 of the Public Records of Palm Beach County, Florida, and

WHEREAS, Lessor is the developer of the BOCA BAYOU Project, hereinafter referred to as the "Project", a multi-phased condominium being developed upon the real property described in Exhibit 'G' to the Declaration of Condominium of BOCA BAYOU (Phase One), a condominium, as recorded in Official Records Book 1937, Page 232, of the Public Records of Palm Beach County, Florida, and

WHEREAS, under the plan of development for the Project and the provisions of the Recreational Facility Lease, Lessor may, from time to time declare additional lands and/or improvements thereon to be part of the property demised under the lease, hereinafter referred to as the Demised Premises, and may extend rights of use in and to the Demised Premises and such additional lands and/or improvements to other parties acquiring an interest in the Project, and

Prepared By & Return To:
JOHN HUME
Law Offices
GRAHAM, HODGE, SWAN & LARSON, P.A.
5100 N. Federal Hwy.
Ft. Lauderdale, Fla. 33308
Phone: 771-4790

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WHEREAS, Lessor has completed development of the first phase of the Project and has developed additional parcels of land within the Project, which includes the condominium property comprising BOCA BAYOU II, a condominium, pursuant to the Declaration of Condominium thereof recorded in Official Records Book 2063, page 1780 through 1829, as amended in Official Records Book 2376, page 132 through 134, of the Public Records of Palm Beach County, Florida, and BOCA BAYOU III, a condominium, pursuant to the Declaration of Condominium thereof recorded in Official Records Book 2365, pages 1652 through 1709, and also includes real property upon which appurtenances and facilities have or are being developed, such real property to be described on Exhibit A attached hereto and hereinafter referred to as "Additional Demised Premises", and

WHEREAS, Lessor desires hereby to declare the Additional Demised Premises to be part of the Demised Premises and does agree to grant co-extensive rights of use in and to the Demised Premises and such Additional Demised Premises to all members of the Lessee, and

WHEREAS, Lessee desires to acquire co-extensive rights of use in and to the Demised Premises and the Additional Demised Premises for the benefit of the Lessee and its members, the unit owners in BOCA BAYOU (Phase One), a condominium, BOCA BAYOU II, a condominium, and BOCA BAYOU III, a condominium, and

WHEREAS, it is the desire of the parties hereto that each unit owner whose unit is contiguous to a dock area have an easement for the exclusive use of that portion of the dock which abuts his unit,

NOW, THEREFORE, in consideration for the payment of rent and the sharing in expenses of operating and maintaining the Demised Premises and in consideration for the granting of rights of use and other rights herein granted, the parties hereto agree as follows:

1. Grant of Easement

The Lessor, as Grantor, does hereby grant, bargain, sell, and convey to the owners of those units listed in Exhibit B, attached hereto and by reference made a part hereof, as Grantees, an easement for the exclusive use of that certain dock space, appearing opposite each respective unit, all as more particularly described in Exhibit B, attached hereto and by reference made a part hereof, subject to the following conditions:

a. Each Grantee, in consideration for the granting of this easement, shall pay to the Lessee that percentage of the cost of maintaining the recreation area which is attributable to that certain dock space to which an easement is herein granted.

b. Each Grantee shall use said dock space solely for the purpose of mooring a private pleasure craft, in accordance with the rules and regulations promulgated by the Lessee.

c. This easement is appurtenant to each unit indicated on Exhibit B, and shall pass with the title to said unit to any subsequent Grantee.

Lessee does hereby ratify, confirm and consent to the granting of said easements as to any such dock spaces within the Demised Premises under the Recreational Facility Lease and does subordinate said Lessee's interest in and to said Demised Premises and the Additional Demised Premises.

2. Declaration of Additional Lands

In accordance with the Recreational Facility Lease, Lessor hereby declares the Additional Demised Premises, together with all tenements, hereditaments and appurtenances thereunto belonging or in any way incident or appertaining (save and except the rent and other amounts due to the Lessor by the Lessee) to be part of the Demised Premises subject to and under the provisions of the Recreational Facility Lease and any amendments thereto as fully as though such Additional Demised Premises were included within the description of the Demised Premises in the Recreational Facility Lease as originally executed, but subject to the Easements granted in Paragraph 1, above.

