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DECLARATION
OF
CONDOMINIUM
OF
CASA DEL RIO

1. Declaration. The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and use in the manner provided by law.

a. Name. The name by which this condominium is to be identified is CASA DEL RIO CONDOMINIUM, and its address is 450 N. W. 20th Street, Boca Raton, Palm Beach County, Florida.

b. Property Submitted to Condominium Ownership. The following property is hereby submitted to condominium ownership.

(1) The Land. The parcel of land situate, lying and being in Palm Beach County, Florida, as particularly described in Exhibit A attached hereto and by reference made a part hereof and as graphically shown in Exhibit B attached hereto and by reference made a part hereof.

(2) Improvements. All those improvements now on the land as more particularly set forth in Exhibit B attached hereto and by reference made a part hereof.

c. Effect of Declaration. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, the By-Laws and Articles of Incorporation. Both the burdens imposed and the benefits obtained shall run with each unit as herein defined.

2. Development Plan. The improvements included in this Condominium are graphically described on the "Survey", as hereinafter defined, and include five (5) Buildings as identified and designated on the Survey by a letter: "A", "B", "C", "D" or "E" (the Building Letter Designation). The Buildings contain, in addition to the Common Elements therein, a total of 206 Apartments. Building A contains 46 Apartments. Each of Buildings B, C, D and E contain 40 Apartments. Each Apartment in each Building is identified and designated by a three (3) digit arabic number succeeded by the Building Letter Designation (the Apartment Number Designation). The first number of the Apartment Number Designation indicates the floor, either first, second

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or third of the Building, on which the Apartment is located. No Apartment bears the same Apartment Number Designation as any other Apartment. The Condominium also includes the recreation building, swimming pool and tennis court located on the Land and a part of the Common Elements, as described and located on the Survey.

a. Survey and Plot Plan. Hereto annexed as Exhibit B, consisting of twelve (12) pages, and made a part hereof is the survey of the Land and a graphic description of the improvements on the Land and a plot plan thereof, collectively referred to as the "Survey". The Survey identifies among other things, the Common Elements, each Building, the Recreation Building and their relative locations and approximate dimensions. Attached to the Survey and made a part thereof is a certificate prepared and signed in accordance with the requirements of Section 718.104 of the Act.

b. Floor Plans. Each Apartment is further described by Type: either "Type A", "Type B" or "Type B-Center". There are 175 Type A Apartments, 21 Type B Apartments and 10 Type B-Center Apartments. Each Type A Apartment contains a living room with a dining area, a kitchen, a screened porch, two bedrooms and two baths. Each Type B Apartment contains a living room, kitchen, screened porch, bedroom and bath. Each Type B-Center Apartment contains a living room with dining area, kitchen, screened porch, bedroom and bath. A graphic description of each type Apartment is shown on the Survey, Exhibit B, Page 2. All Apartments shown on the Survey are Type A unless there appears beneath an Apartment Number Designation the Type Designation, either Type B or Type B-Center. The following numbered Apartments are Type B: 101A, 102A, 117A, 201A, 202A, 217A, 301A, 302A, 317A; 115B, 215B, 315B; 115C, 215C, 315C; 115D, 215D, 315D; 115E, 215E and 315E. The following numbered Apartments are Type B-Center: 210A, 310A; 208B, 308B; 208C, 308C; 208D, 308D; 208E and 308E.

c. Easements. The following easements are covenants running with the land of the condominium:

(1) Utility Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

(2) Ingress and Egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same from time to time may exist upon the common elements; and for vehicular traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes.

(3) Easements in Parking Areas. Easements are reserved to the owners of units in CASA DEL RIO for pedestrian and vehicular traffic

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over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes; and for the construction and maintenance of water, sewer and other utilities.

(4) Easements for Unintentional and Non-Negligent Encroachments. If an apartment shall encroach upon any common element, or upon any other apartment by reason of original construction or by the non-purposeful or non-negligent act of the apartment owner, then an easement appurtenant to such encroaching apartment, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element shall encroach upon any apartment by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such encroachment shall exist.

(5) Air Space. An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

d. Apartment Boundaries. Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries are determined in the following manner:

(1) Upper and Lower Boundaries. The upper and lower boundaries are the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper boundary - the horizontal plane of the undecorated finished ceiling.

(b) Lower boundary - the horizontal plane of the undecorated finished floor.

(2) Perimetrical Boundaries. The perimetrical boundaries are the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior Boundary Walls - the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

(b) Exterior Appurtenances - where a balcony, loggia or terrace serving only the apartment being bounded is attached to the building, the vertical boundaries of the apartment shall be extended to include such structures and the fixtures thereof.

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Automobile Parking Areas and Storage Spaces.

(1) There are 366 parking spaces for the 206 units in this condominium. The Association is obligated to provide by appropriate regulation, a minimum of one such space for each unit.

(2) Any assignment of parking spaces shall be by the adoption of a parking plan which shall make reference to the Survey and Plot Plan, Exhibit B, as finally amended by the Developer. This parking plan shall identify each parking space and the unit to which it is assigned. The Association may assign the use of storage spaces by regulation.

f. Notwithstanding the fact that the storage spaces and some of the parking spaces may be assigned for the specific use of given Apartments, storage spaces and parking spaces remain Common Elements and shall be maintained, repaired, replaced and assessed for such maintenance, repair and replacement in the same manner as Common Elements. The use of the parking spaces by certain types of vehicles may be regulated and limited by regulation.

