

DEL RIO VILLAGE
TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

Del Rio Village townhomes

Phase I

DEL RIO VILLAGE NORTH

Phase II

Phase III

DISCLAIMER

The documents contained herein are provided as a courtesy by the Association, but are not represented to be complete or accurate to date. Each prospective purchaser, or owner, should refer to the actual documents for the complete and specific terms and provisions contained therein, and contact a Title Company or Attorney for verification of the documents that pertain to their unit.

A PARTIAL COMPILATION OF
HOMEOWNER ASSOCIATION DOCUMENTS

RULES AND REGULATIONS - AMENDMENTS

RECEIVED, DEL RIO, TEXAS
JAN 12 1992
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1. INVALIDITY CLAUSE

Invalidation of any of these Rules by a Court of Competent Jurisdiction shall in no way affect any of the other Rules and Regulations, which shall remain in full force and effect.

2. DAMAGE AND VIOLATIONS RESPONSIBILITY

a. Owners, lessees, their guests and families shall not damage, destroy, or deface any part of the buildings, equipment or furnishings, including all outside furniture. Where any such acts are committed, the owner/member shall be responsible for the costs of such damage and the restoration of the affected areas.

b. Where any violation of the rules and regulations is committed by an owner, lessee, their family or guests, the owner/member shall be responsible for the rectification of said violation and payment of penalties assessed.

3. POOL, CLUBHOUSE, AND TENNIS AREAS

a. There shall be no children below 18 years of age permitted in the clubhouse or office areas without being accompanied by an adult resident,

b. There shall be no pets, running or excessive noise at or around the pool area.

c. Food and beverages may be used at the tennis and pool area so long as they are kept in unbreakable containers. Each owner/member shall be responsible for cleaning up the respective area used by said owner/member, his family, and guests.

d. The Tennis Courts are to be used only for tennis.

e. Use of Common Facilities: Where a living unit is leased and the owner does not reside therein or otherwise use said living unit as his or her primary residence, only the occupant of said living unit shall be permitted to use the pool, clubhouse, or tennis areas, unless said owner pays to the association an additional monthly sum equal to one-half of his or her respective monthly maintenance assessment due and payable pursuant to Section 3(s) of the Rules and Regulations.

4. ENFORCEMENT

a. All Rules, Restrictions, and Requirements may be enforced by due process of law by the Board of Directors. An individual owner may enforce such Rules, Restrictions and Requirements only upon the Board of Director's refusal or failure to act within a reasonable amount of time after request by an owner.

b. In any Court Action taken by the Association to enforce any of the Rules and Regulations, By-Laws, or other restrictions, and where the Association prevails, the offending owner shall be liable to the Association for any attorneys fees and costs incurred therein by the Association.

5. PARKING (Section 3n to be amended to add the following):

a. same

b. No owner, lessee, or their families or guests may use a parking space designated to another owner without the permission of the owner to whom the parking space is designated.

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c. Each unit shall receive 2 parking stickers for its 2 assigned spaces upon filing of vehicle registration with the Board of Directors. There shall be a \$5.00 fee for the replacement of lost stickers. Any vehicle without the proper identification will subject such vehicle to be towed at the vehicle owner's expense, without responsibility on the part of the Association and/or its agents or employees for the costs of towing, loss or damage to such vehicle as a result thereof.

6. STRUCTURAL CHANGES (Section 3g shall be amended by adding the following:)

No structural changes or alterations shall be made in any unit, or to any of the common property except upon approval of the Board of Directors, any committee so designated by the Board of Directors, or as provided in the Declaration of Covenants, Conditions, and Restrictions.

7. MAINTENANCE ASSESSMENTS (Section 3s shall be amended by adding the following:)

Payments of monthly membership dues and/or assessments, both monthly or otherwise, shall be made at the main administrative offices or at such other place as may be designated from time to time. Payments made in the form of checks shall be made to the order of: Del Rio Village Townhouse Homeowners Assoc., Inc. Payments of regular monthly membership dues and/or assessments are due on the first of each month. If any assessment is seven or more days late, there shall be assessed a late charge of \$15.00.

8. PENALTIES

a. Where there has been a violation of any of the Rules and Regulations, excluding assessments, there shall be a one-week grace period upon written notice by the Board of Directors or the appropriately designated committee during which the violator shall correct said violation. There shall be a fine of \$15.00 per week assessed against the owner/violator for every week said violation persists following the grace period. Said fine becomes attachable on the eighth day following written notice.

b. Upon determination by the Board of Directors, or any appropriately designated committee of a violation of any of the Rules and Regulations, the Board or its appropriate committee shall send notice of the violation to the owner/violator.

c. The notice of violation shall inform the owner/violator of the alleged violation, advising him of his right to a hearing before the Board of Directors, including the time, place, and date of said hearing. The Notice shall also inform the owner/violator of his right to have an attorney present at the hearing at his own expense, and the penalty that may be imposed for said violation.

d. Nothing hereunder shall be construed to limit the Association's remedies at law or as otherwise provided for in the By-Laws, Declaration, or Articles of Incorporation.

9. PETS

Any resident who owns a pet such as dogs, cats, and the like, excluding birds, fish, and the small animals normally kept in small cages or like enclosures, must

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Register said pet with the Board of Directors, giving the breed, color, name and date of birth. Any resident who fails to register his pet shall be subject to removal of said pet upon written notice by the Board of Directors.

10. REMOVAL OF FURNISHINGS

It is the responsibility of the owner to remove any furniture or loose debris or fixtures from the outside of his unit during hurricane season. Any owner who fails to do so shall be responsible for any and all damage sustained as a result of said failure.

11. GARBAGE

When garbage is being disposed of, each owner is responsible for discarding garbage in a garbage pail of substantial size.

12. LEASING OR SELLING

a. Initial Notice: In the event of an intended sale or lease, there shall be presented to the Board of Directors or Screening Committee the owner's signed statement of intent to Sell or Lease.

b. Approval Requirements:

1. Lease: A lease in Del Rio shall be written for a period of not less than 1 year. Each unit may execute only one lease per year. Options for renewal are subject to reapproval by the Board of Directors no less than 30 days prior to the date of renewal, and an appropriate application must be submitted to the Board of Directors for such purpose. All lease applications must be accompanied by:

- a. Copy of the lease application.
- b. ~~\$50.00 transfer fee~~ 100⁰⁰
- c. Pet letter.
- d. Rules and Regulation letter signed by the applicant.

2. It is the responsibility of the owner to provide his purchaser or lessee with a copy of the Declarations, By-Laws and Rules and Regulations of Del Rio Townhouses.

3. The owner is responsible for the payment to the Board of Directors prior to the execution of any lease of a Security Deposit equal to six months of said owner's respective maintenance assessment.

c. No lease or sale shall be effective or binding on the Association until written consent has been procured from the Association. Any material misrepresentation on a lease or sale application shall be grounds for cancellation of the deed and/or lease by the Association.

13. NUMBER OF PERSONS

The number of persons permitted to occupy a single unit shall be no more than

1. Two persons in a one-bedroom unit.
2. Four persons in a two-bedroom unit.
3. Six persons in a three-bedroom unit.

4. WEEDS

No sheets, newspapers, foil or the like shall be permitted on the interior or exterior windows of any unit for a period of not more than 30 consecutive days following occupancy.

5. JUNK VEHICLES

- a. No person shall park a vehicle for purposes of storage or junkage.
- b. Any vehicle not running and not moved for a period of seven consecutive days shall be considered a junk vehicle. Upon written request by the Association, the owner of said vehicle shall have the vehicle removed at owner's expense forthwith.

6. COMMERCIAL VEHICLES

- a. The parking of commercial vehicles is prohibited.
- b. A Commercial Vehicle is any vehicle designed, used, or maintained primarily for the transportation of persons or property or otherwise designed, used or maintained primarily for the conduct of any business activity or commercial enterprise.

[Signature]
 DEL RIO VILLAGE TOWNHOUSE ASSOCIATION, INC.

STATE OF FLORIDA)
 : SS
 COUNTY OF BROWARD)

On this 29th day of January, 1982, before me personally appeared Richard B. Bix on behalf of DEL RIO VILLAGE TOWNHOUSE ASSOCIATION, INC. to me known and known to me to be the same person described in and who executed the above instrument and he acknowledged to me that he executed the same.

