



Boca Bayou Condominium Association, Inc.

Thirty Royal Palm Way
Boca Raton, Florida 33432
(561) 392-5540

PHASE III

113028

DECLARATION OF CONDOMINIUM
OF
BOCA BAYOU III
A CONDOMINIUM
BOCA RATON, FLORIDA

I. PURPOSE AND PREAMBLE

WHEREAS, MULTICON DEVELOPMENTS, INC., an Ohio corporation, hereinafter referred to as DEVELOPER, as owner in fee simple of the property hereinafter described, has caused to be constructed thereon a multi-family dwelling complex consisting of 165 condominium units together with public rooms and other appurtenances and facilities, all as hereinafter described; and

WHEREAS, it is the intent of the Developer to subdivide said property into 165 separate parcels of real property subject to the conditions and limitations and restrictions contained in this Declaration of Condominium; and

WHEREAS, this condominium form of ownership will allot to each owner the individual ownership of a certain designated condominium parcel which includes, but is in no way limited to, the exclusive ownership of a designated apartment unit together with an undivided interest in and to all of the common elements and other property, which Condominium Parcel is specifically described in and is subject to this Declaration of Condominium; and

WHEREAS, it is desirable and necessary to create a means by which the intent and purpose of this condominium form of ownership may be carried through:

NOW THEREFORE, the Developer on behalf of itself and its successors, grantees and assigns, does hereby declare that the lands hereinafter described, from and after the date of the recording of this Declaration in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, shall be dedicated and submitted to the condominium form of ownership as legally authorized by the legislature of the State of Florida pursuant to the provisions of Chapter 711, Florida Statutes 1973, as amended, in accordance with the terms and conditions of this Declaration hereinafter set forth, and the same shall continue in existence until this Declaration is terminated or abandoned in accordance with the provisions herein contained and in conformance with the laws of the State of Florida.

II. NAME AND LEGAL DESCRIPTION

The name by which this Condominium is to be identified is BOCA BAYOU III, a condominium, hereinafter called the "Condominium" and its address is 2 Royal Palm Way, Boca Raton, Florida.

The legal description of the Condominium Property is as set forth on Exhibit "A", page 1, attached hereto and by reference made a part hereof.

Prepared By & Return To:

DAVID J. SWAN

Law Offices

GRAHAM, HOGG, SWAN & LARSON, P.A.

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- C. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of the building or within interior boundary walls and all such facilities contained within an apartment which service either part or parts of the building or which service part or parts of the Condominium other than the apartment within which contained;
 - D. All damage done as a result of and incident to the repair of any of these facilities, which damage shall be repaired as promptly as possible so as not to inconvenience the Condominium Owners;
 - E. All costs of maintenance, operation, insurance, taxes, and all other obligations of the lessee in the Recreational Facility Lease which are incurred or become the obligation of the Association by virtue of said lease.
 - F. All of the above items A through E shall be maintained, repaired and replaced in a first class manner in keeping with the original appearance of said buildings. This provision is a covenant for the benefit of all apartment owners and their mortgagees and may be enforced by appropriate legal action to secure performance in accordance with these documents.
2. Each apartment owner, individually, shall have the responsibility and bear the expense of the following:
- A. To maintain, repair, and replace all portions of the apartment except portions to be maintained, repaired and replaced by the Association.
 - B. To promptly perform his responsibility in such a manner and at such times of day as to not interfere with other Apartment Owners in the building and their enjoyment of their respective apartments.
 - C. Not to paint or otherwise decorate, change, alter or modify the appearance of any portion of the building, not contained within the walls of the apartment, unless the prior written consent of the Association is obtained.
 - D. To promptly report to the Association or its agent any defect or deficiency which may need repair, the responsibility for the remedy of which is with the Association as above stated.
 - E. Not to make any structural or any other changes, modifications or alterations to any portion of the apartment or the building which is designated to be maintained by the Association or to remove any portion thereof or do any other act which may jeopardize or impair the safety or soundness of the building without first obtaining written consent from the Board of Directors of the Association together with all mortgagees of each unit to be affected;
 - F. Not to interfere with or impair any easement through, over or around his apartment without first obtaining prior written consent of the Association.

3. Nothing herein contained shall be construed:
 - A. To impose a contractual liability upon the Association for maintenance, repair, and replacement of the interior of any apartment, it being understood that the liability or responsibility of the Association for the interior of any apartment shall be limited to damages actually caused as a result of the Association's negligence;
 - B. To cause the Association to be obligated for damage caused by the negligence of any owner, his respective family, lessee, invitee, or guest, but rather these persons shall be liable and responsible for any damages they may cause to any individual Apartment Owner's property together with any damage which they may cause to the Common Elements.

VI. OWNERSHIP OF CONDOMINIUM PARCELS

Ownership of each Condominium Parcel shall include the following interests, rights, easements, appurtenances, and privileges in and to the Condominium Property:

1. Real Property: Each Condominium Parcel together with all appurtenances thereto, shall for all purposes, constitute a separate parcel of real property which shall contain all the rights, privileges and characteristics of real property such as the right to own in fee simple, the right to convey or transfer, and the right to encumber. Conveyance, transfer or encumbrance shall be accomplished in the same manner as any other real property, subject only to the provisions and restrictions and conditions as contained in the Condominium Documents.
2. Possession: Each Apartment Owner shall be entitled to the exclusive possession of his Apartment.
3. Boundaries: Each Apartment shall be bounded as to both horizontal and vertical boundaries as shown in the architect's plans, subject to such encroachments as are contained in the building, whether the same exist now or are created by construction, settlement or movement of building, or permissible repairs, reconstruction or alteration.
 - A. Vertical Boundaries:
 - 1) the upper boundary shall be the horizontal plane of the lower surface of the concrete slab above and abutting the Apartments;
 - 2) the lower boundary shall be the horizontal plane of the upper surface of the concrete slab, below and abutting the Apartments.

B. Horizontal Boundaries:

- 1) The interior boundary shall be the vertical planes of the center line of the wall bounding the apartment, extended to intersections with other perimetrical boundaries with the following exceptions:

- a) when walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of the intervening column or shaft;
- b) when walls of different thickness abut with a flush side so that their center lines do not intercept, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half (1/2) the thickness of the thinner wall and the boundary shall then run at a right angle to the plane of the center line of the thicker wall.

- 2) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of the ground floor Apartment, such boundaries shall include the terraces, and covered walkways serving such Apartment.

4. Appurtenances: Each Apartment shall include certain inseparable appurtenances which may or may not be individually described, conveyed or encumbered. All rights, title and interest in the inseparable appurtenances shall pass with each Apartment, including but not limited to the following:

- A. Limited Common Elements: Each Apartment shall have the exclusive right and use of one parking space. Extra parking spaces shall be controlled by the Board of Directors of the Association and may be assigned for guest parking or may be leased to owners on an annual basis at a cost to be determined by said Board.

Each Apartment Owner shall additionally have the exclusive right and use of one storage closet. Said storage closet shall bear the same number as the Owner's Apartment.

Certain Apartments shall have the exclusive right and use of a patio area immediately adjacent to the Apartment. This paragraph shall apply to the following Apartments:

8101	9102	11101
8102	9103	11102
8103	9105	12101
8104	10101	12102
8106	10102	12103
8107	10104	12105
9101	10105	12106

- B. General Common Elements: The general Common Elements shall consist of all parts of the Condominium not included within the individual Apartments or within a limited Common Element. The ownership of each Apartment shall include, and there shall pass with the sale of each Apartment as appurtenances thereto, whether or not separately described, all of the right, title and interest of an Apartment Owner in his undivided share of the general Common Elements of Condominium Property. Each Apartment Unit shall have an undivided share in the common areas, facilities and elements of the Condominium and each Apartment Unit shall bear an undivided share of the Common Expenses of the Condominium and shall have an undivided share in the Common Surplus of the Condominium. The undivided share in the Common Elements, Common Expenses, and Common Surplus assigned to each Apartment and the undivided share of the rental due under the recreational facility lease allocated to each Apartment shall be proportionate to the Owner's percentage of ownership as shown in Exhibit "B" attached hereto.
- C. All of the above appurtenances, however, shall be and continue to be subject to any easement for the benefit of other Apartments. However, this easement shall not apply to those patio areas mentioned in Paragraph A., above.
5. Easements for the Benefit of the Apartment Owner: The following easements from each Apartment Owner to each other Apartment Owner and to the Association are hereby granted:
- A. Easement to Air Space: The appurtenances shall include an exclusive easement for the use of the air space occupied by the Apartment as it exists at any particular time and as the Apartment may be altered or reconstructed from time to time which easement shall be terminated automatically in any air space which has been vacated from time to time.
- B. Ingress and Egress: Easements through the common areas for ingress and egress shall continue for all Apartment Owners, provided, however, their use of the Common Elements is in accordance with the terms and conditions of the Condominium Documents.
- C. Structural Support: Every portion of an Apartment contributing to the support of the apartment building shall be burdened with an easement of support for the benefit of all Apartments and Common Elements contained in the building.
- D. Utilities: Easements through the Apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Apartments and Common Elements, provided, however, that such easements through an Apartment shall be only according to the plans and specifications for the apartment building unless otherwise approved in writing by the Owner of the Apartment Unit.

- E. Emergency Easements for Ingress and Egress: Over, through and around other Apartments, balconies, terraces whenever an emergency exists and the circumstances dictate.
6. Certain Apartment Owners are hereby granted an exclusive easement for use of the dock space immediately appurtenant to their Apartment and designated on the attached Exhibit "A". This easement is to run with the Apartment so designated and shall not run with any other Apartment. Each such Apartment Owner shall be responsible for the maintenance, repair and replacement of the dock which is appurtenant to his Apartment. These docks will be maintained, repaired and replaced at the discretion of the Association, which will in turn charge the appropriate Apartment Owner for his pro rata share of such maintenance, repair and replacement, plus any liability insurance deemed necessary by the Association. This paragraph shall apply to the Apartments listed in Paragraph VI. 4. A.
7. Voting Rights: Each Apartment Owner is entitled to one vote for each Apartment owned by him.
8. As subsequent phases of the BOCA BAYOU Project are constructed on the additional property described in Official Records Book 1937 at Page 232 of the Public Records of Palm Beach County, Florida, there is hereby reserved over, across and through the Condominium Property, an easement for the use and benefit of the Apartment Owners in the subsequent phases to gain access to the recreational area described in the Recreational Facility Lease, recorded in Official Records Book 1937 at Page 194, as amended in Official Records Book 2038, Page 1266, of the Public Records of Palm Beach County, Florida. The areas affected by this easement are confined to established walkways, pathways, sidewalks or driveways within the Common Elements of BOCA BAYOU III, a condominium. This easement shall inure to the benefit of Apartment Owners as aforesaid but only in the event and to the extent that they are entitled to the benefits of the recreational facility lease referred to in the following paragraph.
9. An easement is hereby granted to all Unit Owners of BOCA BAYOU (PHASE ONE), a condominium, and BOCA BAYOU II, a condominium, over, across and through the Condominium Property, subject to limitations as set forth above.

VII. POWER TO LEASE

Vested in the Association is the power to execute and enter into on behalf of the Unit Owners and the Association a Ninety-Nine (99) Year Lease of certain lands and improvements, as more particularly described in that certain Recreational Facility Lease, recorded in Official Records Book 1937 at Page 194, as amended in Official Records Book 2038, Page 1266, of the Public Records of Palm Beach County, Florida. The cost of insurance, taxes, and all other expenses which the

Association, as Lessee, has obligated itself to pay under said lease shall be Common Expenses of the Association, and the Association shall provide therefor in the annual budget of the Association. The sum for which each Apartment Owner shall be liable shall be that sum as set forth in the Recreational Facility Lease and it shall be the responsibility of the Association to collect from each Apartment Owner this sum. The Lessor under the terms of the Lease shall have a lien on each Condominium Parcel for any unpaid portion of any such assessment made by the Association. Said lien shall also secure a reasonable attorney's fee incurred by the Lessor incident to the collection of such unpaid portion or enforcement of such lien. To perfect that lien the Lessor need only record among the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Condominium Parcel, the name of the record Owner and the amount and the date due. The lien shall be effective until all sums secured by the lien shall have been fully paid. Upon full payment of the lien, the Lessor covenants and agrees to execute and have recorded a satisfaction of the lien, and all such liens shall be subordinate to the lien of a mortgage or any other lien recorded prior to the time of recording of the claim of lien. The Lessor's lien may be foreclosed by suit brought in the name of the Lessor in the same manner as a foreclosure of a mortgage on real property. In any such foreclosure, the Apartment Owner shall be required to pay a reasonable rental for the Condominium Parcel, and the Lessor shall be entitled to an appointment of a receiver to collect the same. The suit to recover a money judgment for a nonpaid portion of the assessments is not to be considered an election of remedies and in no way waives rights to a lien as set forth herein. The provisions of this paragraph shall be considered as covenants running with each Condominium Parcel in favor of the Lessor, its successors and assigns, and may be enforced by it against the Association and each Condominium Parcel Owner, his heirs, successors, representatives and assigns. This paragraph may not be amended without consent of Lessor under that certain Recreational Facility Lease entered into by the Association.