3. The Apartments.

a. Condominium Parcel. Each condominium parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each parcel shall be comprised of a condominium unit together with the following appurtenances:

- (1) An undivided share in the common elements.
- (2) Membership in the Association and an undivided share in the common surplus of the Association.
- (3) The right to use, occupy and enjoy community facilities subject to the provisions of this Declaration, the By-Laws, and rules and regulations.
- (4) The easements described in Section 2c.

b. Identification of Units. Each unit is identified by separate number as delineated in Exhibit B.

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c. Ownership of Common Elements and Common Surplus. The undivided share in the Land and other Common Elements and in the Common Surplus that are appurtenant to each Apartment is as follows:

An undivided .495% share to Each Type A Apartment: 175 Type A Apartments x .495	86.625%
An undivided .445% share to each Type B-Center Apartment: 10 Type B-Center Apartments x .445	4.450%
An undivided .425% share to each Type B Apartment: 21 Type B Apartments x .425	8.925%
TOTAL:	100.000%

d. Common Expenses. The owners of units shall be liable respectively for their allocable share of common expenses.

e. Restraint Upon Separation:

(1) The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit whether or not separately described.

(2) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

(3) The share in the common elements appurtenant to units shall remain undivided and no action for partition of the common elements shall lie.

4. The Association. The operation of the condominium shall be by CASA DEL RIO CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of Florida, herein also referred to as Association, which shall fulfill its functions pursuant to the following provisions:

a. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit C.

b. By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as Exhibit D.

c. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

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d. Restraint Upon Withdrawal. The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to an apartment.

e. Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be exercised by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

f. Voting Rights of Apartment Owners. Each owner or the owners collectively of the fee simple title of record of an Apartment shall be entitled to one vote with respect to matters on which a vote by Apartment Owners is taken under the Condominium Documents or the Act.

The vote of the owners of an Apartment owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the owners of the Apartment or, if appropriate by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Apartment shall not be considered for any purpose.

5. Maintenance. Responsibility for the maintenance of the condominium property shall be as follows:

a. Apartments.

(1) By the Association. The Association shall maintain, repair and replace at the Association's expense all portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(2) By the Apartment Owner. The apartment owner shall maintain, repair and replace at his expense all portions of his apartment including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, hot water heaters, refrigerators, dish-washers and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.

b. Common Elements.

(1) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

(2) By the Apartment Owner. No apartment owner, as such, shall undertake to maintain, repair or replace any part of the common elements,

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nor to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building, including the balconies, but shall promptly report to the Association any defect or need for maintenance, repair or replacements for which the Association is responsible.

6. Alterations

a. Apartments. Neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

b. Common Elements. There shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than two-thirds of the common elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against an Institutional Mortgagee that acquires its title as the result of having a mortgage upon a unit, unless the owner thereof shall have approved the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvement.

7. Insurance. Insurance (other than title insurance and insurance upon the community facilities) which shall be carried upon the condominium property and the property of the apartment owners, shall be governed by the following provisions:

a. Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the apartment buildings and their appurtenances, also for the benefit of apartment owners and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgages of apartment owners. In the case of casualty insurance policies, the limits, coverages and exclusions of such policies and the insuring companies shall be subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against apartments in

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the condominium. Such policies and endorsements thereon shall be deposited with the Depository. It shall not be the responsibility or duty of the Association to obtain insurance coverages for personal liability, personal property or living expenses of any apartment owner but the apartment owner may obtain such insurance at his own expense provided such insurance may not affect policies purchased by the Association. Apartment owners shall furnish the Association with copies of all insurance policies obtained by them.

b. Coverages.

(1) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the board of directors of the Association. Such coverage shall afford protection against: (i) loss or damage by fire and other hazards covered by a standard extended coverage; and (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including but not limited to vandalism and malicious mischief.

(2) Public Liability. In such amounts and such coverage as may be required by the board of directors of the Association and with cross liability endorsement to indemnify the Association and its members, jointly and severally, for liability to an apartment owner.

(3) Workmen's Compensation Policy. To meet the requirements of law.

(4) Other. Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

c. Premiums. Premiums for all insurance shall be a common expense and shall be paid by the Association.

d. Depository. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to a depository being a bank or savings institution having offices in Florida, as may from time to time be approved by the board of directors of the Association, which depository is herein referred to as "Depository", provided, however, that the foregoing right of the board of directors to select the Depository shall be subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against apartments in the condominium. The duty of the Depository shall be to receive such proceeds as are paid and hold the same for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Depository:

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(1) Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner of the condominium, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(2) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(a) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the board of directors of the Association.

(b) When the building is not to be restored - for all of the owners of apartments in undivided shares being the same as their respective shares in the common elements thereof.

(3) Mortgages. In the event a mortgagee endorsement has been issued as to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

e. Distribution of Proceeds. Proceeds of insurance policies received by the Depository shall be distributed to or for the benefit of the beneficial owners in the following manner:

(1) Expense of Depository. All expenses of the Depository shall be first paid or provisions made therefor.