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:
 at Large
 1984

RECORDED IN THE OFFICIAL RECORDS BOOK
 OF BROWARD COUNTY, FLORIDA
 GRAHAM W. WATT
 COUNTY ADMINISTRATOR

DEF 10006 PAGE 147

STATE OF FLORIDA
 BROWARD COUNTY

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Del Rio Village Townhouse Assoc Inc Rules + Regulations as recorded in D. R. Book 10006 Page 144, 145, 146, 147
 WITNESS my hand and official seal in the City of Fort Lauderdale, Fla. this 2 day of Feb. A. D. 19 82
[Signature]
 County Administrator

JUN 2 1977

75-205708

DEL RIO VILLAGE NORTH TOWNHOUSES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration made this 28th day of October, 1975, by DEL RIO VILLAGE, a Florida partnership, hereinafter referred to as the "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property designated on Exhibit "A" located in Broward County, Florida, which is attached hereto and made a part hereof; and

WHEREAS, the Developer intends that said real estate shall be improved substantially in accordance with that General Plan of Development hereinafter referred to; and

WHEREAS, the Developer desires: (i) to provide for the preservation of the values and amenities in said community and for the maintenance, repair, replacement and administration of such Common Properties; and (ii) to establish the classes of persons entitled to the use of such Common Properties and their respective rights, duties and obligations relative to such use and the payment of their respective shares of the cost of maintenance, repair, replacement and administration; and

WHEREAS, in the development of the said community, the Developer proposes to construct certain residential units and to designate certain Common Properties upon that portion of the property which is described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities in the said community to create an agency for the purpose of maintaining and administering the Common Properties and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has caused to be incorporated under the laws of the State of Florida, a non-profit corporation, the DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC., for the purpose of performing those functions hereinabove set forth; and

WHEREAS, Developer will convey Lots, as the term is hereinafter defined, in the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Developer hereby declares that all of the properties submitted to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I.

DEFINITIONS

For the purpose of the within Declaration, the following definitions shall control.

(a) "Association" shall mean and refer to the DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation.

(b) "Declaration" shall mean the within instrument, together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. The within Declaration may be referred to in any other documents as the Del Rio Village Declaration of Covenants, Conditions and Restrictions.

(c) "Developer" shall mean and refer to DEL RIO VILLAGE, its successors and assigns.

(d) "Development Area" means the property described on Exhibit "A"; hereinafter referred to as "DEV. AREA".

(e) "Common Properties" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

return to → CHICAGO TITLE INSURANCE COMPANY
1000 CHICAGO AVENUE, 3rd FLOOR
MIAMI, FLORIDA 33131

Attest: *Johnson* Owner

Witnessed By
Michael D. Deane, Esq.
Attorney at Law
1975

75 NOV 12 AM 9:17

REC-100
1977 OCT 28

(f) "Lot" shall mean and refer to any plot of land so shown upon any recorded subdivision plat of the Properties.

(g) "Living Unit" shall mean and refer to a building or a portion of a building situated upon the Properties which is designated and intended for use and occupancy for a single family and may include, but is not limited to a townhouse, single family home and apartment.

(h) "Owner" shall mean and refer to the person, persons or entities whose estates or interest individually or collectively aggregate fee simple absolute title to a lot, or to a Living Unit with respect thereto or the individual ownership of a multi-family structure containing two or more Living Units.

(i) "Member" shall mean and refer to each Owner who is a member of the Association as provided in Article IV hereof.

(j) "Institutional First Mortgage" means a bank, or savings and loan association, or an insurance company, or a pension fund or other institutional type lender holding a mortgage encumbering a lot or Living Unit.

(k) "Unimproved Land Within the Development Area" shall mean and refer to that certain parcel of land as more fully described on Exhibit "E", attached hereto, made a part hereof and incorporated herein by reference.

ARTICLE II.

GENERAL PLAN OF DEVELOPMENT

Section 1. There is submitted to this Declaration only that Property described in Exhibit "A".

Section 2. No Property within the proposed Development Area, shall become subject to or affected by the provisions of this Declaration unless and until such Property is specifically made subject to these provisions by the terms of this Declaration or by the filing of an amendment hereto as is hereinafter provided.

Section 3. The general plan of development may include:

(a) Residential units situated in such structure types as the Developer may determine, including but not limited to single-family detached homes, townhouses, and apartment structures.

(b) Such COMMON PROPERTIES and facilities, such as streets, walkways, open spaces, green belts, lakes, tennis courts, playgrounds, swimming facilities and recreation structures as may be constructed by the Developer.

(c) Such streets, rights of way and roads as may be dedicated to the public.

Section 4. It is contemplated as aforesaid that the proposed development may include the construction of various structure types, and the Living Units so constructed may be owned in such various forms of land ownership as are permitted by the laws of the State of Florida, including by way of example, and not by way of limitation, fee simple ownership of a Living Unit and the underlying lot, and the ownership of a multi-family structure containing two or more Living Units by an Owner or a group of Owners operating the said structure as a rental project.

ARTICLE III.

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. The Properties. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is described upon Exhibit "A" attached hereto and made a part hereof.

Section 2. The purpose for the filing of this Declaration is to allow the Developer to develop the Development Area and sell lots and living units therein to persons who will become Owners, so that they may live in an area protected by and with the protections afforded by this Declaration. However, it is contemplated that the UNIMPROVED LAND WITHIN THE DEVELOPED AREA may be conveyed, assigned, sold and transferred to third parties who will not be living on said land nor utilizing said land as their individual residences. Lots so conveyed by the Developer to third parties shall be used and held in fee simple title by said third parties in accordance with this Declaration.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of fee or undivided fee interest in any lot or living unit which is subject to this Declaration and to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include person or entity who hold an interest as security for the performance of an obligation. No Owner shall have more than one membership for each lot or living unit which he owns; such membership shall be evidenced by a membership certificate. Membership shall be appurtenant to and may not be separated from ownership of any lot or living unit which is subject to assessment by the Association. Ownership of such lot or living unit shall be the sole qualification for membership.

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Section 2. Voting Rights. Members of the Association shall be entitled to one vote for each:

- (i) unimproved Lot owned by such member; or
- (ii) one vote for each Living Unit situated on one or more improved Lots.

Each of the properties referred to in sub-paragraphs (i) and (ii) entitling a member to vote, shall be referred to as a Voting Unit.

If any owner consists of more than one person or entity, the Voting Rights for such owner shall not be divided but shall be exercised only as a unit as they, among themselves determine, and such persons collectively shall be entitled to only one vote for each Living Unit.

Section 3. Voting Rights of Developer. Notwithstanding anything to the contrary hereinbefore or hereinafter provided, until such time as the Developer no longer holds title to any Lot or Living Unit or until two years from the date of filing of this Declaration of Covenants, Conditions and Restrictions, whichever event shall occur sooner, the Developer shall have the absolute right to choose all of the officers and directors of the Association. Officers and Directors of the Association so chosen by the Developer need not be owners of Lots or Living Units.

Section 4. The Association may provide such other provisions respecting membership and voting in the Charter and/or By-Laws of the Association, so long as they are not inconsistent with the foregoing provisions.

ARTICLE V.

PROPERTY RIGHTS ON THE COMMON PROPERTIES

Section 1. Members' Right of Enjoyment. Subject to the provisions of Section 3 of this Article, every member shall have a right and easement of enjoyment in and to the Common Properties in common with all other members and such rights and easements shall be appurtenant to and pass with the title to every Lot and Living Unit. Such rights and easements shall inure to the benefit of the member, his family, guests, tenants and contract purchasers.

Section 2. Title to the Common Properties. The Common Properties shall be conveyed by the Developer to the Association at or before the date when the Developer conveys the first Living Unit or Lot. The Common Properties are described upon Exhibit "B" which is attached hereto and made a part hereof. Thereafter additional Common Properties may be added by the Developer by conveyance by the Developer to the Association; said additional Common Properties shall be subject to conditions of this Declaration, and such amendments filed pursuant hereto.

Section 3. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every assessed Lot and Living Unit, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Properties;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage said property, and the right of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot and/or LIVING UNIT remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance. Within two years from the recording of this Declaration, the Association may exercise the aforesaid right of dedication or transfer without such members' approval, provided, however, that consent of the institution holding the largest dollar value of first mortgages on the property must be obtained for such dedication.
- (f) The right of those Owners whose Living Units are situated on individual lots, to the exclusive use of driveways located immediately adjacent to and leading to the Living Units owned by such Owners, if any; and,

(g) The right where designated in this Declaration or amendments thereto of such Owners to use parking spaces located in the Common Properties.

