

Declaration and Exhibits attached hereto, where applicable, the appropriate provisions of this Declaration and Exhibits attached hereto shall be deemed to be changed and modified by these provisions.

B. DEFAULT BY OWNER. The holder of any mortgage encumbering a condominium unit shall be entitled to written notification from the Condominium Association of any default by a unit owner and/or mortgagor of such unit in the performance of such unit owner and/or mortgagor's obligations under the condominium documents which is not cured within thirty (30) days.

C. NO RESTRICTION ON TRANSFER. Any holder of a mortgage encumbering a condominium unit which comes into possession of said unit pursuant to the remedies provided in said mortgage, or foreclosure of said mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal", including but not limited to all of the provisions of Article XIII of the Declaration of Condominium.

D. UNPAID ASSESSMENTS. Any holder of a mortgage encumbering a condominium unit which comes into possession of said unit pursuant to the remedies provided in said mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property, i.e., condominium parcel-unit free of any claims for unpaid assessments or charges against the mortgaged unit which occur prior to the time such holder comes into possession of the unit (except for claims, for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges or charges to all units including the mortgaged unit).

E. PRIOR APPROVAL. Unless all holders of first mortgage liens on individual units have given their prior written approval, the unit owners, voting members of the Condominium Association and the Condominium Association shall not be entitled to:

1. Change the pro-rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the Condominium.
2. Partition or subdivide any unit or the common elements of the Condominium and additional lands.
3. By act or omission seek to abandon the condominium status of the condominium except as provided by the applicable provisions of Florida Statute 711 (1973) and except in the case of "Major Damage", as provided in Article XII (b) (2) above.
4. To seek to amend the Declaration of Condominium or the By-Laws of the Association in any way which would constitute a material change of any of the rights of any Institutional Mortgagee.
5. In the event there is professional management, to elect to terminate such management and assume self-management of the Condominium.

F. PRIORITY OF ENCUMBRANCE. All taxes, assessments and charges which may become liens prior to a mortgage encumbering a condominium unit under Florida law shall relate only to the condominium units and not the condominium as a whole.

G. APPURTENANCES ENCUMBERED. All appurtenances which are regarded as part of the value of a condominium unit for purposes of the appraisal upon which a mortgage loan is predicated (such as parking, recreation, and service areas) are a part of the condominium and are covered by the mortgage at least to the same

extent as are general common elements. All amenities of the condominium are common elements of said condominium. Common elements means the portion of the condominium property not included in the condominium units. All such amenities are fully installed and completed and are available for use by unit owners.

H. CERTIFICATION OF DOCUMENTS. This condominium has been created and is existing in full compliance with requirements of the condominium enabling statute of the State of Florida and all other applicable federal or state laws. This Declaration has been executed by W. Michael Brinkley, Zeiher and Brinkley, 2881 East Oakland Park Boulevard, Fort Lauderdale, Florida, 33306, an attorney authorized to practice law in the State of Florida, who prepared this Declaration of Condominium and Exhibits attached hereto, except for the Survey Exhibits A and B.

I. RIGHT TO INSPECT. All Institutional Mortgagees, upon written request, shall be entitled to:

1. Inspect the books and records of the Association during normal business hours; and
2. Receive an audited Annual Financial Statement of the Association within 90 days following the end of any fiscal year; and
3. Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

J. NOTICE OF DAMAGE. In the event of "Major Damage" to, or destruction of, any unit, or in the event of damage or loss of the common elements exceeding \$5,000.00, all Institutional Mortgagees holding a first mortgage on any unit will be entitled to receive timely written notice of any such damage or destruction, and no provision of any of the Condominium Documents, will entitle the owner of a unit or other party, priority over such Institutional Mortgagee as to the distribution of insurance proceeds with respect to such unit.

K. NOTICE OF CONDEMNATION. If any unit, or portion thereof, or common elements, or portion thereof, is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by condemning authority, then any Institutional Mortgagee holding a first mortgage on any unit will be entitled to receive timely written notice of any such proceeding or proposed acquisition and no provision of any of the Condominium Documents establishing the Condominium will entitle the owner of a Unit or other party to priority over such Institutional Mortgagee as to the distribution of proceeds with respect to such unit.

L. MORTGAGEE REGISTER. The Association shall maintain a register of all Institutional Mortgagees and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said Institutional Mortgagee. The Association may make such charge as it deems appropriate against an applicable unit for maintaining a Mortgagee Register, and for supplying the information provided for herein.