(2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(4) Certificate. In making distribution to the apartment owners and their mortgagees, the Depository may rely upon a certificate of the Association made by its president and secretary or by the Association's managing agent as to the names of apartment owners and their respective shares of the distribution.

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f. Association as Agent. The Association is hereby irrevocably appointed agent, with full power of substitution, for each apartment owner to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

8. Reconstruction or Repair After Casualty.

a. Determination to Reconstruct or Repair. If any part of the condominium property (other than community facilities) shall be damaged by casualty, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:

(1) Common Element. If the damaged improvement is a common element the damaged property shall be reconstructed or repaired unless within 60 days after the casualty 75 percent of the apartment owners and all institutional mortgagees shall agree, in writing, that the same shall not be reconstructed or repaired.

(2) Apartment Building.

(a) Partial Destruction. If the damaged improvement is an apartment building and less than 90 percent of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless within 60 days after casualty 75 percent of the owners of the apartments contained within such building and all Institutional Mortgagees shall agree, in writing, that the same shall not be reconstructed or repaired.

(b) Total Destruction. If the damaged improvement is an apartment building and 90 percent or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within 60 days after casualty, 75 percent of the owners of the apartment contained within such building and all Institutional First Mortgagees shall agree in writing that the same shall be reconstructed or repaired.

(3) Certificate. The Depository may rely upon a certificate of the Association made to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

b. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the board of directors of the Association and if the damaged property is an apartment building, by the owners of all damaged apartments therein which approvals shall not be unreasonably withheld.

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Responsibility. If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of the apartment owners, then the apartment owners shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction and repair after casualty shall be that of the Association.

d. Estimate of Cost. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

e. Assessments for Reconstruction and Repair.

(1) Common Elements. Assessments shall be made against all apartment owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each apartment owner's share in the common elements.

(2) Apartments. Assessments shall be made against the apartment owners who own the damaged apartments and against the owners of all apartments contained in the apartment building in sufficient amounts to provide for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to the common elements shall be in proportion to each apartment owner's share in the common elements.

f. Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Depository and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:

(1) By Whom Held. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the sums paid upon such assessments shall be deposited by the Association with the Depository. In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(2) Depository. The proceeds of insurance collected on account of a casualty and the sums deposited with the Depository by the Association from collection of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(a) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and re-

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pair lies with an apartment owner, shall be paid by the Depository to the apartment owner or if there is a mortgage endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(b) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Depository by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(d) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair for which the fund is established, shall be from the insurance proceeds, and, if there is a balance in the fund held by the Depository, such balance shall be distributed to the beneficial owners of the fund in proportion with their contributions by way of assessment; except, however, that the part of a distribution to a beneficial owner which is less than the assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate. Notwithstanding the provisions herein, the Depository shall not be required to determine whether or not sums paid by apartment owners upon assessment shall be deposited by the Association with the Depository nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Depository may rely upon a certificate of the Association made by its president and secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named the Depository shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

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9. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

a. Share of Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the common surplus. The Association may at any time require Apartment Owners to maintain with The Association a deposit to cover future assessments.

b. Payments. Assessments and installments thereon paid on or before 5 days after the day when the same shall become due shall not bear interest but all sums not paid on or before 5 days when due shall bear a penalty at the rate of 15 percent per month from the date when due. All payments on account shall be first applied to the penalty and then to the assessment payment first due. If any installment of an assessment be not paid on or before 30 days after the same shall become due, the board of directors may declare the entire assessment as to the delinquent owner then due and payable in full as if so originally assessed.

c. Lien of Assessments. The Association shall have a lien on each Condominium parcel for unpaid assessments, together with penalty thereon, against the Unit owner of such Condominium parcel, together with a lien on all tangible personal property located within the improvements upon said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees, including fees on appeal, incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a Unit owner in payment of his obligation under any Management Agreement, and the Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing said lien and may settle and compromise same if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit owner shall be required to pay a reasonable rental for the Condominium parcel for the period of time said Parcel is occupied by the Unit owner or anyone by, through, or under said Unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit owner and/or occupant.

Where the institutional mortgagee of a first mortgage of record, or other purchaser of a Condominium parcel, obtains title to the parcel as a

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result of foreclosure or by the Institutional Mortgagee of record accepting a deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or assessments owed to the Association pertaining to such Condominium parcel, or chargeable to the former Unit owner of such Parcel, which became due prior to such acquisition of title, unless such share is secured by a Claim of Lien (for the expenses or assessments) that is recorded prior to the recording of the mortgage sought to be foreclosed. Such unpaid share of Common expenses or assessments shall be deemed to be Common expenses collectible from all of the Unit owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in a Unit, (except through foreclosure of an Institutional Mortgagee of record or by virtue of an Institutional Mortgagee accepting a deed to a Condominium Parcel in lieu of foreclosure,) including, without limitation, persons acquiring title by operation of law and purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former Unit owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any Unit owner or group of Unit owners, or to any third party.

d. Special Assessments Against Condominium as a whole. In the event that any taxing authority having jurisdiction over this Condominium shall levy or assess any tax or special assessment against this Condominium as a whole rather than levying and assessing such tax or special assessment against each Apartment (hereinafter referred to as a "New Tax"), then such New Tax shall be paid as a Common Expense by the Association. Any New Tax shall be included, if possible, in the estimated annual budget of the Association, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Apartment Owners. Each Apartment Owner shall be assessed by and shall pay to the Association a percentage of the New Tax equal to that percentage by which such Apartment Owner shares in the Common Elements. In the event that any New Tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such New Tax, and the portions of such New Tax allocated to an Apartment shall be and constitute a lien upon such Apartment to the same extent as though such New Tax had been separately levied by the taxing authority upon each apartment at the time of the Annual Assessments following such budget or the levying of such special assessment.