Section 4. Developer's Reserved Rights. Notwithstanding any provision herein to the contrary, the easements created under this Article V., shall be subject to:

(a) The right of the Developer to execute all documents and take such actions and to do such acts affecting the DEV. AREA which, in the Developer's sole discretion, are desirable or necessary to facilitate the Developer's general plan of development, or the actual construction or development of the DEV. AREA.

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Developer to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, or any other utility services serving any Living Unit within the Properties or any portion of the Common Properties.

(c) The Developer shall have full rights of ingress and egress to and through, over and about the Common Properties during such period of time as the Developer is engaged in any construction or improvement work on or within the DEV. AREA, and shall further have an easement for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction.

(d) The right to grant easements over the Common Properties for any purpose, to construct, operate, own, maintain, and connect with all water lines and sewer lines on the Common Properties and to execute any and all instruments to effectuate the purpose of this paragraph.

Section 5. No Dedication to Public Use. Nothing contained in the within Declaration shall be construed or be deemed to constitute a dedication, expressed or implied, of any part of the Common Properties to or for any public use or purpose whatsoever.

Section 6. Easement for Unintentional Encroachment. Notwithstanding any other provisions contained herein, in the event that any Living Unit or any structure containing one or more Living Units or any facilities servicing primarily one or more Living Units, as constructed by the Developer encroaches upon any portion of the Common Properties than a perpetual easement appurtenant to such Living Unit structure shall exist for the continuance of any such encroachment on the Common Properties.

Section 7. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 8. The Developer shall have the unequivocal right of incremental development, in accordance with the provisions of ARTICLE II herein, of the UNIMPROVED LAND WITHIN THE DEVELOPMENT AREA, and the owner shall have a non-exclusive right of use of the COMMON PROPERTIES subject to the right of use of the owners or occupants of the subsequent development of the UNIMPROVED LAND WITHIN THE DEVELOPMENT AREA.

ARTICLE VI.

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot and Living Unit owned by it within the DEV. AREA, and each Owner of each Lot and Living Unit owned by such Owner within the DEV. AREA by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, which covenant shall run with the land and shall be binding upon each and every Owner of such Lot, its successors and assigns, and agree to pay to the Association: (i) annual and/or monthly membership dues; (ii) annual assessment or charges; (iii) special assessments for improvements, such assessments being fixed, established and collected, from time to time as herein-after provided.

The annual and/or monthly membership dues, assessments and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the real estate and improvements against which or with respect to which such assessment is made. Each such obligation, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person, persons or entities who was or were the Owner of such real estate at the time the assessment or membership dues fall due. Such personal obligation shall be a joint and several obligation of the person, persons or entities who are the Owner.

Section 2. Purpose of Assessment. The annual and/or monthly membership dues and assessments levied by the Association shall be used exclusively for the purpose of promoting and recreation, health, safety, welfare, protection and enjoyment of the residents on the DEV. AREA and in particular, for the administrative expenses of the Association and for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes and insurance thereon, the repair, replacement, maintenance and operation thereof, additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis of Annual and/or Monthly Membership dues and Assessment. The Association shall, from time to time, in accordance with the By-laws, fix the assessment at such amount as the Association estimates to be necessary to meet the expenses of the Association. At least thirty (30) days prior to the commencement of each fiscal year the Association shall provide each Owner with the proposed annual budget and notify each Owner of his proportionate share thereof.

(a) No Lot or Living Unit shall be or become subject to or required to pay the membership dues or assessments provided for hereunder until such time as it has been conveyed by the Developer to a Buyer and until such time as there has been issued with respect to such Living Unit, a Certificate of Occupancy (Final or Temporary) by the appropriate municipal authority authorizing occupancy of the said Living Unit or until such authority otherwise authorizes such occupancy. No lien shall attach to any Lot or Living Unit owned by Developer.

(b) The membership dues and assessments to be paid by each Owner of a Living Unit or Lot shall be determined by the Board of Directors of the DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC. The Board of Directors shall from time to time, but not less often than once each year, fix and determine the sum or sums of money necessary and adequate for the operation of the Association and for the other purposes referred to in Section 2 hereof. Such assessments shall be determined as is otherwise provided for in the Charter and By-Laws of the Association. Written notice of the annual and/or monthly membership due and assessment shall be sent to every Owner subject thereto setting forth the due dates of each sum payment.

(c) Upon the purchase of each Lot or Living Unit from the Developer, each Buyer shall pay to the Developer for the benefit of the Association, an amount equal to two times one month's original assessment for such Lot or Living Unit. This amount will be held by the Association as an operating reserve for common expenses, and may be used and applied from time to time as it may be needed toward meeting deficits and for such other expenses to maintain Common Properties as the Association may deem necessary.

Section 4. Revisions of Membership Dues and/or Assessments During the Fiscal Year. If the Association determines, during a fiscal, that its estimate of expenses upon which the annual membership dues and/or assessment for such fiscal year was based, should be revised, the Association shall re-establish the annual membership dues and/or assessment for the remainder of such fiscal and shall notify each Owner accordingly. Within thirty (30) days after such notification, each Owner shall pay the difference between such Owner's share of the annual membership dues and/or assessment as originally established and such shares as revised.

Section 5. Special Assessments for Capital Improvement. In addition to the annual membership dues and/or assessment authorized above, the Association may levy, in any fiscal year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Properties or any portion thereof, including fixtures and personal property related thereto. Such special assessments shall be the obligation of the Owners in the proportion which the number of Living Units owned by each Owner bears to the aggregate number of Living Units then situated upon the DEV. AREA. No such assessment shall be levied unless the same shall be assented to by three-fourths (3/4) of the votes of the Members, who are voting in person or by proxy at a meeting duly called for such purpose. No special assessment in excess of Twenty-five thousand (\$25,000.00) Dollars shall be levied unless assented to by ninety (90%) percent of the vote of the Members, who are voting in person or by proxy at a meeting duly called for this purpose. Each such special assessment shall be due and payable within thirty (30) days after notice thereof is served by the Association upon the Owners.

Section 6. Uniform Rate of Assessment. Both the annual assessments authorized by Section 3 hereof and the special assessments authorized by Section 5 hereof, must be fixed at a uniform rate for all Living Units.

Section 7. Date of Commencement of Annual Membership Dues and/or Assessments and Due Dates. The annual membership dues and/or assessments provided for herein shall commence on the first day of the month following the conveyance by the Developer to the Association of the Common Properties and the first annual membership dues and/or assessment with respect thereto shall be adjusted according to the number of months remaining in the calendar year following such commencement.

The Board of Directors shall fix the amount of the annual membership dues and/or assessment against each Lot and Living Unit at least thirty (30) days in advance of each annual membership and/or assessment period. Written notice of the annual membership dues and/or assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

The Association shall upon demand at any time furnish to any Owner liable for said membership dues and/or assessment a certificate in writing signed by an officer of the Association, setting forth whether said dues and/or assessment have been paid. Such certificate shall be conclusive evidence of payment of any dues and/or assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Membership Dues and/or Assessments. Remedies of the Association; the Personal Obligation of the Owner; the Lien. (a) Any membership dues and/or assessments which are not paid when due shall be delinquent. If the dues and/or assessment is not paid within thirty (30) days after the due date, the dues and/or assessment shall bear interest from the date of delinquency at the rate of nine (9%) percent per annum, and the Association acting through its Board of Directors, may bring an action at law against the Owner, personally

obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such dues and/or assessment. No Owner may waive or otherwise escape liability for the membership dues and/or assessments provided for herein by non-use of the Common Properties or abandonment of his lot or Living Unit. (b) If the dues and/or assessment is not paid within thirty (30) days after it becomes due, the Association shall have a continuing lien on the delinquent lot or Living Unit, which lien shall continue until the delinquent dues and/or assessment is paid. Each Owner of any lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant, which covenant shall run with the land, that such lien does exist and is, and shall be superior to all other charges or liens against the property except the lien of an institutional first mortgage provided in Section 9 hereof. Such lien may be perfected by the filing of an instrument among the Public Records of Broward County indicating the amount of such lien and the obligations for interest and attorneys' fees and costs of collection. Such lien shall be foreclosed in the same manner in which mortgages are enforced and foreclosed.