ARTICLE XIII

DEVELOPER'S RIGHT TO MANAGE

A. TERMINATION OF CONTROL. The provisions contained in this Declaration of Condominium, and the Articles of Incorporation and the By-Laws attached hereto, providing for the management and control of the Association by the Developer, shall continue in full force and effect, notwithstanding any contrary provisions contained in any of the aforementioned documents, until the "First Election of Directors" as provided for in Article V of the Articles of Incorporation.

ARTICLE XIX

COMPLIANCE WITH LAWS

A. ADOPTION. The present provisions of the Condominium Act of the State of Florida are hereby incorporated herein by reference and made a part hereof. The provisions of this Declaration, and the Exhibits attached hereto, which are at variance with the Condominium Act, shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; and otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated herein.

B. GENERALIBILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, The Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:

FLORANADA DEVELOPMENT CORP.

By: Ernesto Sartori
ERNESTO SARTORI, President

Attest:

W. L. Cusumano
W. L. CUSUMANO, Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ERNESTO SARTORI, President, and W. L. CUSUMANO, Secretary, of the above named corporation to me known to be the persons described in and who executed the foregoing Declaration of Condominium, and they acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State,
this 27th day of September, 1974.

John M. Lounsbury
Notary Public, State of Florida

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LAROE
MY COMMISSION EXPIRES JULY 12, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

(SEAL)

RECORD 2354 PAGE 1098

February 12, 1974

Certificate of Architect

To Declaration of Condominium for Boca Linda North Association.
Certificate of Architect made this 12th day February, 1974.

I, Lawrence Browning, of Browning and Boese, Architects, 822
S. E. 9th Street, Deerfield Beach, Florida, certify as follows:

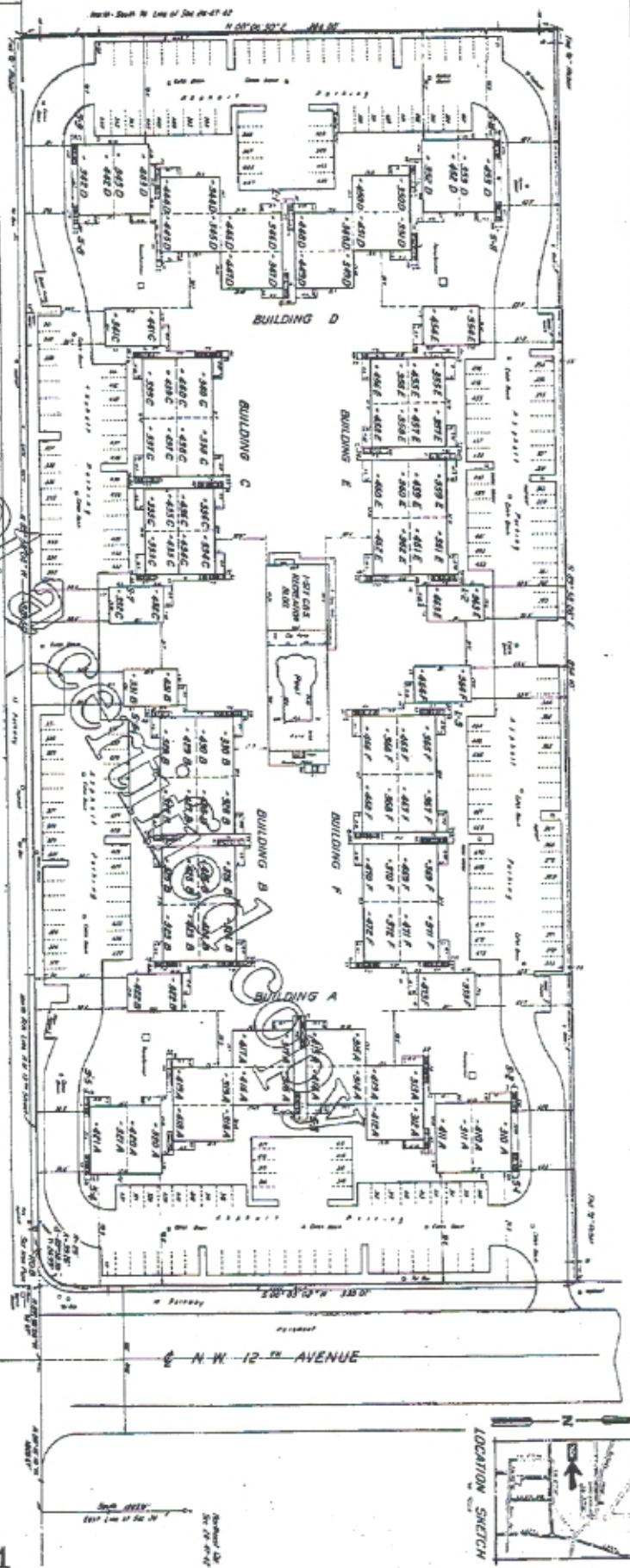
1. I am an Architect authorized to practice in the State of Florida.
2. This certificate is made as to Boca Linda North, a condominium, located on the northwest corner of Northwest 12th Avenue and Northwest 13th Street, Boca Raton, Florida, and in compliance with Sec. 711.08 (1) (e) Florida Statutes, 1963.
3. The following exhibits to the Declaration of Condominium:

<u>EXHIBIT NO.</u>	<u>TITLE</u>
A.	Survey
A.1.	Site Plan
A.2.	Storage Space Schedule
A.3.	Elevations
B.1.	Floor Plan "A", two bedroom, two bath
B.2.	Floor Plan "B", three bedroom, two bath
B.3.	Floor Plan "C", One bedroom, one bath
B.4.	Floor Plan "D", two bedroom, two bath
B.5.	Typical Floor Elevations

together with the wording of the declaration, is a correct representation of the improvements described, and there can be determined therefrom the identification, location, dimensions and size of the common elements of each unit.

Lawrence Browning
Lawrence Browning, Architect
Florida registration No. 2100

822 SE 9th Street / Deerfield Beach, Florida 33441 / ph 421-0279



CERTIFICATE

This is the study that I have written. I have written it for the purpose of showing the results of my research on the effects of the environment on the development of the individual. I have written it for the purpose of showing the results of my research on the effects of the environment on the development of the individual. I have written it for the purpose of showing the results of my research on the effects of the environment on the development of the individual.

CERTIFICATION

the Agency, the program and projects described in this report, and the necessary support of the Department of Transportation, a number of individuals of the Department's staff, and we can be extremely thankful for the worthy, valuable assistance and help of the funding and experienced personnel of the General Economic Development and Planning Division of the United States Department of Transportation. We are especially indebted to the staff of that Division, those of the Office of Economic Development, the

DESCRIPTION OF CONDOMINIUM BOUNDARY

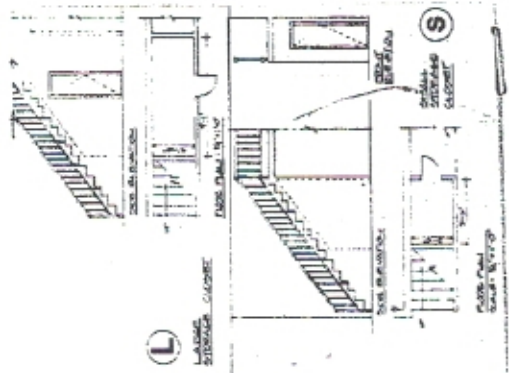
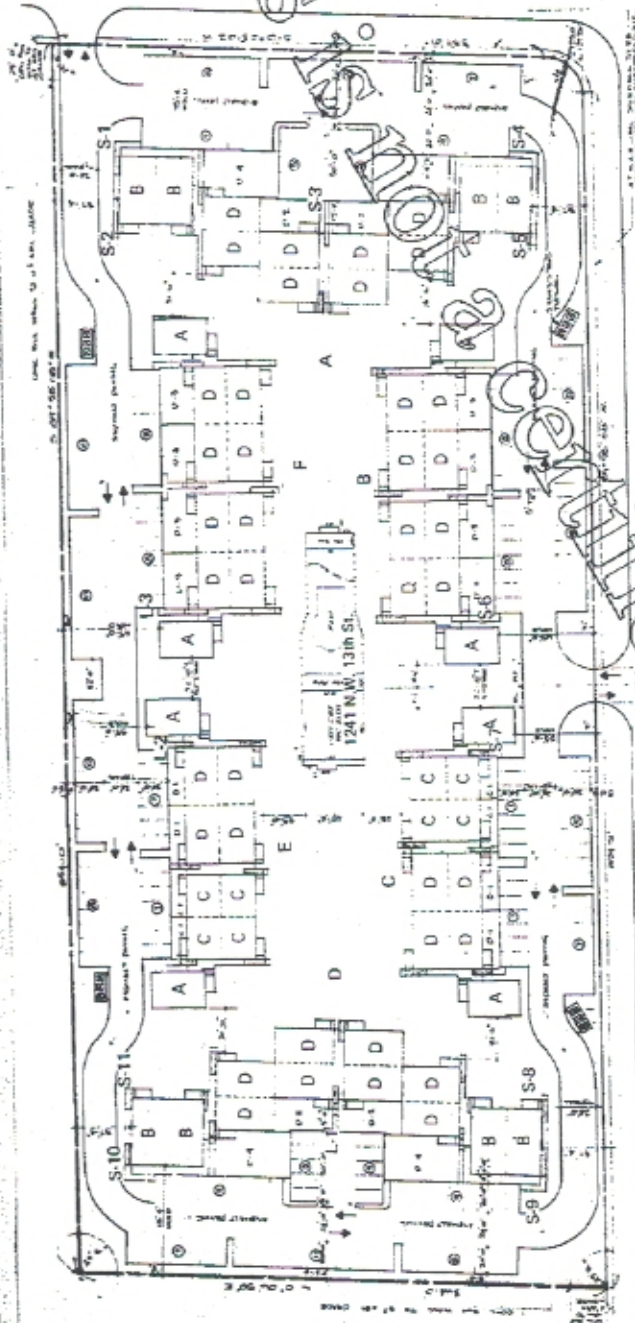
A report of a large outbreak of *Shigella* flexneri (type 3a) in the United States, involving 100 cases, was reported by Dr. J. H. Tarr, of the University of Michigan, in a letter to the *Journal of the American Medical Association*, dated March 1, 1936. The outbreak was reported to have occurred in the city of Detroit, Michigan, during the winter of 1935-1936. The outbreak was reported to have occurred in the city of Detroit, Michigan, during the winter of 1935-1936. The outbreak was reported to have occurred in the city of Detroit, Michigan, during the winter of 1935-1936.