All personal property taxes levied or assessed against personal property owned by the Association and all Federal and State income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the annual Budget of the Association.

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10. Restrictions. The following restrictions shall be applicable to and covenants running with the land of the condominium:

a. Residential Use. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto. Each apartment or other residential living unit shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatever. Except as reserved to the Developer, no apartment may be divided or subdivided into a smaller unit or any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartment or residential living unit to be affected thereby.

b. Nuisances. No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse nor garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements which will increase the rate of insurance upon any part of the condominium property.

c. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of any governmental body which shall require maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

d. Leasing. After approval of the Association as required in this Declaration the entire apartment may be rented provided the occupancy is only by one lessee and members of his immediate family, his servants and guests and the term of the lease is not less than 4 months. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section 10 or any of his other duties as an apartment owner.

e. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the board of directors of the Association. The initial regulations which shall be deemed effective until amended are annexed to the By-Laws as Schedule A.

f. Proviso. So long as Developer shall own any Unit, the Developer shall have an absolute right to lease, sell, transfer, and/or convey any such Unit to any person, firm, or corporation, upon any terms and conditions

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as it shall deem to be in its own best interest and in connection herewith the right the Association has, or may hereafter acquire to approve or disapprove purchasers, lessees and other transferees shall not be operative or effective in any manner as to Developer. Said Developer shall have the right to use the recreational facility and any apartment owned by it as a sales office and/or model and to transact on the Condominium property any business necessary to consummate the sale, lease or rental of Units and improvements constructed thereon, including, but not limited to, the right to maintain models, have signs, use employees in the models or offices, and permit the use of Common elements to show Units. In the event there are unsold Units, the Developer retains the right to be and remain the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

The Developer shall have the right to retain control of the Association and to elect members of the Board of Directors of the Association in accordance with, and pursuant to, the provisions of Florida Statute 718.301, as it is in effect as of the date of the recordation of this Declaration.

Whenever Developer shall be entitled to designate any person(s) to serve on the Board of Directors of Association, such designation shall be made in writing, and Developer shall have the right to remove said person(s) and to replace him or her or them with another designee(s) to act and serve for the remainder of the unexpired term of any director(s) so removed. Written instruments designating or removing directors shall be executed by or on behalf of the Developer and shall become effective upon delivery to the Secretary of the Association.

Any person(s) designated by the Developer serving on the Board of Directors of the Association shall not be required to disqualify himself from voting upon any management contract or other matter as to which the Developer or the said Director may have a pecuniary or other interest. Similarly, Developer, as a member of the Association, shall not be required to disqualify itself from any vote which may come before the membership of Association upon any management contract or other matter between Developer and Association where the Developer may have a pecuniary or other interest.

The initial monthly assessment for each Unit owner shall be as set forth in the Estimated Operating Budget (Exhibit 5). The Developer shall be excused from payment of its share of the Common expenses as to the Units it owns until the occurrence of the first of the following: (a) March 1, 1985; or (b) the date when the majority of the Board of Directors of the Condominium Association is elected by the Unit owners in the Condominium, rather than by the Developer. During the period of time when the Developer is excused from paying its share of the Common expense, the Developer shall be obligated to pay either the difference between the Association's Common expenses and the sums collected as the assessment for Common Expenses from Unit owners other than the Developer, or the amount of the assessment for Common expenses on the Units owned by the Developer which would be due but for this provision, whichever is less. During the period of this undertaking, the Developer shall have the right where it deems it necessary to require that the Board of Directors of the Condominium Association increase said monthly assessments

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in an amount as determined by the Developer which shall not exceed fifteen (15%) percent in toto for each one year period over the stated monthly assessment for each Unit as specified in the preceeding year's operating budget.

All rights in favor of Developer reserved in this Declaration of Condominium and the exhibits attached hereto are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/ or exercised by the successor or successors in interest of Developer.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the lease of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.

a. Leases Subject to Approval. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association.

b. Approval by Association. The approval of the Association which is required for the lease of apartments shall be obtained in the following manner:

(1) Notice to Association. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. If the notice to the Association herein required is not given then at any time after receiving knowledge of a lease or possession of an apartment, the Association at its election and without notice may approve or disapprove the lease. If the Association disapproves the lease, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of Approval. Within 30 days after receipt of such notice and information the Association must either approve or disapprove the lease. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in non-recordable form and shall be delivered to the lessor. If the Association shall disapprove a lease of an apartment, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made. If the Association fails to either approve or disapprove the lease within 30 days of receiving notice, the lease shall be deemed approved and the Association shall issue a certificate to the lessor.

c. Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to an

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Institutional Mortgagee or the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

d. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a lease by an Institutional Mortgagee which acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a lease by the Developer.

e. Separation of Interests. A sale or lease of an apartment shall include all of its appurtenances.

f. Unauthorized Transactions. Any mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

g. Notice of Lien or Suit:

(1) Notice of Lien. An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within 5 days after the attaching of the lien.