Section 9. Subordination of the Lien to Mortgage. The lien of the membership dues and/or assessments provided for herein shall be a lien superior to all other liens save and except tax liens and first mortgage liens. If the holder of an Institutional First Mortgage, or a purchaser of a Lot or Living Unit at foreclosure sale, obtains title to a Lot or Living Unit as a result of foreclosure of the Institutional First Mortgage, or if the holder of an Institutional First Mortgage accepts a deed to said Lot or Living Unit in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for any assessments levied prior to its acquisition of title.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined herein; (c) all properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said membership dues, assessments, charges or liens.

ARTICLE VII.

RESTRICTION ON USE OF THE COMMON PROPERTIES AND LIVING UNITS

Section 1. Living Unit Restriction. No Living Unit shall be used for other than as a residence for one family nor shall any Living Unit ever be constructed on the Common Properties, except that Developer reserves the right for itself, or its agents, to use any Living Unit for sale, lease and display purposes.

Section 2. Common Properties Restriction. No industry, business trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Properties, nor shall any "For Sale" or "For Rent" signs or any window display advertising be permitted on any part thereof. Developer reserves the right for itself, or its agents, to place "For Sale", "For Rent" or any other signs on any part of the Common Properties and to use any part of the Common Properties, for sale or display purposes.

Section 3. Obstructions. There shall be no obstruction of the Common Properties except as specifically provided herein, nor shall anything be stored in the Common Properties without the prior consent of the Association; provided however, that Developer may store construction material on the Common Properties when necessary in connection with the development of the properties.

Section 4. Pets. No animals of any kind shall be raised, bred or kept in the Common Properties. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the DEV. AREA upon three (3) days written notice from the Association to the Owner of the Living Units containing such pet.

Section 5. Prescribed Activities. No nuisance, noxious or offensive activity shall be carried on in the Common Properties nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the DEV. AREA.

Section 6. Structural Impairment. Nothing shall be done in, on or to the Common Properties which would impair the structural integrity of any building or structure located thereon.

Section 7. No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Common Properties. The Common Properties shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed therein.

Section 8. Removals. Nothing shall be altered or constructed in, or removed from the Common Properties except upon the written consent of the Board.

Section 9. Living Units. No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to the Common Properties.

Section 10. Rules and Regulations. The Board shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Properties as the Board in its sole discretion deems appropriate or necessary.

12.

Section 11. Architectural Control Committee. From and after the construction by the Developer or his successors or assigns of any building or other improvements upon the DEV. AREA, no building, fence, wall or other structure shall be commenced, erected or maintained upon the DEV. AREA nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII.

PARTY WALL AGREEMENT

Section 1. Establishment of Party Wall. The Owners shall own adjoining parcels of land situated in the development area. The common wall, if any, between each Owner's Lot and between each Living Unit shall constitute a party wall subject to the right of each of the adjoining Living Unit Owners to use it as such.

Section 2. Use of Party Wall. Either of the adjoining Unit Owners shall have the full right to use the party wall in any lawful manner as a party wall for the benefit and support of any Living Unit now or subsequently constructed on his premises; provided, however, that such use shall not injure any adjoining Living Unit or the premises of the adjoining Living Unit Owner, and shall not impair the party wall benefits and support to which such adjoining Living Unit Owner is entitled.

Section 3. Liability for Damage to the Party Wall. Should the party wall, at any time, be injured by any cause other than the act or omission of either of the adjoining Living Units Owners, the wall shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration. Should the party wall be injured by act or omission of either of the adjoining Living Unit Owners, the wall shall be repaired or rebuilt at the party's expense. In the event of dispute as to the amount of loss so sustained, such amount shall be referred to arbitration by two disinterested persons to be appointed one by each adjoining Living Unit Owner, which arbitrator shall, on failure to agree, then choose a third person as final arbitrator.

Section 4. Liability for Cost of Maintaining the Party Wall. The party wall shall be maintained and kept in repair at all times by and at the joint cost of the adjoining Living Unit Owners.

Section 5. Restoration of Damaged or Destroyed Party Wall. Whenever the party wall, or any portion of it, shall be rebuilt, the new wall, or portion of wall, shall be erected on the same spot where the wall, or such portion now stands, and shall be of the same size of the same or similar materials and of like quality. Each adjoining Living Unit Owner is licensed by the other to enter onto the other's premises to do work necessary to effect repairs to the party wall.

ARTICLE IX.

EXTERIOR MAINTENANCE

In the event any Owner of any Lot in the DEV. AREA shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of its Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon, by way of example, including but not limited to, general lawn care maintenance. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE X.

TRANSFER OF DEVELOPER'S RIGHTS

Any right or privilege of the Developer hereunder or under the Articles of Incorporation of Del Rio Village Townhouse Homeowners Association, Inc., and the By-Laws of Del Rio Village Townhouse Homeowners Association, Inc. shall automatically be transferred to the holder of the first mortgage lien on the DEV. AREA on the date of this Declaration, or its successors or assigns, in the event said Mortgagee becomes the owner of the DEV. AREA, or any part thereof, whether by foreclosure, deed in lieu of foreclosure, or otherwise. The said mortgagee shall not be liable for any assessments made as to unoccupied Living Units owned by it, which assessments are hereby waived. The term "mortgagee" includes any successor to such mortgagee by assignment and any entity owned or controlled by mortgagee which may acquire title to substantially all of mortgagee's interest in the DEV. AREA.

ARTICLE XI.

GENERAL PROVISIONS

Section 1. Covenants run with Land. All restrictions, reservations, covenants, conditions, and easements contained in this Declaration shall constitute covenants running with the land, and all grantors, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by and through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Conditions and Restrictions, and (b) the Articles of Incorporation and By-Laws of the Association which shall be the entity responsible for the operation and maintenance of the Common Property.

Section 2. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot or Living Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by 75% of the Members entitled to vote. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Members, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Members. Any amendment must be properly recorded. Notwithstanding the foregoing, Developer shall have the right to amend the Declaration unilaterally at any time that Developer is the owner of one (1) or more of the Living Units.

Section 5. Remedy for Violation. For violation or a breach of any of the provisions herein, or the provisions of the Articles of Incorporation or By-Laws of the Association by any person claiming by, through or under the Developer and/or the Association, or by virtue of any judicial proceedings, the Owner, or the Association, or the Developer or an Institutional First Mortgagee, or any of them, shall have the right to proceed at law for damages or in equity to compel compliance with any of them, or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built within the Properties any structure which is in violation of this Declaration, any of the aforementioned persons or parties may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs, construction, etc., to insure that the property and improvements where such abatement, removal or restoration and construction work shall not be deemed a trespass. In the event that resort to this Section becomes necessary, then the defaulting parties shall be liable for costs of enforcement including attorneys' fees and court costs.

Section 6. Effect of Waiver of Violation. No waiver of a breach of any of the terms, provisions and covenants in this Declaration, or in its Articles of Incorporation and By-Laws, of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant of this Declaration, or the Articles of Incorporation and By-Laws of the Association.

Section 7. Instruments Governing Properties and Owners of Lots. This Declaration and Articles of Incorporation and By-Laws of the Association, which are attached hereto and made a part hereof, as Exhibit "C" and Exhibit "D", respectively, and any lawful amendments, from time to time, to said instruments shall govern the Common Properties and the rights, duties and responsibilities of the Owners.

Section 8. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by Certified Mail at the address of the Living Unit or Lot. Such notices shall be deemed given when deposited in the United States Certified Mails. Any Owner may change his mailing address by written notice given to the Association.

Section 9. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, and the plural shall include the singular.

IN WITNESS WHEREOF, DEL RIO VILLAGE, a Florida partnership, has caused these presents to be executed by its duly authorized partner, this 28 day of October, 1975.

Signed, sealed and delivered
in the presence of:

Willis Meadows
James Allen

DEL RIO VILLAGE

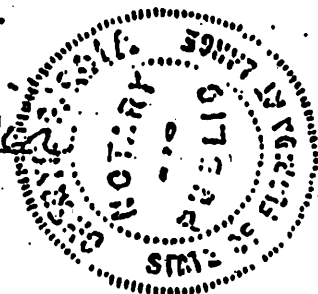
By: *James Allen*
Partner

STATE OF FLORIDA)
COUNTY OF DICKENS) SS:

BEFORE ME, personally appeared, HARVEY GROSSMAN, a Partner of DEL RIO VILLAGE, a Florida partnership, known to me to be the individual described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions on behalf of said partnership, and he acknowledged to and before me that he executed such Declaration for the purposes therein expressed; all by authority in him duly vested.

WITNESS my hand and official seal this 28th day of October, 1975.

Cheryl Harco
Notary Public, State of Florida
at Large.