VIII. ADMINISTRATION

The administration of the Condominium, including the acts required of the Association by the Condominium Documents, repair and operation of the common facilities, and the maintenance and repair of all portions of the apartments required to be maintained by the Association shall be the responsibility of the Association and shall be governed by the following provisions:

1. The Association has been incorporated under the name BOCA BAYOU CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida under the Articles of Incorporation, as filed with the Secretary of State of the State of Florida on July 28, 1971, and as amended June 13, 1972, which by reference are made a part hereof. Any other form of organization for the Association may be substituted upon unanimous approval of the unit owners. Said amendment to the Articles of Incorporation states that the

purpose for which the Association is organized is to manage, operate and maintain one or more condominiums. Said Association presently performs such duties for Boca Bayou (Phase One), a condominium and Boca Bayou II, a condominium. Developer contemplates that the Association will also perform such duties for all additional condominiums in the Boca Bayou Project.

2. The By-Laws of the Association have been recorded in Official Records Book 1937 at Page 222 and have been amended in Official Records Book 2038, Page 1266 of the Public Records of Palm Beach County, Florida.
3. The duties and powers of the Association are those set forth in the Condominium Documents together with those powers and duties reasonably implied to effect the purpose of the Association. Such powers and duties shall be exercised in the manner provided by the Condominium Documents.
4. Notice or demands for any purpose shall be in the manner provided for in the By-Laws of the Association.
5. All funds and the title to all properties acquired by the Association and the proceeds thereof, shall be held for the benefit of the Apartment Owners.
6. All income received by the Association from the rental or the licensing of any part of the Common Elements or Limited Common Elements shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses.
7. Management: Maintenance, repair, management and operation of the Common Elements and Limited Common Elements shall be the responsibility of the Association, and the Association may at any time delegate such responsibility to any single member of the Association or to a hired manager to be paid by the Association. The expense of operating the Common Elements, including management, maintenance, repair and operation, although the responsibility of the Association, shall be charged to the Apartment Owners, as assessed, in accordance with the provisions contained elsewhere herein.
8. Alterations: The Association shall have the right at all times to make any changes, alterations, modifications, or improvements in and to the Common Elements or Limited Common Elements so long as such changes, alterations, modification or improvements do not exceed the amount of \$5,000.00. Any expenditure for changes, alterations, modifications or improvements in excess of \$5,000.00 shall require approval of not less than 75% of the Unit Owners of the Common Elements or Limited Common Elements. None of the changes, alterations, modifications or improvements will affect the exterior structure or appearance of the building or the structural aspects of the building. None of the above modifications, alterations or changes shall in any way affect any lien of a prior recorded mortgage unless the written consent of the holder of such mortgage is obtained and recorded. Further, assessments for the above shall not be required

to be paid by any institutional mortgagee directly or indirectly without first obtaining written approval from such mortgagee, where said mortgagee has acquired title to said unit through foreclosure or deed in lieu of foreclosure.

IX. INSURANCE

The insurance other than title insurance and the builder's risk insurance required to be furnished by the Developer during construction shall be carried upon the Condominium Property and the property of the Apartment Owners pursuant to the following provisions:

1. Authority to Purchase: All insurance policies upon the Condominium Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Apartment Owners and their respective mortgagees by and through an agent having a place of business in Palm Beach County, Florida, and shall be issued by an insurance company authorized to do business in the State of Florida.
2. Approval: The insurance company shall be subject to the approval of the Institutional Lender which at the time for approval is the owner and holder of the largest number of unsatisfied mortgages upon Units in the Condominium. Such approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten (10) days after the receipt of the request; and if a response from the mortgagee is not received within such ten (10) day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.
3. Named Insured: The named insured shall be the Association individually and as agent for the Apartment Owners without naming them, and shall include the mortgagees of units and Multicon Developments, Inc., an Ohio corporation or its successors or assigns, as Lessor of the leased property under the Recreational Facility Lease referred to throughout this Declaration of Condominium. Such policy shall provide that payments for losses thereunder by the insurer shall be paid to the insurance trustee hereinafter designated and all policies and endorsements thereon shall be deposited with the insurance trustee. Apartment Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense and upon those portions of their Units for which they are responsible.
4. Copies to Mortgagees: Each mortgagee entitled to approval as set forth in Paragraph 2, above, and Multicon Developments, Inc., an Ohio corporation or its successors or assigns, as lessor, shall be supplied one copy of each insurance policy and of all endorsements thereon. Such copies shall be furnished not less than ten (10) days prior to the expiration of any policy.
5. Coverage:
 - A. All buildings and improvements upon the land and all personal property as may be owned by the Association shall be insured

in an amount equal to the maximum insurable replacement value thereon (exclusive of excavation and foundations) as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

- 1) Loss or damage by fire and other hazards covered by the Standard Extended Coverage Endorsement;
 - 2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use of the buildings on the land, including but not limited to, vandalism and malicious mischief.
- B. Public liability and property damage in such amounts and in such forms as shall be required by the Board of Directors of the Association, including but not limited to, automobile and non-owner automobile coverages, water damage, legal liability, non-owned automobile and off-premises employee coverages.
- C. Workmen's Compensation policy to meet the requirements of the law.
- D. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- E. Cross-liability endorsements on all liability insurance to cover liabilities of Apartment Owners as a group to each Apartment Owner as an individual.

6. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee subject to approval under Paragraph 2, above, and the insurance trustee as hereafter named.

7. Insurance Trustee - Shares of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association, the Apartment Owners, their respective mortgagees, and Multicon Developments, Inc., an Ohio corporation or its successors or assigns, as Lessor, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee, which shall be a commercial bank with trust powers, authorized to do business in Florida and having its principal place of business in Palm Beach County or Broward County, Florida, as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the "insurance trustee". The insurance trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of the policy nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as they are paid and to hold same in trust for the purposes elsewhere stated herein and for the benefit of the named insureds and the trustee in the following shares, but which shares need not be set forth on the records of the insurance trustee:

- A. Common Elements and Limited Common Elements: Proceeds on account of damage to Common Elements and Limited Common Elements - that undivided share for each Apartment Owner and his mortgagee which is identical to the undivided share in the Common Elements and Limited Common Elements appurtenant to his Unit.

- B. Apartments: Proceeds on account of damage to Apartments shall be held in the following manner in undivided shares:
- 1) When the building is to be restored - for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.
 - 2) When the building is totally destroyed and is not to be restored - for all Apartment Owners, such share being identical to the undivided share in the Common Elements appurtenant to his Unit.
- C. Mortgagees: In the event a mortgagee endorsement has been issued as to an Apartment, the share of that Apartment Owner shall be held in trust for the mortgagee and the Apartment Owner as their respective interests may appear, provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds except distributions thereof made to the Apartment Owner and the mortgagee pursuant to the provisions of this Declaration.
- D. Distribution of Proceeds. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the beneficial owners after first paying or making provisions for payment of the expenses of the insurance trustee in the following manner:
- A. Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to property owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by him.
 - B. Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed only to the beneficial owners; remittances to Apartment Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be endorsed by him.
 - C. Certificate: In making distribution to Apartment Owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association as to the names of the Apartment Owners and their respective shares of the distribution. Upon request of the insurance trustee, the Association shall forthwith deliver such certificate.
 - D. The provisions of this section shall not be amended without the prior written approval of all Institutional Mortgagees.

X. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. If any part of the Common Elements or limited Common Elements shall be damaged by casualty, such portion shall be promptly reconstructed or repaired as hereinafter provided for unless such damage renders one-half (1/2) or more of the Apartments untenable, and Apartment Owners who, in the aggregate, own eighty (80%) percent or more of the Units, vote against such reconstruction or repair at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days thereafter.
 - A. Any such reconstruction or repairs shall be substantially in accordance with the original plans and specifications of BOCA BAYOU III, a condominium, as prepared by the architect.
 - B. Encroachments upon or in favor of Apartments which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Apartment Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue for so long as the building stands.
 - C. Certificate: The insurance trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon the request of the insurance trustee, shall deliver such certificate as soon as practical.
2. Responsibility: If the damage is only to those parts of one Apartment for which the responsibility of maintenance and repair is that of the Owner, then the Apartment Owner shall be responsible for the immediate reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.
 - A. Estimate of Costs: Immediately after a casualty causing damage to property for which the Association has responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.
 - B. Assessments: If the proceeds of insurance policies are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against all Apartment Owners in sufficient amounts to provide funds for the payment of such costs.

C. Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Apartment Owners, shall be disbursed in payment of such cost in the following manner:

- 1) Association: If the amount of the estimated cost of reconstruction and repair exceeds the total sum of Ten Thousand (\$10,000.00) Dollars, then the sums paid upon assessment to meet such cost shall be deposited by the Association with the insurance trustee.
- 2) Insurance Trustee: The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Association from collection of assessments against Apartment Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
 - a) Association - Lesser Damage: If the amount of the estimated costs of reconstruction and repair is less than the sum of Ten Thousand (\$10,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon the request of a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction funds, such funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
 - b) Association - Major Damage: If the amount of the estimated costs of reconstruction and repair of the building or other improvement is more than Ten Thousand (\$10,000.00) Dollars, then the construction fund shall be applied by the insurance trustee to the payment of such cost, and shall be paid to or for the account of the Association from time to time as the work progresses, but not more frequently than once in any calendar month. Said trustee shall make such payments upon the written request of the Association for withdrawal of insurance proceeds accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and any amounts paid prior to

the request, and stating that the sum requested does not exceed the value of the services and materials described in the certificate; that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanic's, materialmen's or similar liens upon such work against the Common Elements or any individual Apartment; and that the cost as estimated by the persons signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of insurance proceeds or other funds remaining in the hands of the insurance trustee after the payment of the sum so requested.

- c) Surplus: It shall be presumed that the first monies disbursed in payment of such cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed jointly to the Apartment Owners and their mortgagees who are the beneficial owners of the fund.
- d) Insurance Adjustments: Each Apartment Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where damage is restricted to one Apartment, subject to the rights of mortgagees of such Apartment Owners.

XI. ASSESSMENTS

The Apartment Owners of the Condominium shall be responsible for the maintenance and repair of the Common Elements and for the management of this Condominium only, and for their pro rata share of expenses due under the Recreational Facility Lease. The Association shall assess the Apartment Owners of this Condominium only for the expenses of this Condominium and shall keep separate records of the expenses and income of this Condominium. Assessments against the Apartment Owners shall be made or approved by the Board of Directors of the Association and paid by the Apartment Owners to the Association in accordance with the following provisions:

- 1. Share Expense: Common Expenses - each Apartment Owner shall be liable for his share of the Common Expenses, and this share shall be equal to the percentage that each Apartment bears to the Common Elements and Limited Common Elements as set forth in Exhibit "B", and his share in the Common Surplus shall be a like percentage.

2. Assessments Other Than Common Expenses: Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the Apartment Owners to the Association in the proportions set forth in the provisions in the Condominium Documents authorizing the assessment.

3. Accounts: All sums collected by the Association from assessments may be commingled in a single fund but they shall be held for the Apartment Owners in the respective share in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

- A. Common Expense Account - to which shall be credited collections of assessments for all Common Expenses as well as payments received for defraying costs of the use of Common Elements;
- B. Alteration and Improvement Account - to which shall be credited all sums collected for all alteration and improvement assessments;
- C. Reconstruction Account - to which shall be credited all sums collected for reconstruction assessments;
- D. Emergency Account - to which shall be credited all sums collected for emergencies.

4. Assessments for Common Expenses: Assessments for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding that for which the assessment is made and at such other additional times as in the judgment of the Board of Directors additional Common Expense assessments are required. Such annual assessment shall be due and payable as the Board of Directors may direct.

The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense account balances and less the estimated payments to the Association for defraying the costs of the use of the Common Elements.

If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by new assessment.

Certain other expenses of the Association may be incurred for the benefit of more than one condominium in the HOCA BAYOU PROJECT. Such expenses may include, by way of illustration and not of limitation, management, routine maintenance, and security. Such expenses shall be allocated among the condominiums benefited thereby according to the number of apartments in each such condominium or in such other manner as the Board of Directors may determine to be equitable. Any such expense allocated to this condominium shall be assessed in the same manner as is herein provided for the assessment of other Common Expenses.

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 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 the BOCA BAYOU PROJECT. For example, if there are 400 Apartments constructed upon the land as set forth in the Articles of Incorporation as amended, then this Condominium shall be responsible for 165/400ths of the Common Expenses attributable to the maintenance of the leased recreation area.