(2) Notice of Suit. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within 5 days after the apartment owner receives knowledge thereof.

(3) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

h. Purchase of Apartments by Developer. Until sale of all apartments in the condominium, the Developer shall have the right of first refusal to purchase an apartment for itself subject to the following provisions:

(1) Notice to Developer. An apartment owner intending to make a bona fide sale of his apartment shall give to the Developer notice, in writing, of such intention, together with the name and address of the intended purchaser. Such notice shall be accompanied by an executed copy of the proposed contract to sell. If the Notice to the Developer herein required is not given, then at any time after receiving knowledge of a sale, the Developer, at its election and without notice may exercise its right to purchase the apartment for itself, and shall proceed as if it had received the required notice on the date it received knowledge of the sale.

(2) Developer Declines to Purchase. Within 60 days after receipt of such notice, information and executed copy of proposed contract to sell, the Developer must either decline to or exercise its right of first

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refusal. If he declines, such action shall be stated in writing in recordable form and delivered to the seller and shall be recorded in the public records.

(3) Developer Exercises its Right of First Refusal. If Developer exercises its right of first refusal, the Developer shall deliver or mail by certified mail to the apartment owner an agreement to purchase by the Developer upon the same terms and conditions as those stated in the proposed contract to sell.

12. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and rules and regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act.

a. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

b. Costs and Attorneys Fees. In any proceeding between an apartment owner and the Association arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court, and this shall include costs and fees in appellate proceedings.

c. No Waiver of Rights. The failure of the Developer or the Association, or any apartment owner to enforce any covenants, restrictions or other provisions of the Condominium Act, this Declaration, the By-Laws or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Subject to and in addition to the other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

a. By Members. The members of the Association may amend at any regular or special meeting of the Association, called or convened in accordance with the By-Laws, by the affirmative vote of three-fourths (3/4ths) of the total vote of the members. The members of the Association may not amend prior to the first election of Directors.

b. By Directors. Until the first election of Directors, the Directors may amend by the affirmative vote of all the Directors, provided

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the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

c. By Agreement. An amendment may be made by an agreement signed and acknowledged by all the record owners of apartments in the manner required for the execution of a deed.

d. By Developer. In addition to the authority to amend elsewhere reserved to the Developer in this Declaration, the Developer reserves the right to amend for one or any combination of the following purposes:

- 1) to conform to the requirements of any prospective institutional mortgages; or
- 2) to conform this Declaration to the requirements of any valid statute, rule or regulation affecting the subject matter hereof; or
- 3) for the purposes set forth and pursuant to the provisions of Chapter 718.104 Florida Statutes; or
- 4) for the purposes set forth and pursuant to the provisions of Chapter 718.110(5), Florida Statutes.

Said Amendments may be made and executed solely by the Developer and recorded in the Public Records of Palm Beach County, Florida, and without any requirement of securing the consent of any Unit owner, the Association, the members thereof or the owner and holder of any lien encumbering a condominium parcel.

e. Restriction On Amendments. All amendments shall be recorded and certified as required by the Condominium Act. Except as otherwise provided for in this paragraph 13 no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected and their institutional mortgagees shall consent; and no amendment shall change any apartment nor the share in the common elements, and other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the apartment concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

f. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records.

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14. Termination. The condominium may be terminated in the following manner:

a. Agreement. The condominium may be terminated at any time by approval, in writing, of all of the owners of the condominium and by all record owners of mortgages upon apartments therein owned by Institutional Mortgagees. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of owners of not less than 80 percent of the common elements and of the record owners of all mortgages upon apartments in the condominium owned by Institutional Mortgagees, then the Association and approving owners shall have an option to buy all of the apartments of the other owners for a period ending on the 120th day from the date of such meeting. Such option shall be exercised upon the following terms:

(1) Exercise of Option. The option shall be exercised by delivering or mailing by certified or registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the Association and/or record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by the Association and/or each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of arbitration shall be paid by the purchaser.

(3) Payment. The purchase price shall be paid in cash.

(4) Closing. The sale shall be closed within 30 days following the determination of the sale price.

b. Total Destruction of Apartment Building. If the apartment building as a result of common casualty be damaged within the meaning of Sec. 8a(2) (b) and it not be decided as therein provided that any of such buildings shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement and the following shall be effective:

(1) The termination of the condominium shall constitute a division and partition of the condominium.

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(2) The Association shall be dissolved and thereupon all assets of the Association shall be owned by all of the apartment owners of the condominium as tenants in common in undivided shares, being the same as their previous undivided shares in the common elements of the condominium.

c. General Provisions. The termination of the condominium or the exclusion of a parcel of property from the condominium in any manner shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts affecting the termination or exclusion, which certificate shall become effective upon being recorded in the public records.

15. General Provisions

a. Definitions. As used herein and in the exhibits attached hereto and in all amendments hereto, unless the context requires otherwise:

(1) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

(2) "Association" or "Corporation" means CASA DEL RIO CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of Florida, the entity responsible for the operation of the condominium.