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

DATE	NO. OF SHEETS	SHEET #
12/20/06	1206	

BIOCA LINDA NORTH ASSOCIATION INC.
FORANADA DEVELOPMENT CORP., DEVELOPER
BIOCA RAYON, FLORIDA

WILLIAMS HATFIELD & STORER INC.
 (also operating as Williams Hatfield)
 8818 WALTON DRIVE
 FT. LAUDERDALE, FL



STORAGE SPACE SCHEDULE

Small	
Blkg. A	S-1
Blkg. A	S-2
Blkg. A	S-3
Blkg. A	S-4
Blkg. A	S-5
Blkg. B	S-6
Blkg. C	S-7
Blkg. D	S-8
Blkg. D	S-9
Blkg. D	S-10
Blkg. D	S-11

Large	
Blkg. D	L-1
Blkg. E	L-2
Blkg. F	L-3

EXHIBIT A.2.

2354 PAGE 1102

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

JOHN A. GRANT, JR.
CONSULTING ENGINEERS AND LAND SURVEYORS

3333 N. FEDERAL HIGHWAY

BOCA RATON, FLORIDA 33432

PHONE 395-3233

HIGHWAYS AND BRIDGES
STORM DRAINAGE
WATER SUPPLY
LAND DEVELOPMENT STUDIES
SUBDIVISIONS
TOPOGRAPHIC SURVEYS
BEACH EROSION

CONSTRUCTION SURVEYS
MORTGAGE SURVEYS
STRUCTURAL DESIGN
SANITARY SEWERS
MARINAS
CONSTRUCTION SUPERVISION
BULKHEAD LINES

November 9, 1973 (Revised)

Florida Development Corp.
3035 E. Commercial Boulevard
Ft. Lauderdale, Florida 33308

Re: Boca Linda North on the N.W. corner of N.W. 12th Avenue & 13th Street
Our Job No. JG 100-1267-A

Gentlemen:

In regards to your request, November 1, 1973, the following are the finish first floor elevations of the six (6) buildings at the above referenced project.

Bldg.	A (1-E)	Fin. Floor Elevation	13.36
Bldg.	B (3-S)	Fin. Floor Elevation	13.38
Bldg.	C (2-SW)	Fin. Floor Elevation	13.34
Bldg.	D (1-W)	Fin. Floor Elevation	13.36
Bldg.	E (2-W)	Fin. Floor Elevation	13.33
Bldg.	F (3-E)	Fin. Floor Elevation	13.32

The above elevations are referenced to National Ocean Survey (N.O.S.) datum.

We trust the above meets with your approval and if we can be of further assistance, please contact this office.