5. Other Assessments: Other assessments shall be made in accordance with the provisions of the Condominium Documents, and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.
6. Assessments for Emergencies: Assessments for Common Expenses related to emergencies which cannot be paid from the Common Expense account shall be made only by the Board of Directors of the Association.
7. Assessments for Liens: All liens of any nature and including taxes and special assessments levied by governmental authority which are a lien upon more than one Apartment or upon any portion of the Common Elements shall be paid by the Association as a Common Expense and shall be assessed against the Apartments in accordance with the share of the Apartments concerned or charged to the Common Expense account, whichever in the judgment of the Board of Directors is appropriate.
8. Assessment Roll: The assessments against all Apartment Owners shall be set forth upon a roll of the Apartments which shall be available in the office of the Association for inspection at all reasonable times by Apartment Owners or their duly authorized representatives. Such roll shall indicate for each Apartment the name and address of the Owner or Owners, the assessments for each Apartment and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of an Apartment Owner's assessment account shall limit the liability of any person for whom made other than the Apartment Owner, and the Association shall issue such certificates to such persons as an Apartment Owner may request in writing.
9. Liability for Assessments: The Owner of an Apartment and his grantees shall jointly and severally be liable for all unpaid assessments due and payable at the time of the conveyance but without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common elements or by abandonment of the Apartment for which the assessments are paid. A purchaser of an Apartment at a judicial foreclosure sale, or a first mortgagee who accepts a deed in lieu of foreclosure, shall be liable for assessments coming due after such sale or delivery of a deed and shall be responsible only for the portion of the due assessments prorated for the

period from the date of such sale or delivery of such deed. Such a purchaser as aforesaid shall be entitled to the benefit for all prepaid assessments paid beyond the date such purchaser acquires title.

10. Lien for Assessment: The unpaid portion of an assessment which is due shall be secured by a lien on the following property which shall be subordinate to any prior recorded mortgage on the apartment:

- A. The Apartment and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the Public Records of Palm Beach County. The Association shall not, however, record such claim of lien until the assessment is unpaid for not less than twenty (20) days after it is due. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.
- B. All tangible personal property located in the Apartment except that such lien shall be subordinate to prior bona fide liens of record.

11. Collection:

- A. Interest - Application of Payments: Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be applied first to interest and the assessment payment first due. All interest collected shall be credited to the common expense account.
- B. Suit: The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceedings and in either event, the Association shall be entitled to recover in the same action, suit or proceedings the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of ten (10%) percent per annum and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, reasonable attorney's fees.

XII. USE RESTRICTIONS

In order to provide for a congenial occupation of the Condominium and to provide for the protection of values of the Apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

1. The Apartments shall be used for single family residences only.
2. The Common Elements and Limited Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Apartments.

3. No Apartment shall be occupied by any Person not approved in advance by the Board of Directors of the Association. The Association shall signify in writing such approval or disapproval within fifteen (15) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the Person in question, his residence address, together with such other information as the Association might reasonably request. Any such approval once given may not thereafter be withdrawn. Failure of the Board of Directors to disapprove within such period conclusively shall be deemed to constitute approval. The provisions in this paragraph shall not be applicable to any mortgagee or purchaser or lessee from such mortgagee as recited in Section XIII hereof.
4. No nuisances shall be allowed upon the Condominium Property nor shall any unusual practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents.
5. Lawful Use: No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Apartment Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair to the property shall be the same as hereinabove provided, for the maintenance and repair of that portion of the Condominium Property subjected to such requirements.
6. Interpretation: In interpreting deeds, mortgages and plans, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movements of the building and regardless of minor variance between boundaries shown on the plat or in the deed and those of the building.
7. Regulations: Regulations concerning the use of the Condominium Property may be promulgated by the Association as hereinabove set forth; provided however, that copies of such regulations are furnished to each apartment owner prior to the time that the same become effective. The initial regulations shall be deemed effective until amended by the Association. Such regulations shall not impair or limit the rights of mortgagees as elsewhere recited. The Association has and shall continue to have the right to promulgate Rules and Regulations limiting the use of Common Elements and recreational area to members of the Association and their respective families, guests, lessees, invitees, and servants.

XIII. CONVEYANCES AND LEASES

The sale and leasing and mortgaging of Apartments shall be subject to the following provisions:

- I. The developer shall not be required to obtain approval of the Board of Directors of the Association for the sale or lease of any Apartment. No Apartment Owner may transfer an Apartment or any interest therein by sale or by lease without approval of the Board of Directors of the Association, which approval of the Association shall be obtained in the manner herein provided:
 - A. Notice to Association: An Apartment Owner intending to make a sale or a lease of his Apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Apartment Owner to the Association and any purchaser or lessee produced by the Association as hereinafter provided, that the Apartment Owner believes the proposal to be bona fide in all respects.
 - B. Election of Association: Within thirty (30) days after receipt of such notice, the Board of Directors of the Association shall either approve of the transaction or furnish a purchaser or lessee approved by the Association (and give notice thereof to the person desiring to sell or lease his Apartment) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction, and except that the approval of the Association may be conditioned as elsewhere stated. The approval of the Board of Directors of the Association shall be in recordable form signed by any two (2) members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The Apartment Owner given such notice shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association.
 - C. The Association, subject to approval by the Board of Directors, shall have the right to purchase any Apartment so offered.
 - D. The requirements hereinabove do not apply to the sale or leasing of an Apartment by an Institutional Mortgagee having acquired title to a unit by foreclosure or deed in lieu of foreclosure.

2. Mortgage: No Apartment Owner may mortgage his Apartment or any interest therein without the approval of the Association except to an Institutional Mortgagee. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association. This provision shall not apply to a purchase money mortgage given to the Developer at the time of the original sale, or to an individual Apartment Owner who sells his Apartment to an approved purchaser and as part of the purchase price takes back a mortgage from said purchaser.

XIV. COMPLIANCE AND DEFAULT

Each Apartment Owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Apartment Owners to the following relief:

1. Legal Proceedings: Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit same to, an action to recover the sums due for damages, injunctive relief, foreclosure of a lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Apartment Owner.
2. Every Apartment Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any apartment or its appurtenances.
3. Costs and Attorney's Fees: At any proceeding arising because of an alleged default by an Apartment Owner, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorney's fees as may be determined by the court.
4. No Waiver of Rights: The failure of the Association or of an apartment owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or apartment owner to enforce such right, provision, covenant or condition in the future.
5. All rights, remedies and privileges granted to the Association or an Apartment Owner pursuant to any term, provision, covenant, or condition of the Condominium Documents shall not be deemed to constitute an election of remedies nor shall it preclude a party

thus exercising the same from exercising such other and additional rights, remedies and privileges as may be granted to such party by the Condominium Documents or at law or in equity.

XV. AMENDMENT

Except as provided in Paragraph 3, below, the Condominium Documents may be amended in the following manner:

1. Declaration: Amendments to the Declaration shall be proposed and adopted as follows:
 - A. Notice: Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of any meeting at which a proposed amendment is considered.
 - B. Resolution: A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Apartment Owners meeting as members of the Association, and after being proposed and approved by either of such bodies, must be approved by the other. Directors and Apartment Owners not present at the meeting considering such amendment may express their approval in writing within ten (10) days after such meeting or by proxy delivered to the Secretary prior to such meeting. Such approvals must be by not less than seventy-five (75%) percent of the Directors and not less than seventy-five (75%) percent of the Apartment Owners and their mortgagees.
 - C. Recording: A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Palm Beach County, Florida.
2. Association - Articles of Incorporation and By-Laws: The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.
3. Exceptions:
 - (a) Any alteration in the shares requires consent of all affected Apartment Owners and their mortgagees;
 - (b) Provisions relating to the following subjects shall not be amended:
 - (1) Provisions relating to mortgagee approval of insurance provisions as set forth in Article IX,
 - (2) Provisions relating to sale and leasing of the Apartment as set forth in Article XIII (1) (D), and
 - (3) Provisions relating to judicial sales as set forth in Article XVIII.

DECLARATION OF ADDITIONS TO RECREATIONAL
FACILITY LEASE

43447

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",

W I T N E S S E T H:

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 Condo-
minium 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 addi-
tional 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

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

C. E. Carlson
Witness

By: John B. Reinhardt (SEAL)

C. E. Carlson
Witness

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 7 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.



Christine E. Carlson
Notary Public

My Commission Expires:

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

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7 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.



Christine E. Carlson
Notary Public

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 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 2.62 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.

E X H I B I T "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 171.58 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:
JOHN HUME
Law Offices
GRAHAM, HODGE, SWAN & LARSON, P.A.
5100 N. Federal Hwy.
Ft. Lauderdale, Fla. 33308
Phone: 771-4790

Records 2418 PAGE 307

1-1-80
John B. Hume
Clark Street, S.W.

AMENDMENT NO. 1

62932

TO THE DECLARATION OF CONDOMINIUM OF
BOCA BAYOU III, A CONDOMINIUM

WHEREAS, the Declaration of Condominium of BOCA BAYOU III, A CONDOMINIUM, and Exhibits attached thereto are recorded in Official Record Book 2365, pages 1652 through 1709, inclusive, and

WHEREAS, Article XV, AMENDMENT, provides that the Declaration of Condominium may be amended by the affirmative vote of seventy-five (75%) percent of the total eligible vote of Unit Owners of BOCA BAYOU III, A CONDOMINIUM, and their mortgagees and by seventy-five (75%) percent of the Directors of BOCA BAYOU CONDOMINIUM ASSOCIATION, INC., and with the written approval of the Lessor under the Long-Term Lease between the Association, individual Unit Owners and the Lessor, and

WHEREAS, the Unit Owners of BOCA BAYOU III, A CONDOMINIUM did, at a properly noticed meeting of said Unit Owners held March 23, 1977, by a vote of more than seventy-five (75%) percent of the total eligible votes of the Unit Owners of the Condominium and by seventy-five (75%) percent of the Directors of the Association, amend Article VII of said Declaration of Condominium, and

WHEREAS, seventy-five (75%) percent of the Mortgagees of the Unit Owners have given their written approval to amend Article VII of said Declaration of Condominium, and

WHEREAS, MULTICON DEVELOPMENT, INC., an Ohio corporation, as Assignee of MULTICON PROPERTIES, INC. by Assignment dated August 30, 1973, recorded in O. R. Book 2208, page 1591, of the Public Records of Palm Beach County, Florida, Lessor under the Long-Term Lease dated July 19, 1971, incorporated in the Declaration of Condominium of BOCA BAYOU III, A CONDOMINIUM, did hereafter approve, in writing, this amendment to the Declaration of BOCA BAYOU III, A CONDOMINIUM, and

WHEREAS, F. S. 718.110, and Article XV of the Declaration

RECORDED 2683 PAGE 189

Prepared by and return to:
Mitchell B. Smith, P.A.
P.O. Box 1525
Boca Raton, Florida 33432

MITCHELL B. SMITH
ATTORNEY AT LAW
FIFTH AVE. SHOPPING CTR.
1500 N. FEDERAL HWY.
BOCA RATON, FLA. 33432
908 368-1150

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1663

of Condominium of DOCA BAYOU III, A CONDOMINIUM, provide that no modification of or amendment to the Declaration of Condominium of DOCA BAYOU III, A CONDOMINIUM shall be valid unless set forth in a duly recorded amendment to the Declaration of Condominium of DOCA BAYOU III, A CONDOMINIUM and certified by at least two (2) officers of DOCA BAYOU CONDOMINIUM ASSOCIATION, INC.,

NOW THEREFORE, the Declaration of Condominium of DOCA BAYOU III, A CONDOMINIUM is hereby amended to set forth the Amendment to Article VII of the Declaration of Condominium of DOCA BAYOU III, A CONDOMINIUM, and

NOW THEREFORE, in order to reflect a change in Article VII of the Declaration of Condominium of DOCA BAYOU III, A CONDOMINIUM on the Public Records, said Corporation certifies, under the hands of its President and Secretary, that the said Article VII of the Declaration of Condominium has been changed as hereinafter set forth.