(3) "By-Laws" mean the by-laws of CASA DEL RIO CONDOMINIUM ASSOCIATION, INC., as they exist from time to time.

(4) "Common Elements" means the portion of the condominium property not included in the units.

(5) "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

(6) "Condominium" is that form of ownership of property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

(7) "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit as set forth in Sec. 3a.

(8) "Condominium Property" means and includes the land in the condominium, and all improvements thereon and all easement and rights appurtenant thereto intended for use in connection with the condominium.

(9) "Declaration" or "Declaration of Condominium" means this instrument, or as it may from time to time be amended.

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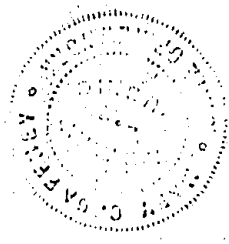
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personally appeared James V. Tomai, Jr, as Trustee, of C. I. MORTGAGE GROUP, a business trust organized and existing under the laws of the Commonwealth of Massachusetts, to me known to be the person described in and who executed the foregoing instrument on behalf of said trust.

WITNESS my hand and official seal, this 13th day of March, 1981.

Notary Public
My Commission Expires:

MARY G. CANNON
Notary Public
New York
County
1981



RETURN TO → THIS INSTRUMENT WAS PREPARED BY:
JOSEPH J. LEXA
COLEMAN, LEONARD & MORRISON
P. O. BOX 11025
FORT LAUDERDALE, FLORIDA 33339 ←

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EXHIBIT A

TO THE DECLARATION OF CONDOMINIUM

OF

CASA DEL RIO CONDOMINIUM

Palm Beach County, Florida

Legal Description of Land

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EXHIBIT A

TO

DECLARATION OF CONDOMINIUM

FOR

CASA DEL RIO, a CONDOMINIUM

LEGAL DESCRIPTION OF LAND.

A parcel of land lying in Section 18, Township 47 South, Range 43 East, City of Boca Raton, Palm Beach County, Florida, said land being a portion of Lot 4 and all of Lots 35 and 36, Block 17, BOCA RATON HILLS, SECTION 2, according to the plat as recorded in Plat Book 33, Pages 64 and 65, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of Lot 36, Block 17, of the aforementioned Boca Raton Hills Sub-division, thence S78°00'51"E 200.92 feet; thence S12°03'09"W 160.00 feet; thence S78°24'07"E 41.64 feet; thence S3°08'45"E 229.06 feet; thence S88°10'25"E 30.00 feet to a point on a curve to the left; thence Southerly along the arc of said curve having a tangent bearing of S1°52'36"W, a radius of 520.57 feet, an arc distance of 235.53 feet to a Point of Tangency; thence S24°02'49"E 26.40 feet; thence S1°11'11"W 514.05 feet; thence N57°44'34"W 508.29 feet to a Point of Curvature of a circular curve to the right; thence Northwesterly along the arc of said curve, having a radius of 15.00 feet, an arc distance of 10.71 feet to a Point of Reverse curve; thence Westerly along the arc of said curve, having a radius of 40.00 feet, an arc distance of 54.25 feet to a Point of Tangency; thence S85°28'22"W 49.32 feet; thence N14°42'59"E along the East Right-of-Way line of El Rio Canal 929.65 feet to the Point of Beginning. Containing 8.968 acres of land more or less.

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EXHIBIT B

TO THE DECLARATION OF CONDOMINIUM

OF

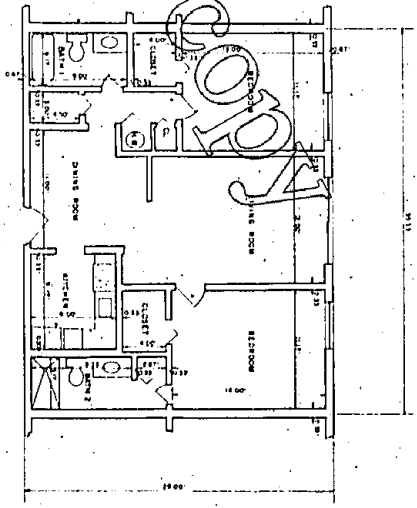
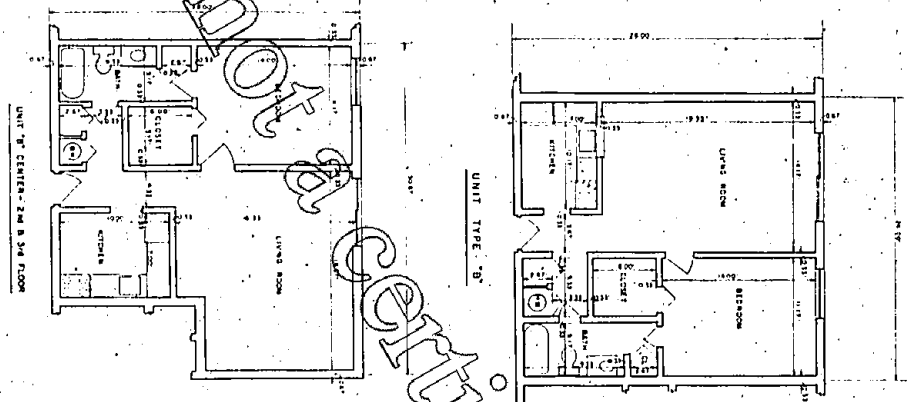
CASA DEL RIO CONDOMINIUM