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 28, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

SEE 6393 PAGE 736

LEGAL DESCRIPTION OF DEVELOPMENT AREA

That certain parcel of land situate, lying and being in BROWARD County,
Florida, more particularly described as follows:

The North 539.30 feet of Tract 9 as measured at right angles
to the North line of said Tract 9 of SPRINGTREE, according
to the Plat thereof, recorded in Plat Book 75, page 49, of the
Public Records of Broward County, Florida.

EXHIBIT "A"

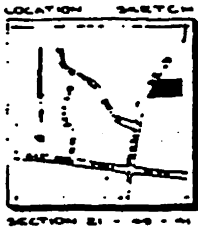
MI 6393
PAGE 757

LEGAL DESCRIPTION OF
DEL RIO VILLAGE NORTH - COMMON PROPERTIES

The Plat of DEL RIO VILLAGE NORTH, according to the Plat thereof, as recorded in Plat Book 86, Page 39, of the Public Records of Broward County, Florida, LESS and EXCEPT all of Blocks 1 through 8, inclusive.

EXHIBIT "B"

REF 6393 PAGE 758



DEL RIO VILLAGE NORTH

A RE-SUBDIVISION OF A PORTION OF TRACT 9, SPRINGTREE

SECTION 21, TOWNSHIP 49 SOUTH, RANGE 41 EAST

CITY OF SUNRISE - BROWARD COUNTY - FLORIDA

DESCRIPTION:

A PORTION OF TRACT 5 OF THE PLAT OF SPRINGER, AS RECORDED IN PLAT BOOK 75, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LIVING SECTION 20, TOWNSHIP 30 SOUTH, RANGE 18 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE CORNER OF THE NORTHWEST CORNER OF SAID TRACT 5, THENCE S 0° 42' 51" W, A DISTANCE OF 150.00 FEET TO A POINT, THENCE S 89° 57' 08" E, A DISTANCE OF 51.25 FEET, A DISTANCE OF 499.66 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 1649.16 FEET, THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.46 FEET TO A POINT, THENCE S 0° 04' 51" W, A DISTANCE OF 150.00 FEET TO A POINT, THENCE S 89° 57' 08" E, A DISTANCE OF 51.25 FEET, THENCE N 0° 05' 08" E, A DISTANCE OF 51.25 FEET, THENCE N 89° 56' 51" W, A DISTANCE OF 150.00 FEET, THENCE N 0° 05' 08" E, A DISTANCE OF 51.25 FEET, THENCE N 89° 56' 51" W, A DISTANCE OF 150.00 FEET, TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1649.16 FEET, THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.46 FEET, THENCE N 0° 05' 08" E, A DISTANCE OF 51.25 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA COUNTY OF BROWARD I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND DECLARED HEREON AND THE SURVEY DATA COMPLETES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

THE PEMS AS SHOWN, WILL BE SET PRIOR TO THE RECORDING OF THIS PLAT

Ref. 6. in = 1.
WILLIAM S. THOMPSON, II
LAND SURVEYOR
FLA. PL. & S. NO. 2229

BROWARD COUNTY DEPARTMENT OF TRANSPORTATION:

THIS PLAN WAS APPROVED AND ADOPTED FOR RECORD THIS 2ND DAY OF JULY A.D. 1978

James V Denegre
COUNTY LAND SURVEYOR
FLA PL & RES NO 2421

JOHN W. GREEN JR.
DIRECTOR
FLA DE REG NO 6976

**BROWARD COUNTY DEPARTMENT OF FINANCE-DIVISION OF
COMPTROLLER:**

STATE OF FLORIDA,) I HEREBY CERTIFY THAT THE ATTACHED PLAT COMPLES WITH THE
COUNTY OF BROWARD) PROVISIONS OF 'AN ACT TO REGULATE THE MAKING OF MAPS AND
PLATS IN THE STATE OF FLORIDA', APPROVED BY THE GOVERNOR THE 27TH DAY OF JUNE
A D 1971
THIS PLAT WAS ACCEPTED FOR RECORD BY THE BOARD OF COMMISSIONERS OF BROWARD
COUNTY, FLORIDA, THIS 20TH DAY OF AUGUST A D 1971

RE LAUTH, INTERIM COUNTY
ADMINISTRATOR

THIS INSTRUMENT FILED FOR RECORD THIS 04 DAY OF October A D 1975, FILED RECORDED
IN BOOK 2 OF PLATS AT PAGE 39, RECORD VERIFIED

PETER A. LOBA COUNTY
ADMINISTRATOR

CITY ENGINEER.

THIS PLAN OF DEL BO VILLAGE NORTH IS HEREBY APPROVED AND ACCEPTED FOR RECORD

CITY OF BIRMINGHAM
PLA NO 2 REG NO 15904

DEDICATION:

STATE OF FLORIDA. I DO KNOW ALL MEN BY THESE PRESENTS THAT DEL RIO VILLAGE, A FLORIDA COMPANY OF EDWARD E. SMITHSHIP, OWNER OF THE LANDS DESCRIBED HEREON AND FIRST NATIONAL CITY BANK, NEW YORK, NEW YORK, AND LINDA TYLE SARGANT COMPANY, OWNER AND HOLDER OF CERTAIN MORTGAGES ON SAID LANDS, HAVE CAUSED THIS INSTRUMENT TO BE DATED AND SIGNED AND PLACED IN THE MANNER SHOWN HEREON, SAID PLAT TO BE SHOWN AS DEL RIO VILLAGE NORTH AND EAST OF SAID MORTGAGES, DESCRIBED AS THE SEVERAL PARCELS OF THE LANDS SHOWN ON THIS PLAT AS COMMON PROPERTY OF SMALL RESIDENT PRIVATE AND THE SOLAR AND SELLERS TRUST, BEING THE DEL RIO VILLAGE, A FLORIDA SMITHSHIP, ITS SUCCESSOR, GRANTEES AND ASSIGNS OF DEL RIO VILLAGE, IT SUCCESSOR, GRANTEES, ALSO RESERVES THE RIGHT TO CONSTRUCT, OWN, OPERATE, MAINTAIN AND CONTROL WITH ALL WATER LINES AND SEWER LINES WITHIN THE COMMON PROPERTY DESCRIBED ON THE PLAT SAID DEL RIO VILLAGE DOES HEREBY GRANT TO THE PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT, THEIR GUESTS AND INVITES, MAIL CARRIERS, HOLDERS OF MORTGAGES LEND ON SUCH LANDS AND OTHER PERSONS, A DEL RIO VILLAGE MAY DESIGNATE FROM TIME TO TIME THE NON-EXCLUSIVE AND EXCLUSIVE RIGHTS OF USE OF SAID COMMON PROPERTY AND ANY PERSONS OR OTHERS NOTWITHSTANDING, DEL RIO VILLAGE MAY DENY ACCESS TO ANY PERSON WHO IN THE OPINION OF DEL RIO VILLAGE MAY CREATE OR PARTICIPATE IN A NUISANCE OR DISTURBANCE ON ANY PART OF THE LANDS.

IN WITNESS WHEREOF WE HEREBY SET OUR HANDS AND AFFIX OUR SEALS ON THIS 31 DAY OF
MAY - A.D. 1975
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF THE NATIONAL CITY BANK

• Alphonse P. Lavigne WITNESS
M. J. Cook WITNESS

2-25- NATIONAL CITY BANK
NEW YORK, NEW YORK

1. Monday V.F.
2. Henry & Maria Ave

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY SEAL ON THIS 9th DAY OF MAY A.D. 1978
 SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF
 DEL. RO VILLAGE, A FLORIDA PARTNERSHIP

Lee 9 22 62
 Dan K... 11 22 62

WAVE GROUNDWATER, PARTIAL

ACKNOWLEDGEMENT:

STATE OF NEW YORK I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE
COUNTY OF NEW YORK ss ME AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE
ACKNOWLEDGEMENTS, ROBERT DEUCHAK AND MURRAY F. WALLACE, VICE PRESIDENT AND ASST. VICE PRESIDENT
RESPECTIVELY OF FIRST NATIONAL CITY BANK, NEW YORK, NEW YORK
AND THEY ACKNOWLEDGED BEFORE ME THE EXECUTION OF THE FOREGOING PLAT AND
INSTRUMENT OF DEDICATION FOR THE PURPOSES AND USES THEREIN EXPRESSED
WITNESS MY HAND AND OFFICIAL SEAL ON THIS 4 DAY OF MAY, A.D. 1975.