A. Article VII, POWER TO LEASE, which presently reads as follows:

Vested in the Association is the power to execute and enter into on behalf of the Unit Owners and the Association a Ninety-Nine (99) Year Lease of certain lands and improvements, as more particularly described in that certain Recreational Facility Lease, recorded in Official Records Book 1937 at Page 194, as amended in Official Records Book 2038, Page 1266, of the Public Records of Palm Beach County, Florida. The cost of insurance, taxes, and all other expenses which the Association, as Lessee, has obligated itself to pay under said Lease shall be Common Expenses of the Association, and the Association shall provide therefor in the annual Budget of the Association. The sum for which each Apartment Owner shall be liable shall be that sum as set forth in the Recreational Facility Lease and it shall be the responsibility of the Association to collect from each Apartment Owner this sum. The Lessor under the terms of the Lease shall have a lien on each Condominium Parcel for any unpaid portion of any such assessment made by the Association. Said lien shall also secure a reasonable attorney's fee incurred by the Lessor incident to the collection of such unpaid portion or enforcement of such lien. To perfect that lien the Lessor need only record among the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Condominium Parcel, the name of the record Owner and the amount and the

L. B. SMITH
EV AT LAW
SHOPPING STR
GENERAL HWY.
MI. FLA. 33421
330-1100

date due. The lien shall be effective until all sums secured by the lien shall have been fully paid. Upon full payment of the lien, the Lessor covenants and agrees to execute and have recorded a satisfaction of lien, and all such liens shall be subordinate to the lien of a mortgage or any other lien recorded prior to the time of recording of the claim of lien. The Lessor's lien may be foreclosed by suit brought in the name of the Lessor in the same manner as a foreclosure of a mortgage on real property. In any such foreclosure, the Apartment Owner shall be required to pay a reasonable rental for the Condominium Parcel, and the Lessor shall be entitled to an appointment of a receiver to collect the same. The suit to recover a money judgment for a nonpaid portion of the assessments is not to be considered an election of remedies and in no way waives rights to a lien as set forth herein. The provisions of this paragraph shall be considered as covenants running with each Condominium Parcel in favor of the Lessor, its successors and assigns, and may be enforced by it against the Association and each Condominium Parcel Owner, his heirs, successors, representatives and assigns. This paragraph may not be amended without consent of Lessor under that certain Recreational Facility Lease entered into by the Association.

will have the following amendments inserted and included as part of and in addition thereto:

Notwithstanding any of the provisions of the declaration of Condominium, the Association may at any time hereafter purchase the leased property under the Long-Term Lease, when and if the Lessor and the Association, as Lessee, shall agree to the purchase of said property and provided the following conditions are first complied with:

1. The Board of Directors of the Association must first approve the terms of the purchase at a meeting called for said purpose.
2. Subsequent to said approval by the Board, the Secretary shall mail to each Unit Owner a copy of the proposed purchase plan, as approved by the Board of Directors, which will contain the complete terms of the purchase price, and the total obligation of the Unit Owners under said plan of purchase.
3. The purchase of the leased property shall be effectuated only upon the approval of the owners of not less than seventy-five (75%) percent of the units served by the leased property, at a meeting called for said purpose, and consents subsequently obtained.

MITCHELL D. SMITH
ATTORNEY AT LAW
2575 S.W. SHOPPING CTR.
8000 N. FEDERAL HWY.
BOCA RATON, FLA. 33431
606 666-1100

2683 PAGE 191

4. The obligation of each unit owner shall be limited to his part of the financial undertaking and each unit owner shall pay his respective share in cash within ten (10) days written notice by the Association to the Association.
5. The obligation of each condominium unit owner will continue until his portion of the purchase price is paid, and will become the obligation of each successive owner until fully paid. The Association shall secure and provide the unit owner with a recordable release of his obligation hereunder.
6. A lien upon each Condominium Unit or the land described in the Declaration of Condominium and upon each unit's interest in the common elements is hereby given and granted to the Association and/or the mortgagees who advanced the monies required for the purchase, as security for the payment by each unit owner of his obligation. This lien shall continue on each unit until the unit owner has completed paying his share of the obligation hereinbefore set forth under this Article, and it may be enforced and foreclosed in the manner in which mortgages upon real property are enforced and foreclosed, or, at the option of the Association in any manner available to it.
7. The Association's liens as provided for in this Article will at all times be subject and subordinate to the lien of any mortgage made by any condominium unit owner, provided the proceeds of said mortgage are utilized to purchase condominium units located upon any portion of the land described in the Declaration of Condominium or by amendment thereto, and it is made with an Institutional Mortgagee (herein defined as a bank, savings and loan association, insurance company, or union pension fund authorized to do business in the State of Florida or an agency of the United States); and the Association will execute and deliver such further instruments evidencing such subordination as may be requested by any of the Condominium unit owners or prospective condominium unit owners. However, the foreclosure of such mortgage will not terminate, extinguish or diminish said liens due under the obligations incurred as provided in paragraph (4) above. Said liens due by reason of nonpayment of the unit owners obligation set forth in section (4) hereof will only be subordinated and secondary in position to any and all rights, title and claims or liens acquired by said Institutional Mortgagee.
8. The Association may assign its interests in the assessment as collateral security against any loan which the Association

MITCHELL B. SMITH
ATTORNEY AT LAW

1000 N. FEDERAL HWY.

BOCA RATON, FLA. 33431

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may require to complete the purchase of the said leased property.

2. In the event the Association is required to take legal steps to enforce its collection because of a default in the payment of the obligation due hereunder by any unit owner, the unit owner shall pay all Court costs and all reasonable legal fees incurred in effecting such collection.

10. No modification, release, discharge or waiver of the provisions of this Article shall be of any force, effect or value unless in writing and signed by the authorized principals.

11. Upon the conveyance of the leased premises to the Association, the Long-Term Lease shall terminate, and all of its controls and provisions included in the Declaration of Condominium, Articles of Incorporation of Boca Bayou Condominium Association, Inc., and By-Laws shall be cancelled and discharged and ineffective.

Except for the amendment set forth, the recorded Declaration of Condominium and Exhibits attached thereto as herein mentioned, and all of their terms, conditions, provisions, agreements, covenants and amendments shall remain in full force and effect.

IN WITNESS WHEREOF, BOCA BAYOU CONDOMINIUM ASSOCIATION, INC., by its President and Secretary under authority vested in them by the Directors of said nonprofit corporation, has executed this Amendment No. 1 to the Declaration of Condominium of BOCA BAYOU III, A CONDOMINIUM, this 23 day of May 1977.

BOCA BAYOU CONDOMINIUM ASSOCIATION, INC.

(CORPORATE SEAL)

BY: *Sam Schlesinger*

ATTEST:

Margaret E. Zashman

- 5 -

MITCHELL B. SMITH
ATTORNEY AT LAW
SUITE 201, WHIPPING CREEK
BOCA RATON, FLA. 33431
TEL. 365-1111

OFFICE 2683 PAGE 193

STATE OF FLORIDA

SS

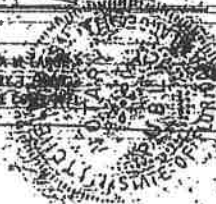
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared SAM SCHLOSINGER and HAROLD E. ZACHMAN, well known to me to be the President and Secretary, respectively, of BOCA, BAYOU CONDOMINIUM ASSOCIATION, INC., and they severally acknowledged executing the foregoing AMENDMENT freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 23 day of MAY, 1977.

Notarized & Signed
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES JANUARY 3, 1980
BONDED WITH RESERVE INSURANCE



OFF 2683 PAGE 194

MITCHELL, E.
ATTORNEY AT LAW
APPROPRIATE SHOPS, ETC.
1000 N. FEDERAL HWY.
SUITE 100, PALM BEACH, FLA. 33480

APPROVAL OF LESSOR

MULTICON DEVELOPMENTS, INC., as Lessor under Long-Term Lease attached to the Declaration of Condominium BAYOU III, A CONDOMINIUM, hereby approves the foregoing instrument to Article VII of the Declaration of Condominium of BOCA BAYOU CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM.

MULTICON DEVELOPMENTS, INC.

BY: *John B. Deinhardt*

President

ATTEST: *Michael D. Shanbarger*

Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared John B. Deinhardt and Michael D. Shanbarger as officers of MULTICON DEVELOPMENTS, INC., the Lessor under the Long-Term Lease incorporated in the Declaration of Condominium of BOCA BAYOU III, A CONDOMINIUM, and they acknowledged to and before me that they executed the foregoing instrument as such Lessor.

WITNESS my hand and official seal in the county and state aforesaid this 23 day of May, 1977.

[Signature]
Notary Public

Notary Public, State of Florida at Large
My Commission Expires March 3, 1980
Bonded by American Fire & Casualty Co.



MITCHELL B. SMITH
ATTORNEY AT LAW
10701 AVE. SHOPPING CTR.
SUITE 100
BOCA RATON, FLA. 33491

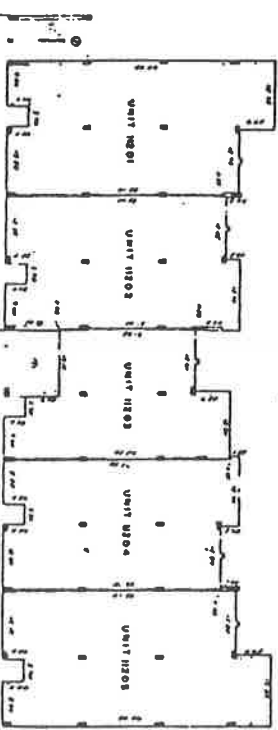
OFFICE RECORD 2683 PAGE 195

Record Verified
Palm Beach County, Fla.
John B. Buckle
Clerk Circuit Court

RECORDERS MEMO (ability
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when received)

EXHIBIT "A"

Page 1
APPROVED TO AND MADE A PART OF
"DECLARATION"
BY BULLICORN DEVELOPMENT, INC.



BUILDING 11 2nd FLOOR



BUILDING 12 2nd FLOOR

LEGEND
.....
.....
.....

NOTES

1. The floor plan is for the 2nd floor of Building 11 and Building 12. The plan shows the layout of the rooms and the location of the elevators and stairs. The plan is for the 2nd floor of Building 11 and Building 12. The plan shows the layout of the rooms and the location of the elevators and stairs.

DECLARATION

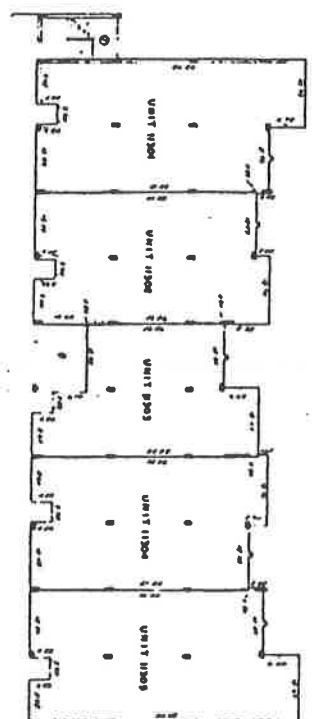
I, the undersigned, being a duly qualified and licensed architect, do hereby certify that the above is a true and correct copy of the floor plan as shown to me by the owner of the property.

DATE	10/1/88
BY	John A. Smith
TITLE	Architect
COMPANY	Smith & Associates
ADDRESS	1234 Main St.
CITY	Anytown, CA
STATE	CA
ZIP	90210
PROJECT	Building 11 & 12
OWNER	Bullicorn Development, Inc.
ADDRESS	5678 Market St.
CITY	San Francisco, CA
STATE	CA
ZIP	94102

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EXHIBIT "A"

Page
 SUBJECT TO AND MADE A PART OF
 "DECLARATION"
 BY UNIVISION DEVELOPMENT, INC.



BUILDING II 3RD FLOOR

LEGEND

NOTES

1. This floor plan is based on the information provided by the owner, UNIVISION DEVELOPMENT, INC. The owner warrants that the information is true and correct to the best of their knowledge.

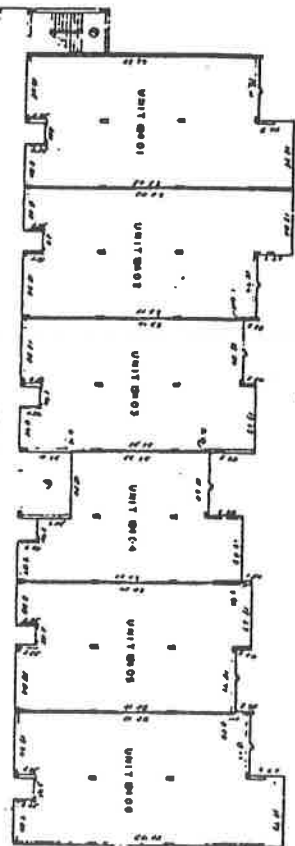
CE CERTIFICATION

I, the undersigned, being a duly qualified and licensed professional engineer, do hereby certify that the above is a true and correct copy of the original as shown to me.

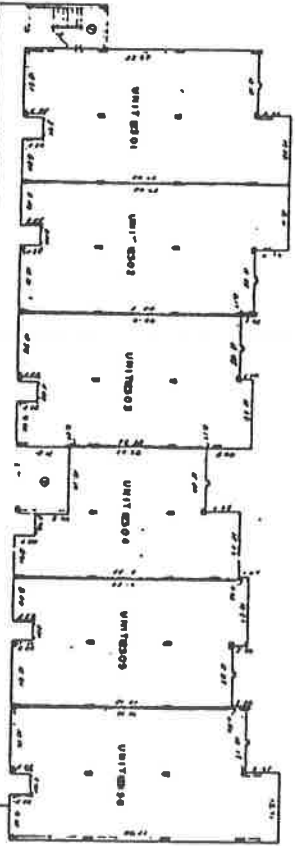
UNIT 1101	11'0" x 11'0"
UNIT 1102	11'0" x 11'0"
UNIT 1103	11'0" x 11'0"
UNIT 1104	11'0" x 11'0"
UNIT 1105	11'0" x 11'0"
UNIT 1106	11'0" x 11'0"

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EXHIBIT "A"
 POST
 AGREED TO AND MADE A PART OF
 "DECLARATION"
 BY BULLION DEVELOPMENTS, INC.