Palm Beach County, Florida

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Graphic Description and Survey

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TYPICAL APARTMENT
FLOOR PLANS
CASA DEL RIO, A CONDOMINIUM

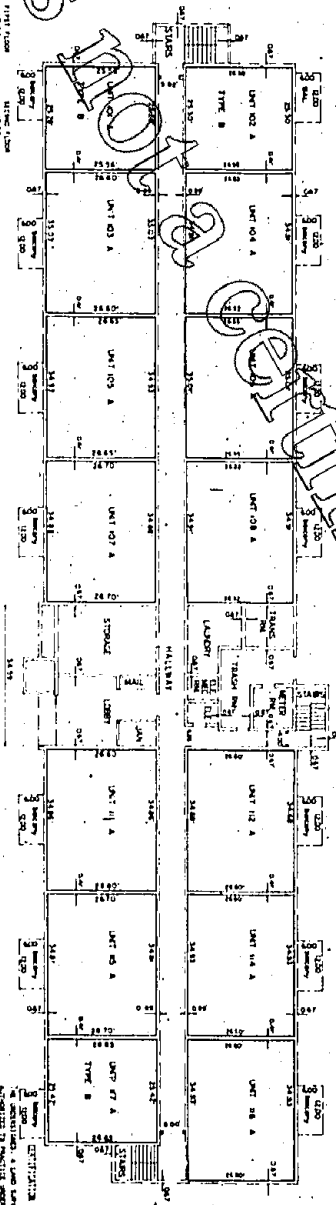
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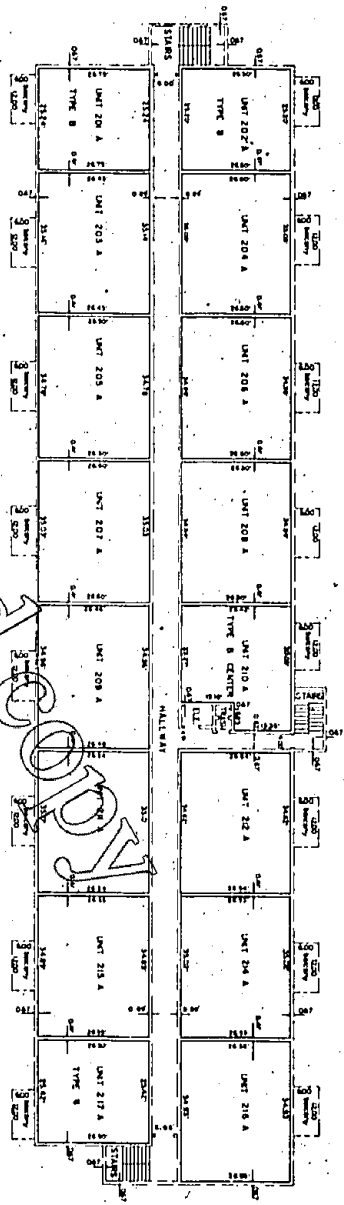
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1. The owner of the building shall be responsible for the maintenance and repair of the building and its contents.
2. The owner of the building shall be responsible for the maintenance and repair of the building and its contents.
3. The owner of the building shall be responsible for the maintenance and repair of the building and its contents.
4. The owner of the building shall be responsible for the maintenance and repair of the building and its contents.

FIRST FLOOR PLAN
BUILDING "A"



SECOND FLOOR PLAN
BUILDING "A"



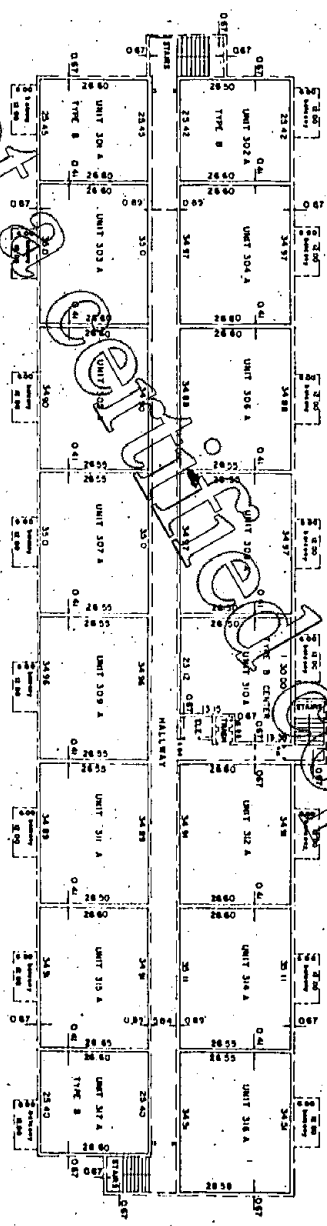
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3-17-88

 Woodward Engineering, Incorporated
 635 S.E. EIGHTH AVENUE, PALM PLAZA
 DEERFIELD BEACH, FLORIDA 33441

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**THIRD FLOOR PLAN
BUILDING "A"**