Very truly yours,

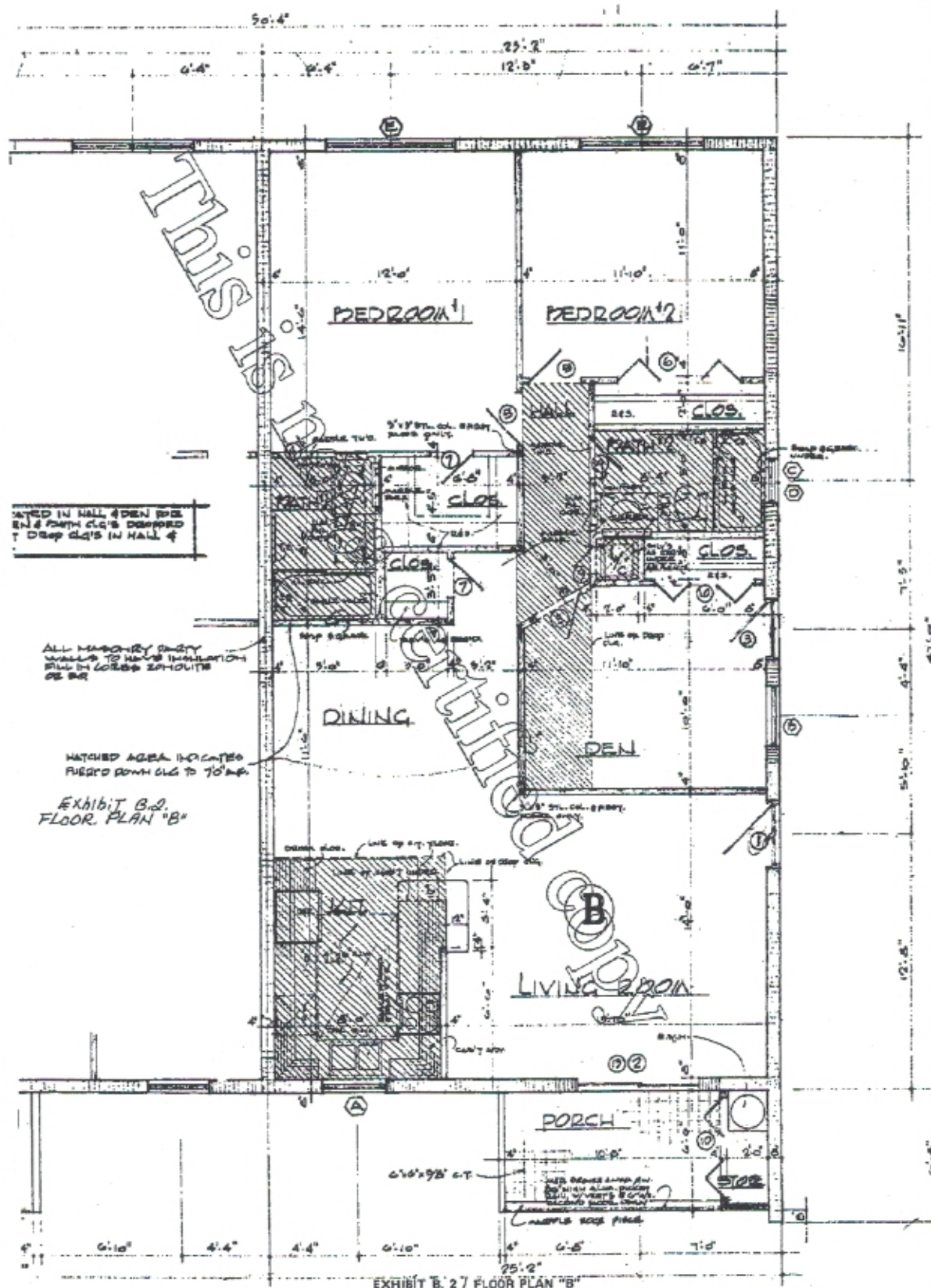
JOHN A. GRANT, JR., INC.