FOR COMMISSIONER'S OFFICE. _____

ACKNOWLEDGEMENT

STATE OF FLORIDA ss I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE
COUNTY OF DORCHESTER ss AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE
ACKNOWLEDGEMENTS, HARRY GROSSMAN, AND HE ACKNOWLEDGED BEFORE ME THE EXECUTION
OF THE FOREGOING PLAT AND INSTRUMENT OF DEEDATION FOR THE PURPOSES AND USES
THEREIN EXPRESSED
WITNESS MY HAND AND OFFICIAL SEAL THIS 9 DAY OF MAY A.D. 1976

NOTARY PUBLIC

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING BOARD APPROVED THIS PLAT WITH REGARD TO DEDICATION OF RIGHTS-OF-WAY FOR TRACEDWAYS BY RESOLUTION ONLY ADOPTED THE 30 DAY OF JUNE, A D 1978

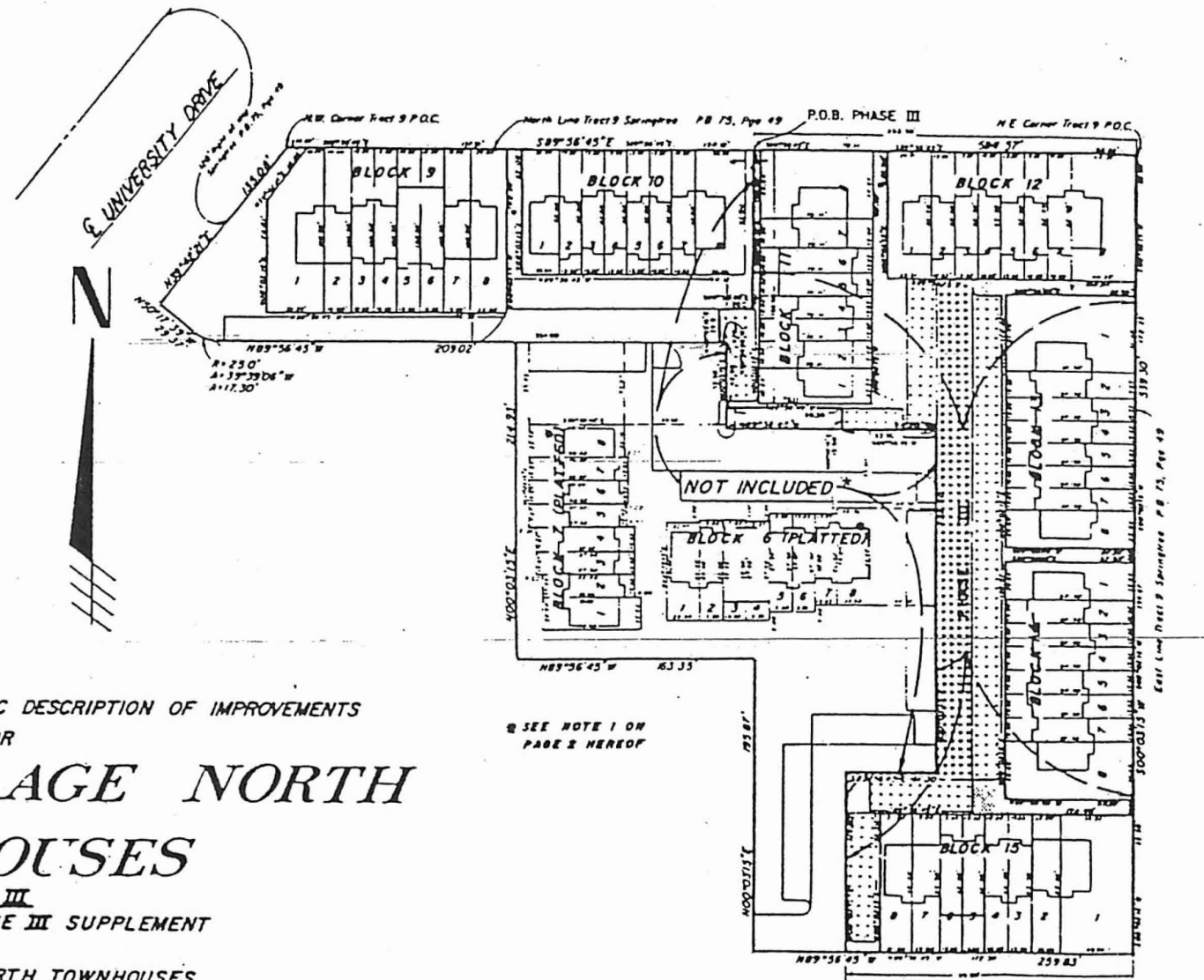
CITY COUNCIL:

THE COUNCIL'S APPROVAL THIS IS TO CERTIFY THAT THE PLAN HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE COUNCIL OF THE CITY OF BIRMINGHAM AND BY RESOLUTION ADOPTED BY SAID COUNCIL THIS 10TH DAY OF JUNE A.D. 1973.

ATTEST: *[Signature]*

5)

- (SEE NOTE 2 ON PAGE 2 HEREOF)



PHASE III
EXHIBIT "B" TO PHASE III SUPPLEMENT
TO

DEL RIO VILLAGE NORTH TOWNHOUSES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SEE NOTE 1 ON
PAGE 2 HEREOF

Donby and Woy P. A.

PHASE - III

IN WITNESS WHEREOF WE HEREBY SET OUR HANDS AND AFFIX OUR SEALS ON THIS 2 DAY OF JAN, A.D. 1975 SIGNED, SEALED AND DELIVERED "CHICAGO TITLE INSURANCE COMPANY"

WITNESS
WITNESS
WITNESS

ACKNOWLEDGEMENT:

STATE OF FLORIDA: I HEREBY CERTIFY THAT ON THIS DAY OF JAN, A.D. 1975, I, DAN PERSONALLY APPEARED BEFORE ME AN OFFICE DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS. I, DAN, AND I, JAMES M. CRIVEN, JR., AND I, THOMAS P. THOMPSON, JR., RESPECTIVELY OF CHICAGO TITLE INSURANCE COMPANY, AND THEY ACKNOWLEDGED BEFORE ME THE EXECUTION OF THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION FOR THE PURPOSES AND USES THEREIN EXPRESSED. WITNESS MY HAND AND OFFICIAL SEAL THIS 2 DAY OF JAN, A.D. 1975.