BUILDING 12 3rd Floor



BUILDING 12 3rd Floor

LEGEND
 Solid line
 Dashed line
 Dotted line
 Dash-dot line

NOTES

1. The floor plan is based on the information provided by the owner.
 2. The floor plan is not to be used for any other purpose.
 3. The floor plan is not to be used for any other purpose.

CERTIFICATION

I, the undersigned, certify that the above is a true and correct copy of the original floor plan as shown to me by the owner.

DATE	10/1/77
BY	J. A. Smith
FOR	RECORDING
FILED	10/1/77
RECORDS	10/1/77
INDEXED	10/1/77
SERIALIZED	10/1/77
FILED	10/1/77

REORDERER'S MEMO
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EXHIBIT "A"

UNITED TO AND MADE A PART OF
"DECLARATION"
BY UNITED DEVELOPMENT, INC.

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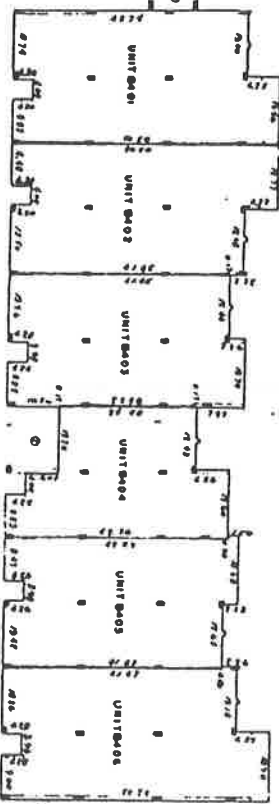
NOTES

UNITED TO AND MADE A PART OF
"DECLARATION"
BY UNITED DEVELOPMENT, INC.

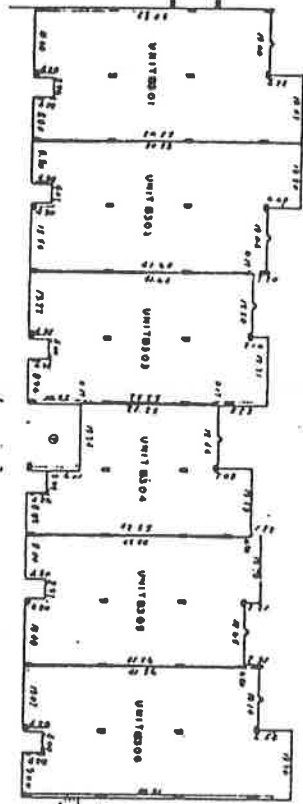
188649

UNITED TO AND MADE A PART OF
"DECLARATION"
BY UNITED DEVELOPMENT, INC.

UNITED TO AND MADE A PART OF	188649
"DECLARATION"	
BY UNITED DEVELOPMENT, INC.	



BUILDING 1B 4th FLOOR



BUILDING 1B 3rd FLOOR

EXHIBIT A
CERTIFICATE

I, JOHN A. GRANT, JR., an Engineer and Surveyor, licensed to practice in the State of Florida, registered Engineer No. 5648 and registered Land Surveyor No. 1141, hereby execute this Certificate with regard to BOCA BAYOU III, a condominium, according to the Declaration thereto, to which this Certificate is attached and which Certificate is in compliance with Section 711.08(1)(e) Florida Statutes.

I HEREBY CERTIFY that the following, together with this Certificate, constitute Exhibit A to the Declaration of Condominium to-wit:

1. Page No. 1 - Top Sheet consisting of Survey, Plot Plan, and legal description.
2. Pages 2, 3 and 4 - Building No. 8.
3. Pages 5, 6 and 7 - Building No. 9.
4. Pages 8 and 9 - Building No. 10.
5. Pages 10 and 11 - Building No. 11.
6. Pages 12, 13 and 14 - Building No. 12.
7. Pages 15, 16 and 17 - Building No. 13.

I HEREBY CERTIFY that the construction of the improvements described is sufficiently complete so that the foregoing material, together with the wording of the Declaration, is a correct representation of the improvements described, and that there can be determined therefrom the identification location, and dimensions of the Common Elements and of each unit.

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared JOHN A. GRANT, JR., known to me and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 30th day of October, 1974.

Notary Public

My Commission Expires:

2365 PAGE 1704

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 2, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

EXHIBIT "B"

PERCENTAGE OWNERSHIPS OF COMMON
ELEMENTS AND SHARE OF COMMON EXPENSES

BUILDING 8

<u>APARTMENT NUMBER</u>	<u>APARTMENT TYPE</u>	<u>PERCENTAGE SHARE</u>
8101	B	00.5906
8102	E	00.6542
8103	A	00.6542
8104	F	00.5906
8106	B	00.5906
8107	E	00.6542
8201	B	00.5906
8202	E	00.6542
8203	A	00.6542
8204	F	00.5906
8205	G	00.4668
8206	B	00.5906
8207	E	00.6542
8301	B	00.5906
8302	E	00.6542
8303	A	00.6542
8304	F	00.5906
8305	G	00.4668
8306	B	00.5906
8307	E	00.6542
8401	B	00.5906
8402	E	00.6542
8403	A	00.6542
8404	F	00.5906
8501	B	00.5906
8502	E	00.6542
8503	A	00.6542
8504	F	00.5906
8601	B	00.5906
8602	E	00.6542
8603	A	00.6542
8604	F	00.5906

EXHIBIT "B"

PERCENTAGE OWNERSHIPS OF COMMON
ELEMENTS AND SHARE OF COMMON EXPENSES

BUILDING 9

<u>APARTMENT NUMBER</u>	<u>APARTMENT TYPE</u>	<u>PERCENTAGE SHARE</u>
9101	E	00.6542
9102	A	00.6542
9103	F	00.5906
9105	B	00.5906
9106	E	00.6542
9201	E	00.6542
9202	A	00.6542
9203	F	00.6542
9204	G	00.5906
9205	B	00.4668
9206	E	00.5906
9301	E	00.6542
9302	A	00.6542
9303	F	00.6542
9304	G	00.5906
9305	B	00.4668
9306	E	00.5906
9401	E	00.6542
9402	A	00.6542
9403	F	00.6542
9404	G	00.5906
9405	B	00.4668
9406	E	00.5906
9501	E	00.6542
9502	A	00.6542
9503	F	00.6542
9504	G	00.5906
9505	B	00.4668
9506	E	00.5906
9601	E	00.6542
9602	A	00.6542
9603	F	00.6542
9604	G	00.5906
9605	B	00.4668
9606	E	00.5906

EXHIBIT "B"

PERCENTAGE OWNERSHIPS OF COMMON
ELEMENTS AND SHARE OF COMMON EXPENSES

BUILDING 10

<u>APARTMENT NUMBER</u>	<u>APARTMENT TYPE</u>	<u>PERCENTAGE SHARE</u>
10101	A	00.6542
10102	F	00.5906
10104	B	00.5906
10105	E	00.6542
10201	A	00.6542
10202	F	00.5906
10203	G	00.4668
10204	B	00.5906
10205	E	00.6542
10301	A	00.6542
10302	F	00.5906
10303	G	00.4668
10304	B	00.5906
10305	E	00.6542

BUILDING 11

<u>APARTMENT NUMBER</u>	<u>APARTMENT TYPE</u>	<u>PERCENTAGE SHARE</u>
11101	A	00.6542
11102	F	00.5906
11104	B	00.5906
11105	E	00.6542
11201	A	00.6542
11202	F	00.5906
11203	G	00.4668
11204	B	00.5906
11205	E	00.6542
11301	A	00.6542
11302	F	00.5906
11303	G	00.4668
11304	B	00.5906
11305	E	00.6542

EXHIBIT "B"

PERCENTAGE OWNERSHIPS OF COMMON
ELEMENTS AND SHARE OF COMMON EXPENSESBUILDING 12

<u>APARTMENT NUMBER</u>	<u>APARTMENT TYPE</u>	<u>PERCENTAGE SHARE</u>
12101	E	00.6542
12102	A	00.6542
12103	F	00.5906
12105	B	00.5906
12106	E	00.6542
12201	E	00.6542
12202	A	00.6542
12203	F	00.5906
12204	G	00.4667
12205	B	00.5906
12206	E	00.6542
12301	E	00.6542
12302	A	00.6542
12303	F	00.5906
12304	G	00.4667
12305	B	00.5906
12306	E	00.6542
12401	E	00.6542
12402	A	00.6542
12403	F	00.5906
12404	G	00.4667
12405	B	00.5906
12406	E	00.6542
12501	E	00.6542
12502	A	00.6542
12503	F	00.5906
12504	G	00.4668
12505	B	00.5906
12506	E	00.6542
12601	E	00.6542
12602	A	00.6542
12603	F	00.5906
12604	G	00.4668
12605	B	00.5906
12606	E	00.6542

EXHIBIT "B"

PERCENTAGE OWNERSHIPS OF COMMON
ELEMENTS AND SHARE OF COMMON EXPENSES

BUILDING 13

<u>APARTMENT NUMBER</u>	<u>APARTMENT TYPE</u>	<u>PERCENTAGE SHARE</u>
13101	E	00.6542
13102	A	00.6542
13103	F	00.5906
13105	B	00.5906
13106	E	00.6542
13201	E	00.6542
13202	A	00.6542
13203	F	00.5906
13204	G	00.4667
13205	B	00.5906
13206	E	00.6542
13301	E	00.6542
13302	A	00.6542
13303	F	00.5906
13304	G	00.4667
13305	B	00.5906
13306	E	00.6542
13401	E	00.6542
13402	A	00.6542
13403	F	00.5906
13404	G	00.4667
13405	B	00.5906
13406	E	00.6542
13501	E	00.6542
13502	A	00.6542
13503	F	00.5906
13504	G	00.4667
13505	B	00.5906
13506	E	00.6542
13601	E	00.6542
13602	A	00.6542
13603	F	00.5906
13604	G	00.4667
13605	B	00.5906
13606	E	00.6542

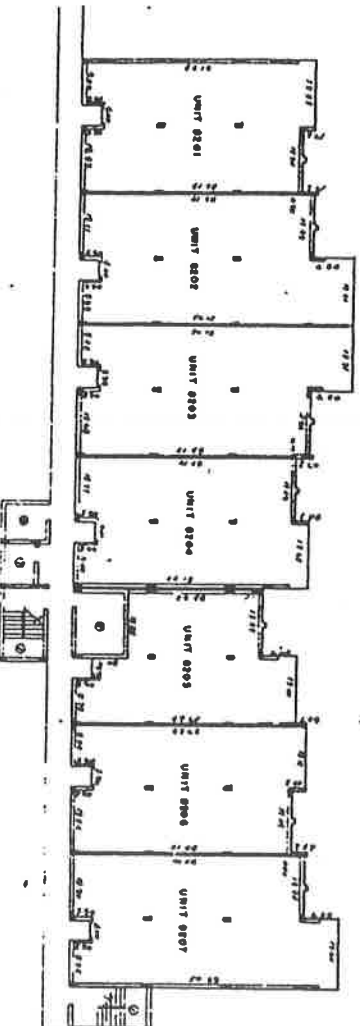
REORDERER'S MEMO Legality
of Writing, Typing or Printing
unlawful in this document
when received

EXHIBIT 'A'

AMENDED TO AND MADE A PART OF
"DECLARATION"
BY SOUTHERN DEVELOPMENT, INC.

LEGEND

BUILDING 9 2nd FLOOR



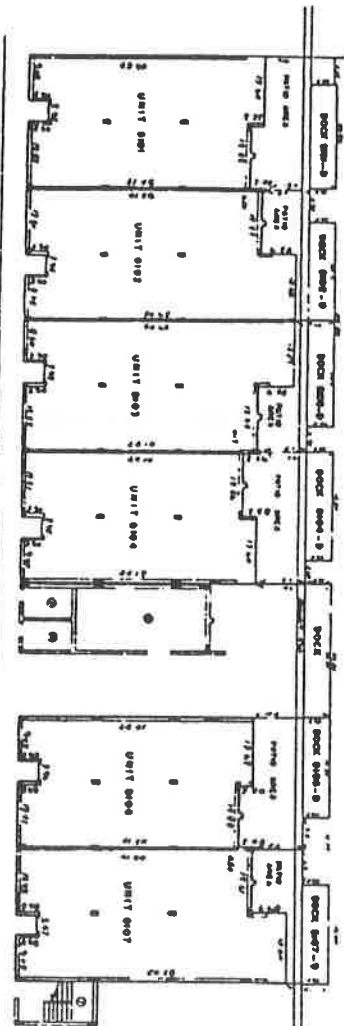
NOTES

1. The units shown on this floor plan are for information only and are not to be used as a basis for any legal action.

CERTIFICATION

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original document as the same appears in the files of the Department of the Interior.