John A. Grant, Jr.
President

JAG:mi

OFFICIAL RECORD 2354 PAGE 1103

EXHIBIT A. 3

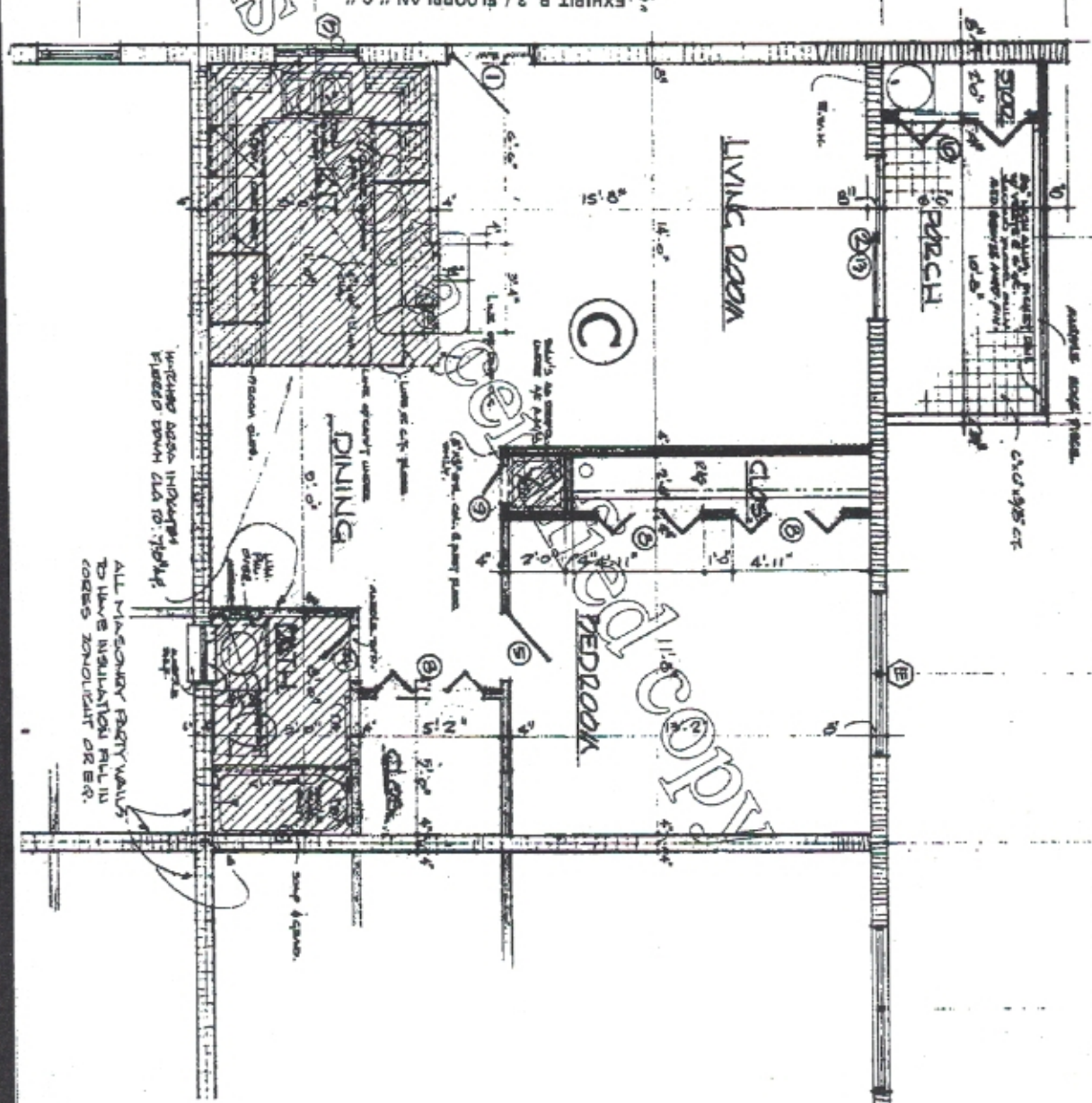


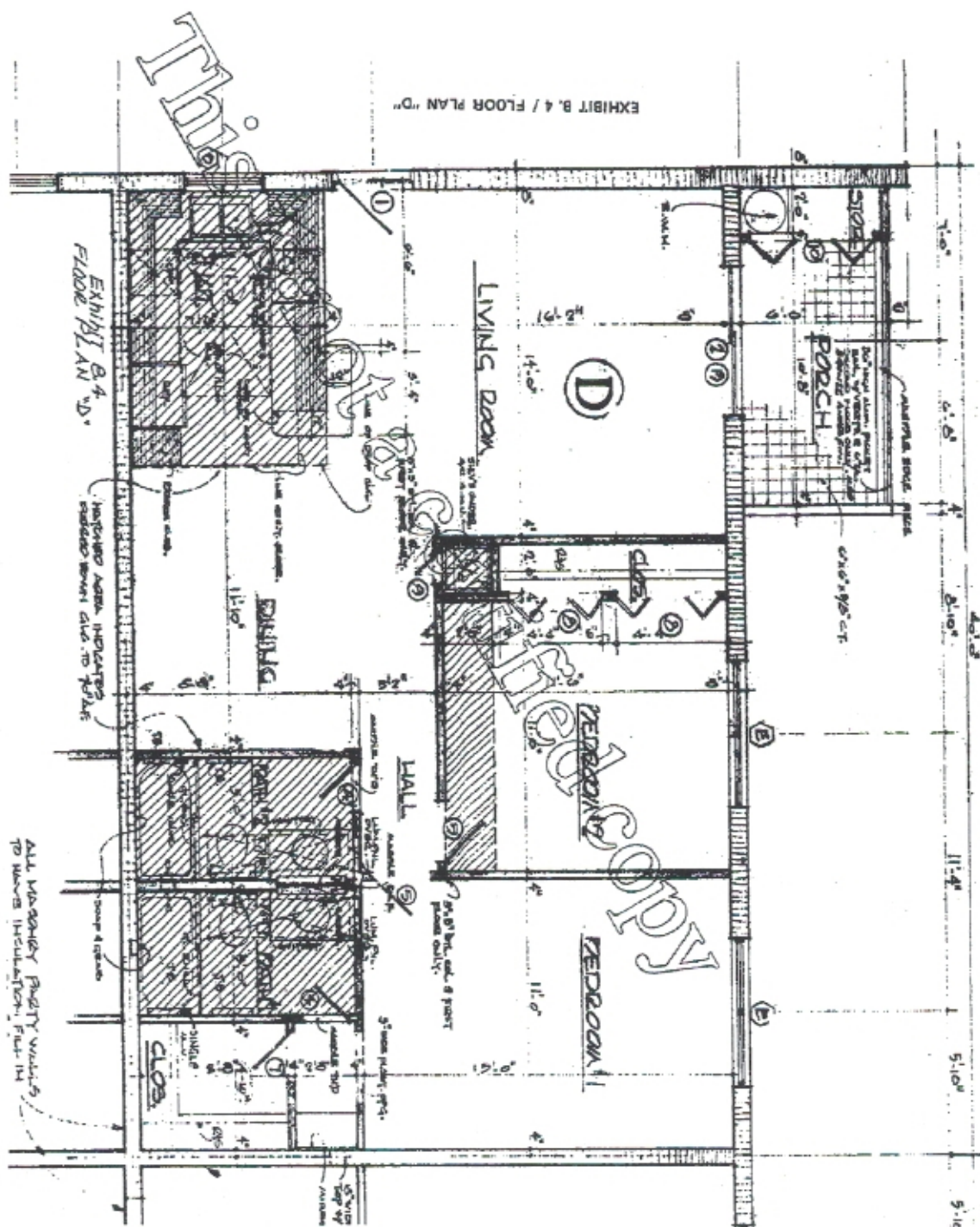
RECORDER'S MEMO: Legibility
of writing, Typing or Printing
unsatisfactory in this document
when received.

This

Exhibit B.3
FLOOR PLAN "C"

EXHIBIT B.3 / FLOORPLAN "C"