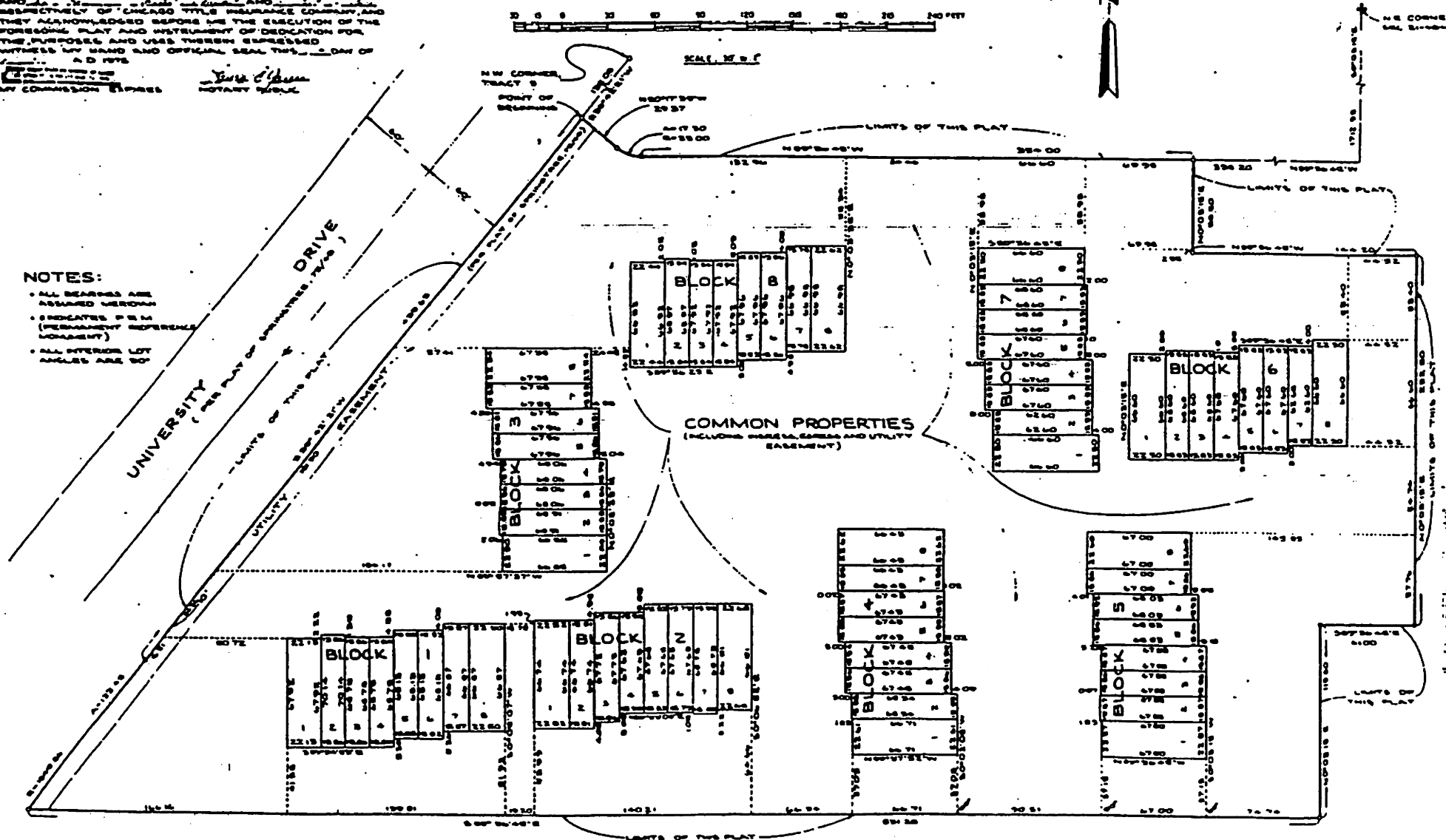
NOTARY PUBLIC
MY COMMISSION EXPIRES

DEL RIO VILLAGE NORTH

DAVIS, CRAVEN, THOMPSON, INC.
CIVIL ENGINEERS - LAND SURVEYORS
400 EAST 80th AVE. SUITE 200
FORT LAUDERDALE - FLORIDA

NOTES:

- ALL BEARINGS ARE ASSUMED VERUM
- INDICATES P.M. (PERMANENT REFERENCE MONUMENT)
- ALL INTERIOR LOT ANGLES ARE 90°



STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

filed in this office on the 22nd day of September

19 75

Charter Number: 733912

GIVEN under my hand and the Great

Seal of the State of Florida, at

Tallahassee, the Capital, this the

29th day of September

19 75

Spencer A. Linder

SECRETARY OF STATE



110

ARTICLES OF INCORPORATION

OF

DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

a corporation not for profit

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I.

The name of the corporation is: DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II.

The principal office of the Association is located at 7732 Balboa Street, Sunrise, Broward County, Florida.

ARTICLE III.

The officers of the Association shall be a President, Vice President, Secretary and Treasurer; and such additional officers as may be specified by the By-Laws. One person may be elected to the offices of Secretary and Treasurer if the Directors so elect. The said officers shall be elected by the Directors at the annual meeting of the Board of Directors, beginning with the annual meeting held in 1975.

ARTICLE IV.

The names of the first officers who are to serve until the first election are:

President:	Harry Grossman
Vice President:	Michael D. Podna
Secretary:	Hortense Grossman
Treasurer:	Hortense Grossman

ARTICLE V.

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide for the preservation of the values and amenities in DEL RIO VILLAGE and for the maintenance, repair, replacement, administration, preservation and architectural control of the residence lots, and common properties within the certain tract of property as more particularly described in that certain Declaration of Covenants, Conditions and Restrictions of Del Rio Village North Townhouses. To establish the classes of person entitled to the use of the common properties and the respective rights, duties and obligations related to such use and the payment of the respective shares of the cost of maintenance, repair, replacement and administration, and to promote the welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose to:

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MIAMI FLORIDA

SEP 23 1975
RECEIVED

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property which has been or will be submitted to the provisions of said Declaration, to be filed for record with the Clerk of the Circuit Court of Broward County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges, membership dues and annual assessments and special assessments, pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase, or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Properties provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;

(g) Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now, or hereafter have or exercise.

ARTICLE VI.

Every person or entity who is a record Owner of fee or undivided fee interest in any Lot or Living Unit which is subject to the Declaration and to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot or Living Unit which he owns; such membership shall be evidenced by a membership certificate. Membership shall be appurtenant to and may not be separate from ownership of any Lot or Living Unit which is subject to assessment by the Association. Ownership of such Lot or Living Unit shall be the sole qualification for membership.

ARTICLE VII.

VOTING RIGHTS

The Association shall have one class of voting membership.

(a) Members of the Association shall be entitled to one vote for each:

(i) unimproved Lot owned by such member; or

(ii) one vote for each Living Unit situated on one or more improved Lots.

Each of the properties referred to in sub-paragraphs (i) and (ii) entitling a member to a vote shall be referred to as a Voting Unit.

If any Owner consist of more than one person or entity, the voting rights for such Owner shall not be divided but shall be exercised only as a Unit as they among themselves determine, and such persons collectively shall be entitled to only one vote for each Living Unit.

(b) Voting Rights of Developer. Notwithstanding anything to the contrary hereinbefore or hereinafter provided, until such time as the Developer no longer holds title to any Lot or Living Unit the Developer shall have the absolute right to choose all of the officers and directors of the Association. Officers and Directors of the Association so chosen by the Developer need not be owners of Lots or Living Units.

(c) The Association may provide such other provisions respecting membership and voting in the Charter and/or By-Laws of the Association, so long as they are not inconsistent with the foregoing provisions.

ARTICLE VIII.

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment to the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors at the next annual meeting are as follows:

Harry Grossman 7732 Balboa Street, Sunrise, Broward County, Florida.

Hortense Grossman 7732 Balboa Street, Sunrise, Broward County, Florida.

Michael D. Boche 7732 Balboa Street, Sunrise, Broward County, Florida.

ARTICLE IX.

DURATION

The corporation shall exist perpetually.

ARTICLE X.

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than

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two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI.

AMENDMENTS

Amendment to these Articles require the assent of seventy-five (75) percent of the entire membership.

ARTICLE XII.

BY-LAWS

The By-Laws of this corporation are to be made, altered, or rescinded by the majority of the membership present or voting by proxy at a meeting where same is to be considered.

ARTICLE XIII.

The Resident Agent to accept service of process within this State shall be:

MICHAEL D. BOONE, ESQ.
Greenberg, Rodne & Kuperstein, P.A.

Suite 1920, One Biscayne Tower
2 South Biscayne Boulevard
Miami, Florida 33131

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 9 day of September, 1975.

[Signature] (SEAL)
[Signature] (SEAL)
Michael D. Boone (SEAL)

STATE OF FLORIDA)
COUNTY OF ESCROW) SS:

I HEREBY CERTIFY that on this day, before me, an officer, duly authorized to take acknowledgments, personally appeared to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of September, 1975.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEP. 26, 1977
BONDED THROUGH GENERAL INSURANCE UNDERWRITERS

My Commission Expires:

Charles C. Garcia
Notary Public, State of Florida
at Large

The undersigned, having been named in these Articles of Incorporation to accept service of process for the above-named corporation, at the place designated in the said Articles, does hereby accept said designation and agrees to comply with the provisions of the Florida Statutes relative to keeping open said office.

GREENBERG, RODNE & KUPERSTEIN, P.A.

By: Michael D. Boone
MICHAEL D. BOONE, ESQ., Agent

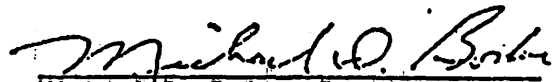
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE AND PROCESS WITHIN
THIS STATE, NAMING RESIDENT AGENT UPON WHOM
PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC. (A corporation not for profit) desiring to organize under the laws of the State of Florida, with its principal place of business, as indicated in the Articles of Incorporation, at City of Sunrise, County of Broward, Florida, has named MICHAEL D. DODNE, located at Greenberg, Bodne & Kuperstein, P.A., Suite 1920 One Biscayne Tower, 2 South Biscayne Boulevard, Miami, Florida 33131, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above-stated corporation, at place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act in regard to keeping open said office.


Michael D. Bodne, Resident Agent

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MIAMI FLORIDA
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BY-LAWS
OF
DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.
a corporation not for profit

ARTICLE I.
NAME OF THE CORPORATION

The name of the corporation is DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to the "Association." The principal office of the corporation shall be located at 7732 Balboa Street, Sunrise, Broward County, Florida, but meetings of members and directors may be held at such places within the State of Florida, County of Broward, as may be designated by the Board of Directors.