BUILDING 8 GROUND (1st) FLOOR



BUILDING 8	8001	8002	8003	8004	8005	8006	8007
BLOCK 8	8001	8002	8003	8004	8005	8006	8007
A COMPREHENSIVE	8001	8002	8003	8004	8005	8006	8007
2 EAST 80TH FLOOR	8001	8002	8003	8004	8005	8006	8007
BLOCK 8, FLOOR 8	8001	8002	8003	8004	8005	8006	8007
UNIT 8001	8001	8002	8003	8004	8005	8006	8007
UNIT 8002	8001	8002	8003	8004	8005	8006	8007
UNIT 8003	8001	8002	8003	8004	8005	8006	8007
UNIT 8004	8001	8002	8003	8004	8005	8006	8007
UNIT 8005	8001	8002	8003	8004	8005	8006	8007
UNIT 8006	8001	8002	8003	8004	8005	8006	8007
UNIT 8007	8001	8002	8003	8004	8005	8006	8007

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RECORDER'S MEMO
of Writing, Typing or Binding
un satisfactory in this document
when received

EXHIBIT "A"

APPROVED TO AND MADE A PART OF
"DECLARATION"
BY REALTOR DEVELOPMENT, INC.

LEGEND

- 1. UNIT
- 2. BATH
- 3. KITCHEN
- 4. LIVING ROOM
- 5. BED ROOM
- 6. PORCH
- 7. STAIRS
- 8. HALL
- 9. CLOSET
- 10. TERRACE
- 11. DRIVEWAY
- 12. GARAGE
- 13. POOL
- 14. FENCE
- 15. LANDSCAPE
- 16. UTILITY
- 17. STORAGE
- 18. LAUNDRY
- 19. BREAKFAST ROOM
- 20. DINING ROOM
- 21. ENTRY
- 22. PORCH
- 23. TERRACE
- 24. DRIVEWAY
- 25. GARAGE
- 26. POOL
- 27. FENCE
- 28. LANDSCAPE
- 29. UTILITY
- 30. STORAGE
- 31. LAUNDRY
- 32. BREAKFAST ROOM
- 33. DINING ROOM
- 34. ENTRY
- 35. PORCH
- 36. TERRACE
- 37. DRIVEWAY
- 38. GARAGE
- 39. POOL
- 40. FENCE
- 41. LANDSCAPE
- 42. UTILITY
- 43. STORAGE
- 44. LAUNDRY
- 45. BREAKFAST ROOM
- 46. DINING ROOM
- 47. ENTRY
- 48. PORCH
- 49. TERRACE
- 50. DRIVEWAY
- 51. GARAGE
- 52. POOL
- 53. FENCE
- 54. LANDSCAPE
- 55. UTILITY
- 56. STORAGE
- 57. LAUNDRY
- 58. BREAKFAST ROOM
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- 60. ENTRY
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- 62. TERRACE
- 63. DRIVEWAY
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- 71. BREAKFAST ROOM
- 72. DINING ROOM
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- 96. LAUNDRY
- 97. BREAKFAST ROOM
- 98. DINING ROOM
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- 101. TERRACE
- 102. DRIVEWAY
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- 137. DINING ROOM
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- 140. TERRACE
- 141. DRIVEWAY
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- 340. LANDSCAPE
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- 342. STORAGE
- 343. LAUNDRY
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- 345. DINING ROOM
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- 349. DRIVEWAY
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- 368. STORAGE
- 369. LAUNDRY
- 370. BREAKFAST ROOM
- 371. DINING ROOM
- 372. ENTRY
- 373. PORCH
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- 377. POOL
- 378. FENCE
- 379. LANDSCAPE
- 380. UTILITY
- 381. STORAGE
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- 383. BREAKFAST ROOM
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- 398. ENTRY
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- 400. TERRACE
- 401. DRIVEWAY
- 402. GARAGE
- 403. POOL
- 404. FENCE
- 405. LANDSCAPE
- 406. UTILITY
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- 408. LAUNDRY
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- 411. ENTRY
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- 413. TERRACE
- 414. DRIVEWAY
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- 416. POOL
- 417. FENCE
- 418. LANDSCAPE
- 419. UTILITY
- 420. STORAGE
- 421. LAUNDRY
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- 424. ENTRY
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- 426. TERRACE
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- 429. POOL
- 430. FENCE
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- 432. UTILITY
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- 561. LANDSCAPE
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- 564. LAUNDRY
- 565. BREAKFAST ROOM
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- 567. ENTRY
- 568. PORCH
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- 577. LAUNDRY
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- 585. POOL
- 586. FENCE
- 587. LANDSCAPE
- 588. UTILITY
- 589. STORAGE
- 590. LAUNDRY
- 591. BREAKFAST ROOM
- 592. DINING ROOM
- 593. ENTRY
- 594. PORCH
- 595. TERRACE
- 596. DRIVEWAY
- 597. GARAGE
- 598. POOL
- 599. FENCE
- 600. LANDSCAPE
- 601. UTILITY
- 602. STORAGE
- 603. LAUNDRY
- 604. BREAKFAST ROOM
- 605. DINING ROOM
- 606. ENTRY
- 607. PORCH
- 608. TERRACE
- 609. DRIVEWAY
- 610. GARAGE
- 611. POOL
- 612. FENCE
- 613. LANDSCAPE
- 614. UTILITY
- 615. STORAGE
- 616. LAUNDRY
- 617. BREAKFAST ROOM
- 618. DINING ROOM
- 619. ENTRY
- 620. PORCH
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- 624. POOL
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- 629. LAUNDRY
- 630. BREAKFAST ROOM
- 631. DINING ROOM
- 632. ENTRY
- 633. PORCH
- 634. TERRACE
- 635. DRIVEWAY
- 636. GARAGE
- 637. POOL
- 638. FENCE
- 639. LANDSCAPE
- 640. UTILITY
- 641. STORAGE
- 642. LAUNDRY
- 643. BREAKFAST ROOM
- 644. DINING ROOM
- 645. ENTRY
- 646. PORCH
- 647. TERRACE
- 648. DRIVEWAY
- 649. GARAGE
- 650. POOL
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- 997. PORCH
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- 999. DRIVEWAY
- 1000. GARAGE
- 1001. POOL
- 1002

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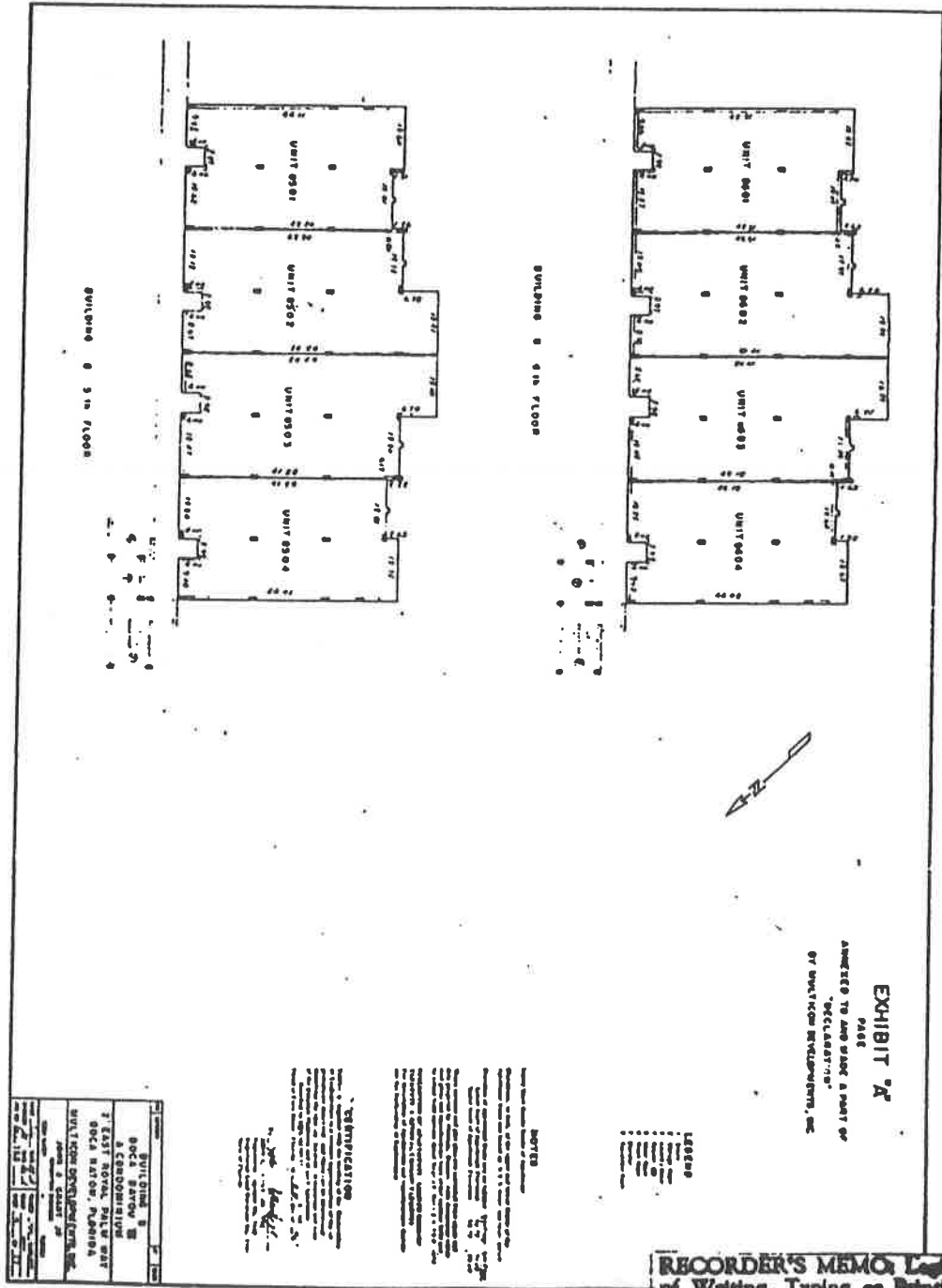


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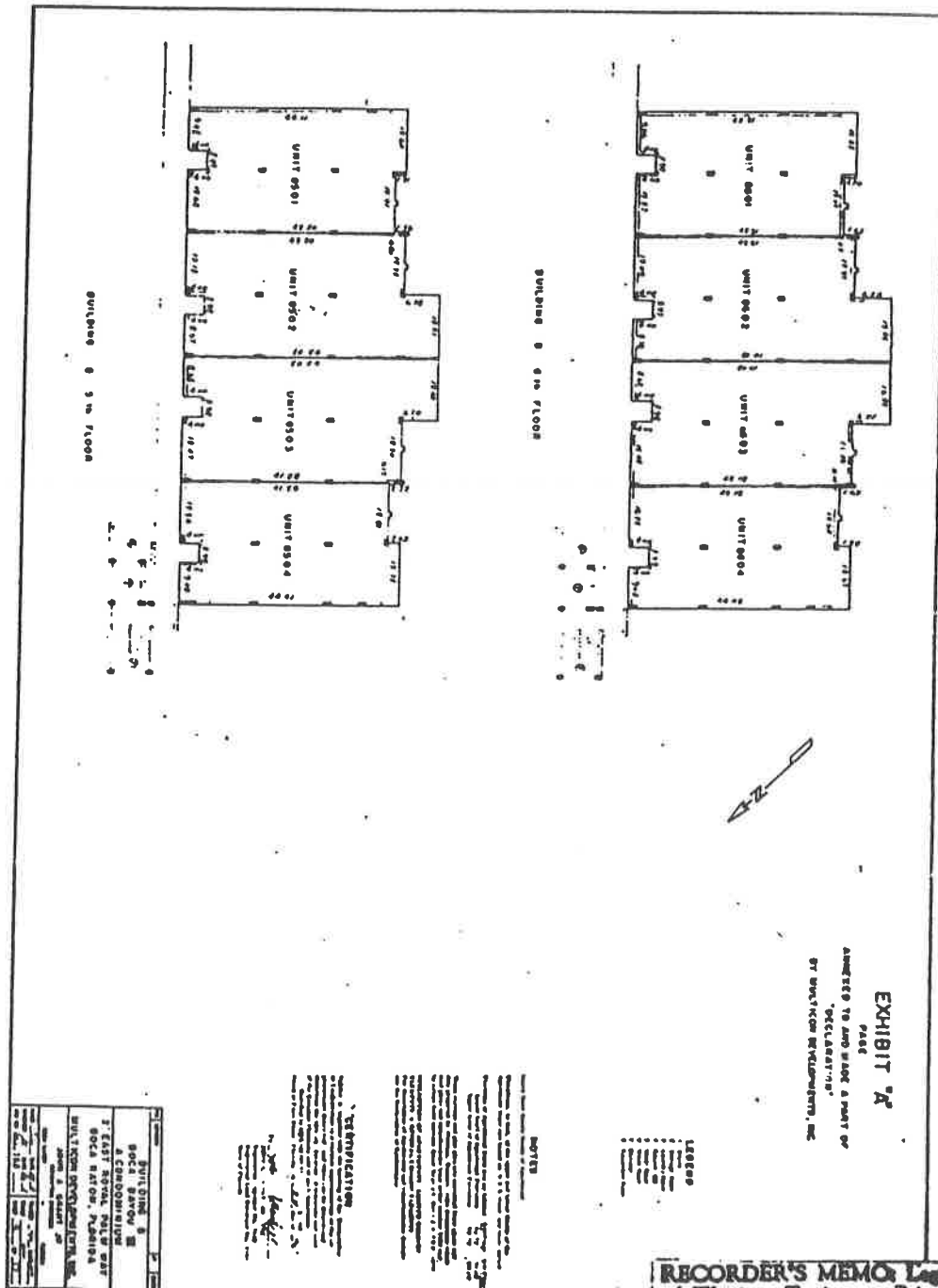
AMENDED TO AND MADE A PART OF

"DECLARATION"

OF SPECIFIC IMPROVEMENTS, INC.