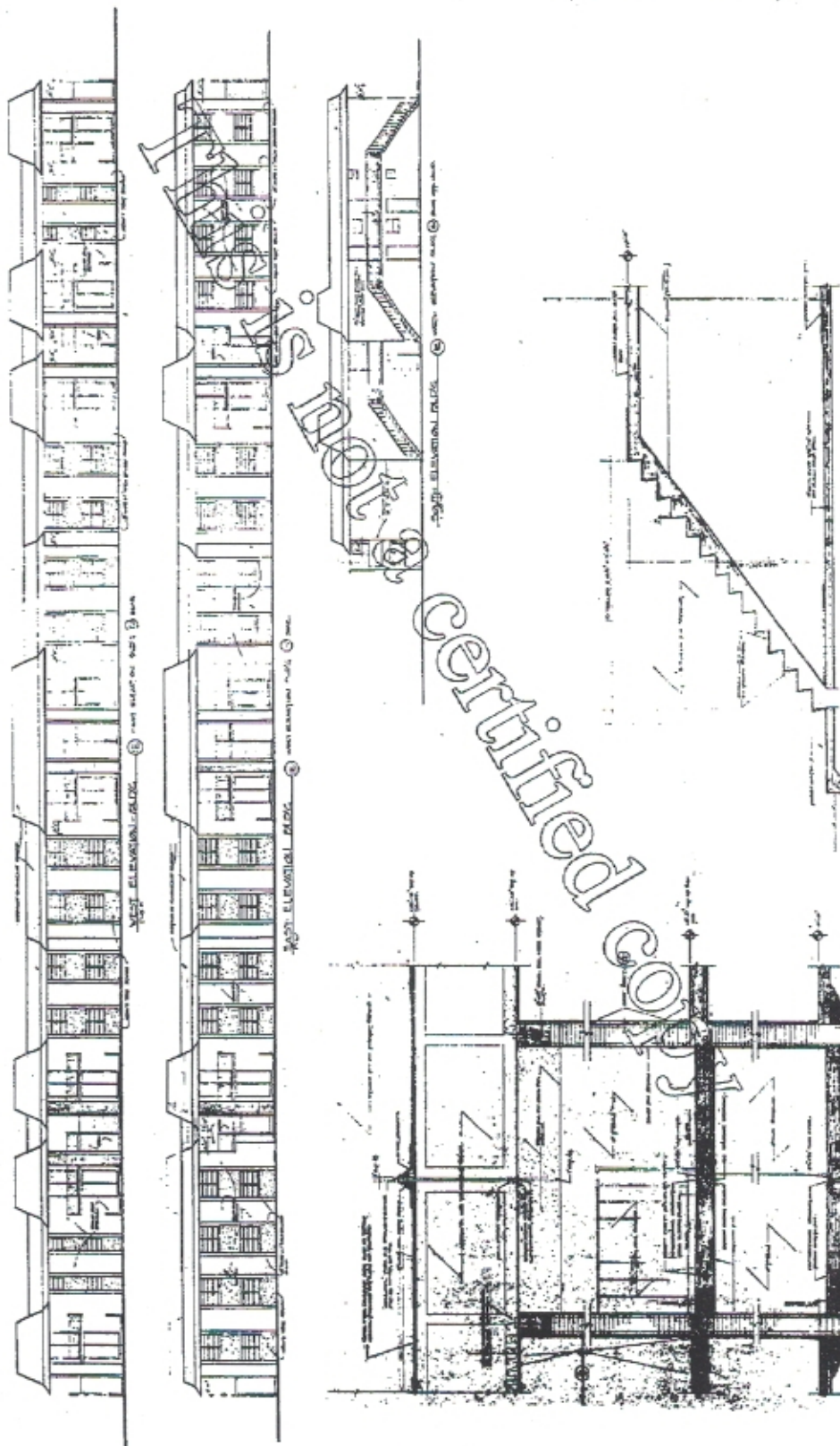


EXHIBIT B. 5

Boca Linda North Apts. Floorplan development case		LAWRENCE BROWNING/LESTER W. BOESE/AVORISCH SUB COMMERCIAL INSURERS/PLAUSIBLE BY 735-444. PHOENIX 83800		Date 10/1/73 10/1/73 10/1/73
--	--	---	--	---------------------------------------

STATE OF FLORIDA

DEPARTMENT OF STATE



I, DOROTHY W. GLISSON, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

BOCA LINDA NORTH ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 24th day of September, A.D., 1974
as shown by the records of this office.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
24th day of September,
A.D., 1974

Dorothy W. Glisson

SECRETARY OF STATE

REC'D 2354 PAGE 1109

cor p-94
7-6-74

EXHIBIT "C"

ARTICLES OF INCORPORATION

OF

BOCA LINDA NORTH ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under the laws of the State of Florida, pursuant to F.S. 617 (1973), and certify as follows:

ARTICLE I

Name

The name of the corporation shall be BOCA LINDA NORTH ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II

Purpose

A. PURPOSE. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, F.S. 711.12 (1973) for the operation of BOCA LINDA NORTH CONDOMINIUM located upon the following land:

A parcel of land lying in Section 24, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of Section 24; thence with a bearing of due South along the East line of Section 24, a distance of 1285.76 feet to a point on the North right-of-way line of N. W. 13th Street; thence with a bearing of N. 88°18'18"W. a distance of 1808.67 feet to a point; thence with a bearing of N. 89°58'08"E. a distance of 74.97 feet to a point, said point being the Point of Beginning; thence continue along the aforementioned course a distance of 829.51 feet to a point; thence with a bearing of N. 0°06'50" E. along the North-South 1/4 line of Section 24, a distance of 364.00 feet to a point; thence with a bearing of S. 89°58'08"E. a distance of 854.10 feet to a point; thence with a bearing of S. 0°03'02" W., a distance of 339.01 feet to a point; thence with a curve to the right having a radius of 25.00 feet, an arc length of 39.28 feet more or less to the Point of Beginning.

which lands are called "The Land".

B. INCOME. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

Powers

A. AUTHORITY. The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

(e) The reconstruction of improvements after casualty and the further improvement of the property.

(f) To make, establish and enforce reasonable rules and regulations governing the use of the condominium units, common elements, limited common elements and condominium property as said terms may be defined in the Declaration of Condominium.

(g) To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and By-Laws.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.

(i) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

(j) To contract for the management or operation of portions of the common elements susceptible to separate management, or operation, and to lease such portions.

(k) To employ personnel to perform the services required for proper operation of the condominium.

3. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium.

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

ARTICLE IV

Members

A. PERSONS ENTITLED. The members of the Association shall consist of all of the record owners of apartments in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.