3. Severability

If any of the provisions of this Declaration, the Recreational Facility Lease or the application thereof be and is for any reason held or declared to be inoperative or void, such holding will not affect the remaining portions of this Declaration and it shall be construed to have been the intent of the parties hereto to agree to this Declaration without such inoperative or invalid part therein and the remainder of this Declaration shall be deemed and held to be valid as if such excluded portion had never been included herein.

4. Inconsistencies

In the event of any inconsistencies between the provisions of the Recreational Facility Lease and this Declaration the provisions of the Recreational Facility Lease shall prevail which Lease is incorporated herein by reference and the terms of which are hereby reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration the day and year first above written.

Witnesses:

MULTICON DEVELOPMENTS, INC., an Ohio corporation

Christie E. Carlson
Notary Public

By: John B. Reinhardt (SEAL)

Christie E. Carlson
Notary Public

BOCA BAYOU CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

By: John B. Reinhardt (SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of May, 1975, by John B. Reinhardt of MULTICON DEVELOPMENTS, INC., an Ohio corporation authorized to do business in the State of Florida, on behalf of the corporation.



Christie E. Carlson
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 13, 1977

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of May, 1975, by John B. Reinhardt of BOCA BAYOU CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.



Christie E. Carlson
Notary Public

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 13, 1977

EXHIBIT "A"

A tract of land lying in Section 31, Township 47 South, 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, 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 North $89^{\circ}10'50''$ East 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 bearing of South $37^{\circ}18'30''$ West along the East right-of-way line of Old Dixie Highway a distance of 141.43 feet to a point, thence with a bearing of South $52^{\circ}41'30''$ East a distance of 341 feet to a point; thence with a bearing of South $37^{\circ}18'30''$ West a distance of 55.10 feet to a point; thence with a bearing of South $52^{\circ}41'30''$ East a distance of 48.94 feet to the point of beginning, thence with a curve to the left having a tangent bearing of North $39^{\circ}16'47''$ East a radius of 25 feet subtended by an angle of $1^{\circ}58'17''$ an arc distance of 0.86 feet to a point of tangency, thence with a bearing of North $37^{\circ}18'30''$ East a distance of 9.64 feet to a point of curvature, thence with a curve to the right having a radius of 25 feet subtended by an angle of $90^{\circ}0'0''$ an arc distance of 39.27 feet to a point of tangency; thence with a bearing of South $52^{\circ}41'30''$ East a distance of 265.28 feet to a point of curvature; thence along a curve to the left having a radius of 25 feet subtended by an angle of $52^{\circ}18'30''$ an arc length of 22.82 feet to a point of tangency; thence with a bearing of South $75^{\circ}0'0''$ West a distance of 29.62 feet to a point; thence with a bearing of South $55^{\circ}56'50''$ West a distance of 135.96 feet to a point of curvature; thence along a curve to the left having a tangent bearing of North $55^{\circ}56'50''$ East a radius of 25 feet, subtended by an angle of $63^{\circ}38'20''$ an arc distance of 27.77 feet to a point of tangency; thence with a bearing of North $7^{\circ}41'30''$ West a distance of 23.43 feet to a point of curvature; thence along a curve to the left having a radius of 25 feet subtended by an angle of $45^{\circ}0'0''$ an arc distance of 19.63 feet to a point of tangency; thence with a bearing of North $52^{\circ}41'30''$ West a distance of 194.91 feet to a point of curvature; thence along a curve to the left a radius of 25 feet, an angle of $36^{\circ}52'12''$ an arc distance of 16.08 feet to the point of tangency; thence with a bearing of North $89^{\circ}33'42''$ West a distance of 154.17 feet to a point of curvature; thence along a curve to the left having a radius of 25 feet subtended by an angle of $53^{\circ}07'48''$ an arc distance of 23.18 feet to a point of tangency; thence with a bearing of South $37^{\circ}18'30''$ West a distance of 62.50 feet to a point of curvature; thence along a curve to the right having a radius of 25 feet subtended by an angle of $90^{\circ}0'0''$ an arc distance of 39.27 feet to a point tangency; thence with a bearing of North $52^{\circ}41'30''$ West a distance of 45 feet to a point of curvature; thence along a curve to the right having a radius of 25 feet subtended by an angle of $90^{\circ}0'0''$ an arc distance of 39.27 feet to a point of tangency; thence with a bearing of North $37^{\circ}18'30''$ East a distance of 128.00 feet to a point of curvature; thence along a curve to the right having a radius of 25 feet subtended by an angle of $90^{\circ}0'0''$ an arc distance of 39.27 feet to a point of tangency; thence with a bearing of South $52^{\circ}41'30''$ East a distance of 119.64 feet to a point of curvature; thence along a curve to the left having a radius of 25 feet subtended by an angle of $45^{\circ}0'0''$ an arc distance of 19.63 feet to a point; thence with a bearing of North $82^{\circ}18'30''$ East a distance of 85.35 feet to a point of curvature; thence along a curve to the left having a radius of 25 feet subtended by an angle of $43^{\circ}01'43''$ an arc distance of 18.77 feet to the point of beginning.