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DECLARATION

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NOTES

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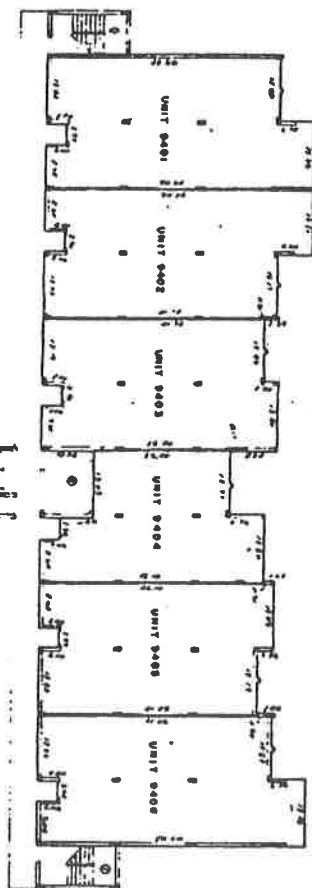
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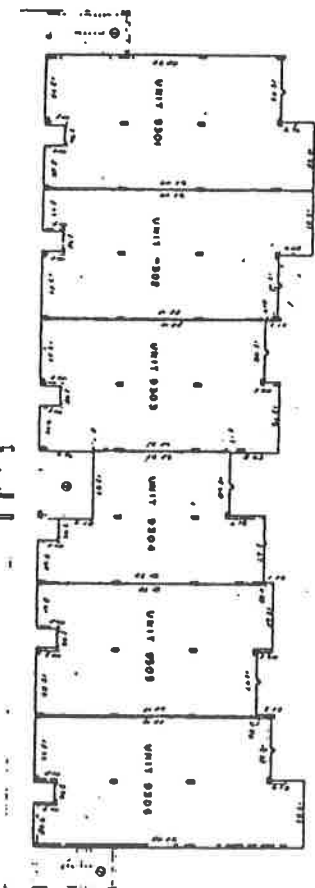
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EXHIBIT 'A'

Page 1
APPROVED TO AND MADE A PART OF
"DECLARATION"
BY HALLIDAY DEVELOPMENT, INC.



BUILDING 9 4th FLOOR



BUILDING 9 3rd FLOOR

LEGEND
1. UNIT
2. STAIR
3. ELEVATOR
4. HALL
5. CORRIDOR
6. ENTRY
7. LOBBY
8. RECEPTION
9. OFFICE
10. CONFERENCE
11. MEETING
12. BREAKFAST
13. DINING
14. KITCHEN
15. BATH
16. TOILET
17. CLOSET
18. STORAGE
19. GARAGE
20. DRIVEWAY
21. PARKING
22. LANDSCAPE
23. FENCE
24. GATE
25. SIGN
26. LIGHT
27. PLANT
28. TREE
29. SHRUB
30. FLOWER
31. FRUIT
32. VEGETABLE
33. HERB
34. SPICE
35. OIL
36. VINE
37. ROOT
38. BARK
39. LEAF
40. SEED
41. FRUIT
42. VEGETABLE
43. HERB
44. SPICE
45. OIL
46. VINE
47. ROOT
48. BARK
49. LEAF
50. SEED

NOTES

1. The above floor plan is a true and correct copy of the original floor plan as shown to the undersigned by the architect, and the undersigned hereby certifies that the same is a true and correct copy of the original floor plan as shown to the undersigned by the architect.

CERTIFICATION

I, the undersigned, hereby certify that the above floor plan is a true and correct copy of the original floor plan as shown to the undersigned by the architect, and the undersigned hereby certifies that the same is a true and correct copy of the original floor plan as shown to the undersigned by the architect.

BUILDING 9	DOCK SATUR 2E
1. ALL CONSTRUCTION	1. ALL CONSTRUCTION
DOCK SATUR 2E	DOCK SATUR 2E
HALLIDAY DEVELOPMENT, INC.	HALLIDAY DEVELOPMENT, INC.
1. ALL CONSTRUCTION	1. ALL CONSTRUCTION
DOCK SATUR 2E	DOCK SATUR 2E
HALLIDAY DEVELOPMENT, INC.	HALLIDAY DEVELOPMENT, INC.

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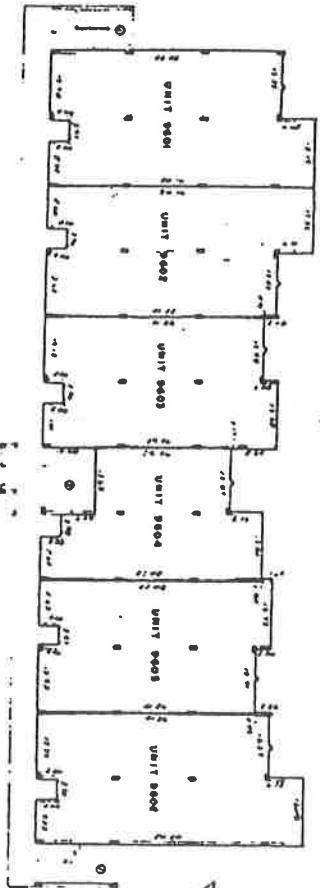
EXHIBIT "A"

PRESENTED TO AND MADE A PART OF
 "DECLARATION"
 BY MULTICOM RECORDERS, INC.

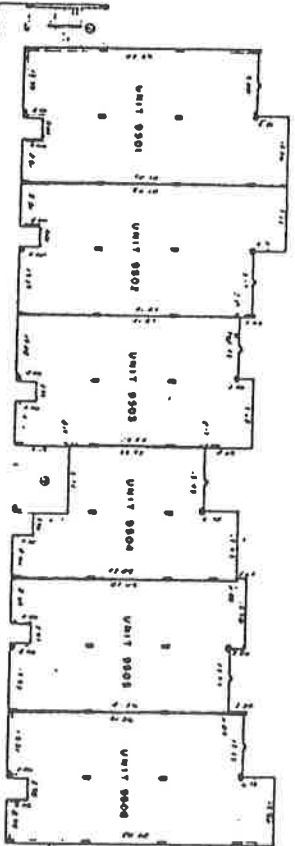
LEGEND

- UNIT 9501
- UNIT 9502
- UNIT 9503
- UNIT 9504
- UNIT 9505
- UNIT 9506

BUILDING 9 - 5th FLOOR



BUILDING 9 - 5th FLOOR



CERTIFICATION

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original document as the same appears to me, and I am not aware of any other copy of the same.

UNIT 9501	UNIT 9502	UNIT 9503	UNIT 9504	UNIT 9505	UNIT 9506
900 S. BAYVIEW	900 S. BAYVIEW	900 S. BAYVIEW	900 S. BAYVIEW	900 S. BAYVIEW	900 S. BAYVIEW
1 CONDOMINIUM	1 CONDOMINIUM	1 CONDOMINIUM	1 CONDOMINIUM	1 CONDOMINIUM	1 CONDOMINIUM
2 EAST BAYVIEW PALM WAY	2 EAST BAYVIEW PALM WAY	2 EAST BAYVIEW PALM WAY	2 EAST BAYVIEW PALM WAY	2 EAST BAYVIEW PALM WAY	2 EAST BAYVIEW PALM WAY
900 S. BAYVIEW, FLORIDA	900 S. BAYVIEW, FLORIDA	900 S. BAYVIEW, FLORIDA	900 S. BAYVIEW, FLORIDA	900 S. BAYVIEW, FLORIDA	900 S. BAYVIEW, FLORIDA
MULTICOM RECORDERS, INC.	MULTICOM RECORDERS, INC.	MULTICOM RECORDERS, INC.	MULTICOM RECORDERS, INC.	MULTICOM RECORDERS, INC.	MULTICOM RECORDERS, INC.

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 PAGE
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 "DECLARATION"
 BY BUILDING DEVELOPMENT, INC.

LEGEND
 ...
 ...

NOTES
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 ...

DESCRIPTION
 ...
 ...

BUILDING 3	SOCA BAYON
A CONDOMINIUM	
7 EAST ROYAL PALM WAY	
SOCA BAYON, FLORIDA	
BUILDING DEVELOPMENT, INC.	
JOHN A. SMITH	
...	...

BUILDING 10 GROUND FLOOR

BUILDING 10 2nd FLOOR



2365 1694

XVI. TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

1. The termination of the Condominium may be effected by the agreement of all Apartment Owners and first mortgagees of record and the lessor under the Recreational Facility Lease entered into by the Association which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Palm Beach County, Florida.
2. Destruction: If it is determined in a manner elsewhere provided that the Condominium Property shall not be reconstructed after casualty, the Condominium plan of ownership will be terminated and the Condominium Documents revoked. Determination not to reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.
3. Shares of Apartment Owners After Termination: After termination of the Condominium, the Apartment Owners shall own the Condominium Property as tenants in common in undivided shares, and the holders of mortgages and liens against the Apartment or Apartments formerly owned by such Apartment Owners shall have mortgages and liens upon the respective undivided shares of the Apartment Owners as set forth in Exhibit "B". All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Apartment Owners and their first mortgagees in proportion to their ownership of the Common Elements. The costs incurred by the Association in connection with a termination shall be a common expense.
4. Following termination, the Condominium Property may be partitioned and sold upon the application of any Apartment Owner. Following such termination, should more than seventy-five (75%) percent of the Apartment Owners and their mortgagees vote to accept an offer for the sale of the Condominium Property, each Apartment Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors would then direct. In such event, any action for partition or other division of the Condominium Property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.
5. The members of the Board of Directors acting collectively as agent for all Apartment Owners shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

proceedings during which thirty (30) days the Association shall have the right to cure such default by payment to such mortgagee of all sums due upon such default; following such payment, such mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to purchase said mortgage, together with any costs incident thereto, from such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee taking title on such foreclosure sale may acquire such Apartment and occupy the same and let, relet, sell and resell the same without complying with the restriction limiting the occupation of said property to persons approved by the Association.

If the Association or any members as aforesaid, redeems such mortgage or cures such default, it shall have a lien against the Apartment for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment, said lien to be subordinate to the lien of the mortgage redeemed.

XIX. LIENS

1. Protection of Property: All liens against an Apartment other than the permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an Apartment shall be paid before becoming delinquent.
2. Notice of Lien: An Apartment Owner shall give notice to the Association of every lien upon his Apartment other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.
3. Notice of Suit: Apartment Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Apartment or any other part of the property, such notice to be given within five (5) days after the Apartment Owner receives notice thereof.
4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

XX. PROVISIONS PERTAINING TO THE DEVELOPER

For so long as the Developer continues to own any of the Apartments, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of an apartment owner to pay assessments as to each Apartment owned by it, in accordance with the Condominium Documents:

1. For so long as the Developer owns one (1) or more Apartments in any condominium in the Boca Baycu Project, a majority of the Board of Directors of the Association shall be elected by the Developer in accordance with the Articles of Incorporation and the By-Laws of the Association, 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.
2. The Developer specifically disclaims any intent to have made any warranty or representation in connection with Condominium Property or the Condominium Documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of Common Expenses are deemed accurate, but no warranty or guarantee is made or intended, nor may one be relied upon.
3. The Developer, at the time of recording of this Declaration of Condominium, is the owner in fee simple of all the real property of the Condominium, which includes the Condominium Units or Apartments together with the appurtenances thereto, and is the Lessor of the land included in the Recreational Facility Lease. As such the Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease, rent, mortgage, assign or otherwise encumber any Unit or Apartment to any persons or entities approved by the Developer.