ARTICLE II.
DEFINITIONS

Section 1. "Association" shall mean and refer to DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Properties" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Properties.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to DEL RIO VILLAGE, a Florida partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties as recorded in Official Records Book , at Page , of the Public Records of Broward County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III.
MEETING OF MEMBERS

Section 1. Annual Meeting: The first annual meeting of the Members shall be held the first Monday in Nov. and each subsequent first Monday in Nov. of each year thereafter at the hour of eight (8) o'clock P.M.

Section 2. Special Meetings: Special Meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of two thirds (2/3) of the Members who are entitled to vote.

Section 3. Notice of Meetings: Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days prior to such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in case of a special meeting the purpose of the meeting.

Section 4. Quorum: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the total membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have a power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Legal Holidays: In the event the day upon which the annual meeting, as referred to in Article III., Section 1 hereof, is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 6. Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member to his rights, title and interest in his lot.

ARTICLE IV.

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number: The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office: At the first annual meeting the Members shall elect three (3) directors for a term of one year. At each annual meeting thereafter the Members shall elect three (3) directors for a term of one year.

Section 3. Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation: No director shall receive compensation for any service in any manner to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V.

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination: Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election: Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI.

MEETINGS OF DIRECTORS

Section 1. Regular Meetings: Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act and/or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

ARTICLE VII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers: The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of the Members and their guests thereon and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of recreational facilities of a Member during any period in which such Member shall be in default in the payment of any membership dues and/or assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed the total of sixty (60) days for infraction of published rules and regulations;
- (c) exercise, in a reasonable and prudent manner commensurate with the type of improvements involved, for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; providing such absence is unexcused;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties: It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of the Association and to see that their duties are performed properly;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual membership dues and/or assessment against each lot at least thirty (30) days in advance of each annual assessment period;

- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due or to bring an action at law against the Owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states an assessment has been paid such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- (g) cause the Common Properties to be maintained.

ARTICLE VIII.

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices: The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board of Directors, a Secretary and Treasurer and such other officers as the Board may from time to time by resolution create. One person may be elected to the offices of Secretary and Treasurer, if the Directors so elect.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term: The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignations shall take effect on the date of receipt of such notice, or at any later time specified therein and unless otherwise specified therein; the acceptance of such resignation shall not be necessary to make it effective.

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Section 6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices: The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties: The duties of the officers are as follows:

* President: The President shall preside at all meetings of the Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

* Vice-President: The Vice-President shall act in the place and stead of the President in the event of absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

* Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and the membership; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

* Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of the fiscal year and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and to deliver a copy of same to each member.

ARTICLE IX.

COMMITTEES

The Association shall appoint an Architectural Control Committee as provided in the Declaration, and a Nominating Committee, as provided for in the By-Laws. In addition, the

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Section 6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

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Section 8. Duties: The duties of the officers are as follows:

President: The President shall preside at all meetings of the Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

Vice-President: The Vice-President shall act in the place and stead of the President in the event of absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and the membership; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of the fiscal year and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and to deliver a copy of same to each member.

ARTICLE IX.

COMMITTEES

The Association shall appoint an Architectural Control Committee as provided in the Declaration, and a Nominating Committee, as provided for in the By-Laws. In addition, the

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Board of Directors shall employ such committees as deemed appropriate for carrying out its purpose.

ARTICLE X.

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI.

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual or monthly membership dues and annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency, at the rate of nine (9%) percent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of each such assessment. No Owner may waive, or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his lot.

ARTICLE XII.

CORPORATE SEAL

The Association shall have a seal in a circular form having within its circumference the words: "DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC."

ARTICLE XIII.

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV.

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of *NOV.* and end on the *30th* day of *NOV.* of each year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, being all of the Directors of DEL RIO VILLAGE TOWNHOUSE
OWNERS ASSOCIATION, INC., have hereunto set our hands and seal this ____ day of
_____, 1975.

Signed, sealed and delivered
in the presence of:

_____(Seal)
_____(Seal)
_____(Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this date, before me, an officer, duly authorized to take
acknowledgments, personally appeared
to me well known to be the persons described in and who executed the foregoing instrument
and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____
day of _____, 1975.

My Commission Expires:

Notary Public, State of Florida
at Large

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of DEL RIO VILLAGE TOWNHOUSE OWNERS
ASSOCIATION, INC., a Florida corporation.

That the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly
adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 1975.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said
Association this ____ day of _____, 1975.

Secretary

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DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

The following rules and regulations shall govern the use of the Common Properties and the conduct of all residents thereon. These rules and regulations may be amended from time to time and additional rules and regulations may be adopted from time to time. Such rules and regulations are in addition to the provisions of the By-Laws, Declaration of Covenants, Conditions and Restrictions and Articles of Incorporation of said Association.

Section 1. As to Common Properties: The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Properties of the townhouse units and any facilities or services made available to unit Owners. The Board of Directors shall from time to time post in a conspicuous place on the townhouse property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

Section 2. As to Townhouse Units: The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and the maintenance of the townhouse unit(s), provided, however, that copies of such rules and regulations are furnished to each unit Owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the townhouse property.

Section 3. Building Rules and Regulations: The building rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit Owners. The unit Owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said building rules and regulations are as follows:

- (a) The townhouse units shall be used only for residential purposes;
- (b) Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other Owners, or in such a way as to be injurious to the reputation of the property;
- (c) The use of the townhouse units shall be consistent with existing law, these restrictions, and so long as such use does not constitute a nuisance;
- (d) Townhouse units may not be used for business use or for any commercial use whatsoever;
- (e) Children who are the guests of residents shall not be permitted to play in the walks, corridors, elevators or stairways of any townhouse building;
- (f) Common Properties shall not be obstructed, littered, defaced or misused in any manner;
- (g) No structural changes or alterations shall be made in any unit, or to any of the Common Properties except upon approval of the Board of Directors or as provided in the Declaration of Covenants, Conditions and Restrictions;
- (h) All of the restrictions, limitations and obligations of Members as provided in the Declaration of Covenants, Conditions and Restrictions are incorporated herein by reference but not by way of limitation;
- (i) The Member shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of a building, and no sign, marking, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any part thereof except upon the approval of the Board of Directors, or unless same is provided in the Declaration of Covenants, Conditions and Restrictions. The Member shall not erect or cause to be erected any outdoor clothes lines;
- (j) No cooking shall be permitted on any balcony or terrace of a unit;
- (k) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Properties and/or terraces and/or in any part of the exterior of the building. The common walks and Common Properties shall be kept free and clear of rubbish, debris, and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner;

- (l) There shall be no playing, loitering, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Properties, except that baby carriages, bicycles or other personal property may be stored in a common storage area designated for such purpose, and recreational areas may be used for their intended purposes;
- (m) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property or in any townhouse unit therein, nor shall any "Sold" or "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the property or in any townhouse unit therein. The right is reserved by the Developer to place "Cold", "For Sale" or "For Rent" signs on any unsold or unoccupied townhouse units and the right is hereby given to any mortgagee, who may become the owner of any townhouse unit to place such signs on any townhouse unit owned by such mortgagee;
- (n) Upon acquiring his interest in and to the townhouse unit, each Owner shall be assigned a parking space(s) in accordance with the Declaration of Covenants, Conditions and Restrictions; and such Owner shall be limited to the sole use of the designated parking space(s) only;
- (o) Complaints regarding the service of the townhouse units shall be made in writing to the Board of Directors;
- (p) Unit Owners, residents, their families, guests, servants, employees, agents, and visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any building;
- (q) There shall not be kept in any unit any inflammable, combustible, or explosive fluid, material, chemical, or substance except for normal household use;
- (r) The use of all recreational facilities shall at all times be subject to such rules and regulations as the Board of Directors may establish;
- (s) Payments of monthly membership dues and/or assessments shall be made at the main administrative offices or at such other places as may be designated from time to time. Payments made in the form of checks shall be made to the order of: DEL RIO VILLAGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC. Payment of regular membership dues and/or assessments due on the first day of each month, and if ten (10) or more days late, are subject to late charges, as provided by the Board of Directors.
- (t) No unit Owner or resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to use any of such employees upon private business of such unit Owner or resident.

AGREED TO AND ACCEPTED BY:

 Buyer(s)