EXHIBIT "A"
(Continued)

PLUS

A tract of land lying in Section 31, Township 47 South, 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, 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 North 89°10'50" East 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 bearing of South 37°18'30" West along the East right-of-way of Old Dixie Highway a distance of 141.43 feet to a point; thence with a bearing of South 52°41'30" East a distance of 82.80 feet to a point, said point being the point of beginning; thence with a bearing of North 37°18'30" East a distance of 46.50 feet to a point; thence with a bearing of South 52°41'30" East a distance of 20 feet to a point; thence with a bearing of North 37°18'30" East a distance of 34 feet to a point; thence with a bearing of South 52°41'30" East a distance of 66.16 feet to a point; thence with a bearing of North 37°18'30" East a distance of 30.49 feet to a point; thence with a bearing of South 52°41'30" East a distance of 157.17 feet to a point; thence with a bearing of South 37°18'30" West a distance of 64.49 feet to a point; thence with a bearing of North 52°41'30" West a distance of 200.13 feet to a point; thence with a bearing of South 37°18'30" West a distance of 46.50 feet to a point; thence with a bearing of North 52°41'30" West a distance of 43.20 feet more or less to the point of beginning;

EXHIBIT "A"
(Continued)

PLUS

A tract of land lying in Section 31, Township 47 South, 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, 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. $89^{\circ} 10' 50''$ 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 bearing of S. $37^{\circ} 18' 30''$ W. along the East right-of-way line of Old Dixie Highway a distance of 141.43 feet to a point; thence with a bearing of S. $52^{\circ} 41' 30''$ E. a distance of 82.80 feet to a point; thence with a bearing of N. $37^{\circ} 18' 30''$ E. a distance of 46.50 feet to a point; thence with a bearing of S. $52^{\circ} 41' 30''$ E. a distance of 20.00 feet to a point; thence with a bearing of N. $37^{\circ} 18' 30''$ E. a distance of 34.00 feet to a point; thence with a bearing of S. $52^{\circ} 41' 30''$ E. a distance of 66.16 feet; thence with a bearing of N. $37^{\circ} 18' 30''$ E. a distance of 30.49 feet to a point; thence with a bearing of S. $52^{\circ} 41' 30''$ E. a distance of 75.00 feet to a point; said point being the Point of Beginning; thence with a curve to the left, having a tangent bearing of S. $52^{\circ} 41' 30''$ E. a radius of 25.00 feet, an arc length of 39.27 feet to a point; thence with a bearing of N. $37^{\circ} 18' 30''$ E. a distance of 99.05 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 N. $82^{\circ} 18' 30''$ E. a distance of 70.49 feet to a point; thence with a bearing of S. $37^{\circ} 18' 30''$ W. a distance of 191.58 feet to a point; thence with a bearing of N. $52^{\circ} 41' 30''$ W. a distance of 82.17 feet, more or less to the Point of Beginning.