The Developer shall also retain the right to at any time reacquire fee simple title to any Unit. The Developer further retains the right to make use of the Condominium Property for the purpose of conducting any business necessary to consummate the sales of Units, and to promote sales of Condominium Units. This reservation of right or privilege in the Developer includes but is in no way limited to the right to maintain a model, erect signs, maintain an office, staff the office with employees, and to use any and all Common Elements and to show Apartments then unsold. Any improvements placed on the lands of the Condominium for the purpose of sales such as a sales office, signs, telephones, or any other promotional items shall not be considered Common Elements or Limited Common Elements nor attachments to the Condominium Property but shall remain the property of the Developer and may be removed at any time convenient to the Developer.
4. The Developer retains the right to be considered an owner of any Apartment that remains unsold, and shall be treated the same as any other Owner under the same terms and conditions as each and every Unit Owner with respect to his right to sell, rent, or lease as contained in this Declaration of Condominium, the Articles of Incorporation, the By-Laws, and the Rules and Regulations.

5. During the time that certain Apartments are unsold and remain the property of the Developer, the Developer shall be assessed on the unsold Apartments for that portion of the Common Expense and maintenance which is in excess of the total sums collected by assessments against the Owners of other Apartments. The Developer shall not be liable for any assessment for the rental with regard to the Recreational Facility Lease. Neither the Association nor any other Owner of any Apartment shall be liable for paying the assessments for rentals due on any Units owned by the Developer and the Owners of other Apartments shall be responsible only for paying their share of the rental on said Recreational Lease to the Association. The Association, in turn, shall only be responsible for paying rental to the Lessor on Apartments owned by persons other than the Developer.
6. Developer hereby retains an easement of ingress and egress over the Common Elements of the subject property for the purpose of assuring access for the construction of future buildings involved in the BOCA BAYOU Project.

XXI. APARTMENT DEEDS

Any transfer of an Apartment shall include all appurtenances thereto whether or not specifically described.

XXII. CAPTIONS

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

XXIII. SEVERABILITY

If any of the provisions of this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Florida then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provisions, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

XXIV. CONSTRUCTION

This Declaration shall be construed pursuant to the laws of the State of Florida. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF the Developer has executed this Declaration of Condominium on this 6th day of November, 1974.

ATTEST:

Raymond D. Heine, Jr.
Assistant Secretary

MULTICON DEVELOPMENTS, INC.

BY: John B. Deinhardt

President

(Seal)

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared JOHN B. DEINHARDT President of the Corporation and RAYMOND D. HEINE, JR. Assistant Secretary respectively of the Corporation named as owner in the foregoing Declaration, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 6th day of November, 1974.

M. Kathryn Gidd
NOTARY PUBLIC

My Commission Expires:

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

OFFICIAL
RECORD 2365 PAGE 1683

JOINDER AND CONSENT OF MORTGAGEE
TO DECLARATION OF CONDOMINIUM

THIS JOINDER AND CONSENT made and entered into this 23rd day of October, 1974 by JAMES D. HARPER, JR., FRANK E. FEDER, ABNER D. GOLDSTINE, JAMES C. HILL, ALLEN T. MURPHY, ALBERT G. OAKS, BOYD J. SIMMONS, not individually, but as Trustees of CONTINENTAL ILLINOIS REALTY, a California real estate investment trust, (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagee is the owner and holder of a Mortgage dated August 28, 1973 and recorded September 4, 1973 in Official Records Book 2208 at Page 1546 of the Public Records of Palm Beach County, Florida (hereinafter called the "Mortgage"); and

WHEREAS, the Mortgage encumbers the land described in Exhibit A attached to the Declaration of Condominium of Boca Bayou III, (hereinafter called the "Declaration") to which this Joinder and Consent is attached; and

WHEREAS, Mortgagee has agreed to join in and consent to the Declaration;

NOW, THEREFORE, Mortgagee agrees as follows:

1. Mortgagee does hereby join in the creation of and consents to the recordation of the Declaration.
2. Mortgagee agrees that the lien of the Mortgage, as the same applies to and encumbers the land described in Exhibit "A" attached to the Declaration (the Land), shall be upon the condominium parcels, apartments and common elements of Boca Bayou III as described in the Declaration.
3. This Joinder and Consent shall apply and be effective solely to the land and nothing herein contained shall affect, alter, or modify in any manner whatsoever the terms and conditions, lien, operation, effect and priority of the Mortgage upon any real property encumbered by the Mortgage.

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

Witness:

Melinda Wright
Norcas Usher

CONTINENTAL ILLINOIS REALTY

BY: Smithy P. Hoge

BY: Rich R. R.

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ not individually, but as Trustee of CONTINENTAL ILLINOIS REALTY, a California real estate investment trust, and having proper authority to execute the foregoing instrument on behalf of CONTINENTAL ILLINOIS REALTY, and to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal this _____ day of _____, 197_____.

Notary Public

My Commission Expires:

REC-2365 PAGE 1684

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On October 23, 1974 before me, the undersigned,
a Notary Public in and for said County and State, personally appeared
Timothy P. Hogan, known to me to be the Assistant
Secretary, and Richard S. Robinson, known to
me to be the Assistant Secretary of the Trust that
executed the within Instrument, known to me to be the persons who
executed the within Instrument on behalf of the Trust therein named,
and acknowledged to me that such Trust executed the within instrument
pursuant to its by-laws or a resolution of its Board of Trustees.

WITNESS my hand and official seal

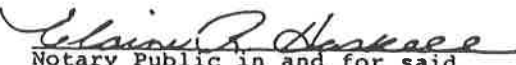

Notary Public in and for said
County and State

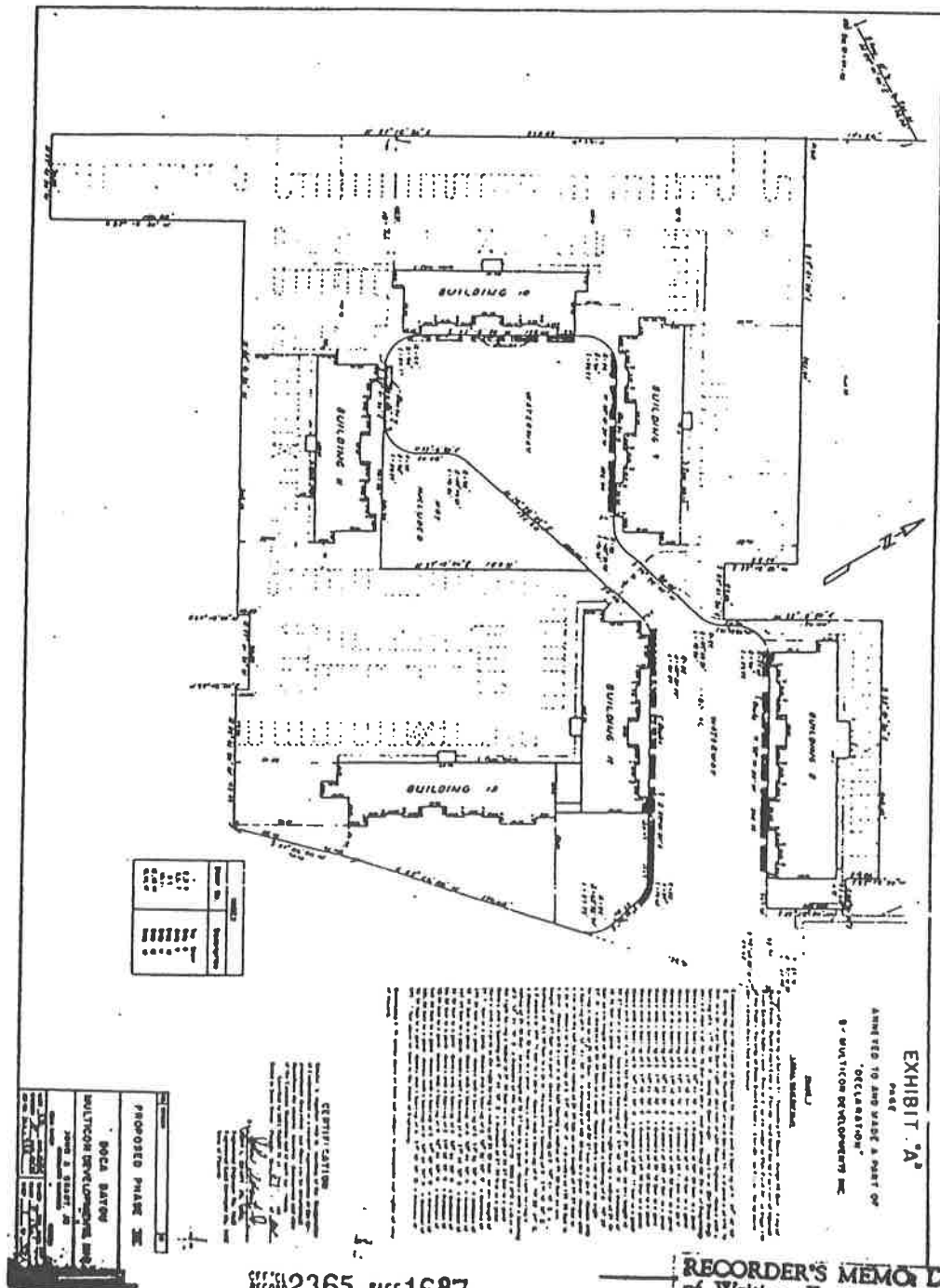


EXHIBIT "A"

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, 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 141.56 feet to a point said point being the Point of Beginning; thence with a bearing of $S. 52^{\circ} 41' 30'' E.$ a distance of 341.00 feet to a point; thence with a bearing of $S. 37^{\circ} 18' 30'' W.$ a distance of 55.10 feet to a point; thence with a bearing of $S. 52^{\circ} 41' 30'' E.$ a distance of 44.00 feet to a point; thence with a bearing of $N. 37^{\circ} 18' 30'' E.$ a distance of 120.00 feet to a point; thence with a bearing of $S. 52^{\circ} 41' 30'' E.$ a distance of 208.13 feet to a point; thence with a bearing of $S. 37^{\circ} 18' 30'' W.$ a distance of 24.50 feet to a point; thence with a bearing of $S. 52^{\circ} 41' 30'' E.$ a distance of 24.60 feet to a point; thence with a bearing of $S. 37^{\circ} 18' 30'' W.$ a distance of 60.00 feet to a point; thence with a bearing of $N. 52^{\circ} 41' 30'' W.$ a distance of 202.77 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 $S. 37^{\circ} 18' 30'' W.$ a distance of 10.36 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 $S. 79^{\circ} 28' 07'' W.$ a distance of 80.45 feet to a point; thence with a curve to the right having a radius of 25.00 feet, an arc length of 20.87 feet to a point; thence with a bearing of $N. 52^{\circ} 41' 30'' W.$ a distance of 126.00 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 $S. 37^{\circ} 18' 30'' W.$ a distance of 128.00 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 $S. 52^{\circ} 41' 30'' E.$ a distance of 161.00 feet to a point; thence with a bearing of $N. 37^{\circ} 18' 30'' E.$ a distance of 159.71 feet to a point; thence with a bearing of $N. 79^{\circ} 28' 07'' E.$ a distance of 54.06 feet to a point; thence with a curve to the right having a radius of 25.00 feet, an arc length of 20.87 feet to a point; thence with a bearing of $S. 52^{\circ} 41' 30'' E.$ a distance of 194.58 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 $S. 7^{\circ} 41' 30'' E.$ a distance of 27.50 feet to a point; thence with a curve to the right having a radius of 25.00 feet, an arc length of 27.77 feet to a point; thence with a bearing of $S. 55^{\circ} 56' 50'' W.$ a distance of 179.04 feet to a point; thence with a bearing of $S. 51^{\circ} 56' 50'' W.$ a distance of 98.10 feet to a point; thence with a bearing of $N. 52^{\circ} 41' 30'' W.$ a distance of 112.49 feet to a point; thence with a bearing of $N. 37^{\circ} 18' 30'' E.$ a distance of 10.00 feet to a point; thence with a bearing of $S. 52^{\circ} 41' 30'' W.$ a distance of 60.00 feet to a point; thence with a bearing of $S. 37^{\circ} 18' 30'' W.$ a distance of 10.00 feet to a point; thence with a bearing of $N. 52^{\circ} 41' 30'' W.$ a distance of 314.00 feet to a point; thence with a bearing of $S. 37^{\circ} 18' 30'' W.$ a distance of 146.88 feet to a point; thence with a bearing of $N. 52^{\circ} 41' 30'' W.$ a distance of 70.00 feet to a point; thence with a bearing of $N. 37^{\circ} 18' 30'' E.$ a distance of 573.47 feet more or less to the Point of Beginning.

Containing 5.15 Acres more or less and subject to easements and rights-of-way of record.



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