PLUS

A tract of land lying in Section 31, Township 47 South, 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. $89^{\circ} 10' 50''$ 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 bearing of S. $37^{\circ} 18' 30''$ W. along the East right-of-way line of Old Dixie Highway a distance of 459.04 feet to a point; thence with a bearing of S. $52^{\circ} 41' 30''$ E. a distance of 230.00 feet to a point, said point being the Point of Beginning; thence with a curve to the left having a tangent bearing of S. $52^{\circ} 41' 30''$ E. a radius of 25.00 feet, an arc length of 39.27 feet to a point; thence with a bearing of N. $37^{\circ} 18' 30''$ E. a distance of 24.58 feet to a point; thence with a curve to the right having a radius of 25.00 feet, an arc length of 18.40 feet to a point; thence with a bearing of N. $79^{\circ} 28' 07''$ E. a distance of 125.94 feet to a point; thence with a bearing of S. $37^{\circ} 18' 30''$ W. a distance of 159.71 feet to a point; thence with a bearing of N. $52^{\circ} 41' 30''$ W. a distance of 116.00 feet more or less to the Point of Beginning.

EXHIBIT "A"
(continued)

PLUS

A tract of land lying in Section 31, Township 47 South, 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 intersection of the South right-of-way line of Royal Palm Way and the West right-of-way line of U.S. No. 1 (Federal Highway); thence with an assumed bearing of Due South along the West right-of-way line of U.S. No. 1 a distance of 324.11 feet to the Point of Beginning; thence continue along the aforementioned course a distance of 146.00 feet to a point; thence with a bearing of Due West, a distance of 174.57 feet to a point; thence with a bearing of Due North a distance of 146.00 feet to a point; thence with a bearing of Due East a distance of 174.57 feet more or less to the Point of Beginning.

PLUS

Those certain dock spaces indicated as A, B, C and D as shown on page 3 of Exhibit "A" to the Declaration of Condominium of Boca Bayou (Phase One), a condominium, which Declaration of Condominium was recorded September 29, 1971, in O.R. Book 1937 at Page 144 of the Public Records of Palm Beach County, Florida.

PLUS

A tract of land lying in Section 31, Township 47 South, 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 intersection of the South right-of-way line of Royal Palm Way and the West right-of-way line of U.S. No. 1 (Federal Highway); thence with an assumed bearing of Due South along the West right-of-way line of U.S. No. 1 a distance of 470.11 feet to the Point of Beginning; thence continue along the aforementioned course a distance of 60.00 feet to a point; thence with a bearing of Due West, a distance of 30.00 feet to a point; thence with a bearing of N. 46° 07' 20" W., a distance of 60.00 feet to a point; thence with a bearing of Due North a distance of 18.40 feet to a point; thence with a bearing of Due East a distance of 73.65 feet more or less to the Point of Beginning.

Containing 0.080 Acres more or less and subject to easements and rights-of-way of record.

EXHIBIT "B"

The following are the units appurtenant to which easements have been granted in the attached Declaration of Additions to Recreational Facility Lease for the exclusive use of certain dock spaces which are designated below:

BOCA BAYOU (PHASE ONE)

<u>Unit #</u>	<u>Dock Space*</u>
3101	A
3102	B
3103	C
3105	D

Dock spaces referred to herein are those dock spaces so designated in Exhibit "A", Page 3, recorded in Official Records Book 1937 at Page 177 of the Public Records of Palm Beach County, Florida.

BOCA BAYOU II

<u>Unit #</u>	<u>Dock Space</u>
4101	4101-D
4104	4104-D
4105	4105-D
4107	4107-D
4108	4108-D
6101	6101-D
6102	6102-D
6103	6103-D
6105	6105-D
6106	6106-D
6108	6108-D
6109	6109-D
6110	6110-D
6111	6111-D

*Dock spaces referred to herein are those dock spaces adjacent to the respective unit and contained within the area bounded by an imaginary extension line of the side perimeter walls of each respective unit.

BOCA BAYOU III

<u>Unit #</u>	<u>Dock Space</u>
8101	8101-D
8102	8102-D
8103	8103-D
8104	8104-D
8106	8106-D
8107	8107-D
9101	9101-D
9102	9102-D
9103	9103-D
9105	9105-D
10101	10101-D
10102	10102-D
10104	10104-D
10105	10105-D
11101	11101-D
11102	11102-D
12101	12101-D
12102	12102-D
12103	12103-D
12105	12105-D
12106	12106-D

Each of the Boca Bayou III dock spaces listed above is immediately adjacent to the corresponding Unit, and is so designated on Exhibit "A" to the Declaration of Condominium of Boca Bayou III, a condominium, as recorded in Official Records Book 2365, Pages 1687 through 1703 of the Public Records of Palm Beach County, Florida.

Prepared By & Return To:
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