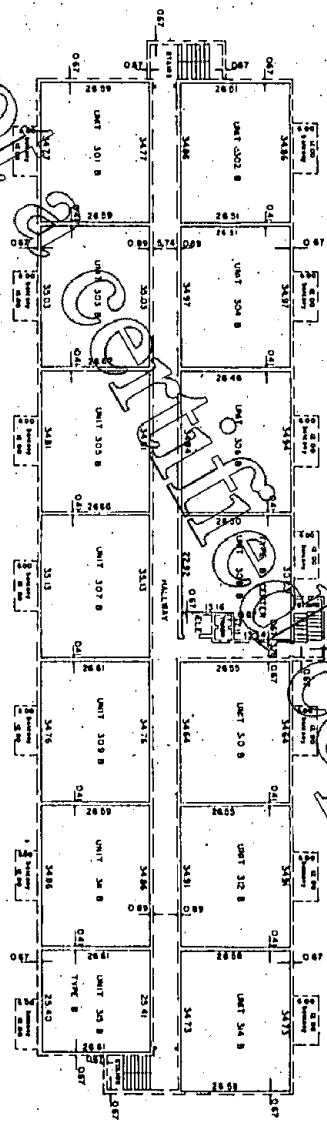
1. All dimensions are in feet and inches.
2. All dimensions are to the center of the wall unless otherwise noted.
3. All dimensions are to the center of the wall unless otherwise noted.
4. All dimensions are to the center of the wall unless otherwise noted.
5. All dimensions are to the center of the wall unless otherwise noted.
6. All dimensions are to the center of the wall unless otherwise noted.
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10. All dimensions are to the center of the wall unless otherwise noted.



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THIRD FLOOR PLAN
BUILDING "B"



1. All dimensions are in feet and inches.
2. All dimensions are to the center of the wall unless otherwise noted.
3. All dimensions are to the center of the window unless otherwise noted.
4. All dimensions are to the center of the door unless otherwise noted.
5. All dimensions are to the center of the door unless otherwise noted.
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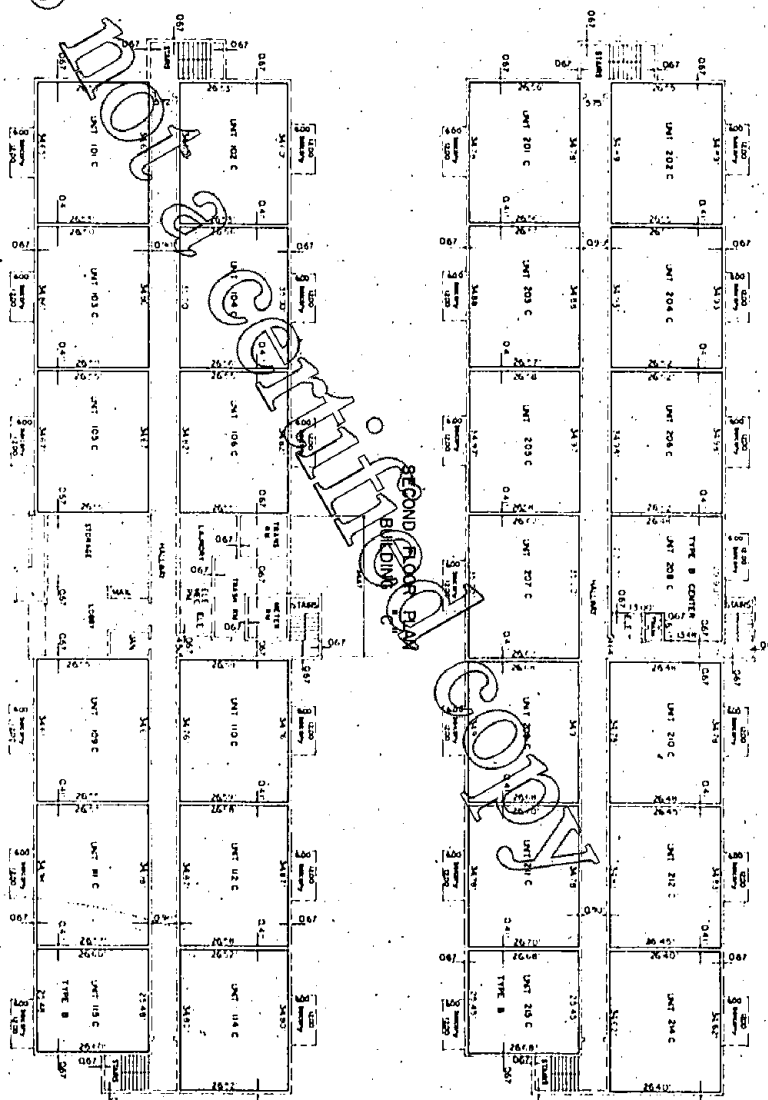
I, William J. Wood, Surveyor, do hereby certify that the above is a true and correct copy of the original plan as filed in my office on this 11th day of July, 2000.
 My Commission Expires on 07/31/03.
 W. J. Wood
 Surveyor
 State of Florida
 No. 11,470-0000

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1. Unit (Compartments) or Parcel is identified by a number.
2. The product lines of said Compartments and a space, shown as a vertical, reduction of the boundary lines as shown on the plan and section.
3. Elevation shown in feet, and data given in feet and inches.
4. Measurements are given in feet and inches.

**FIRST FLOOR PLAN
BUILDING 'C'**



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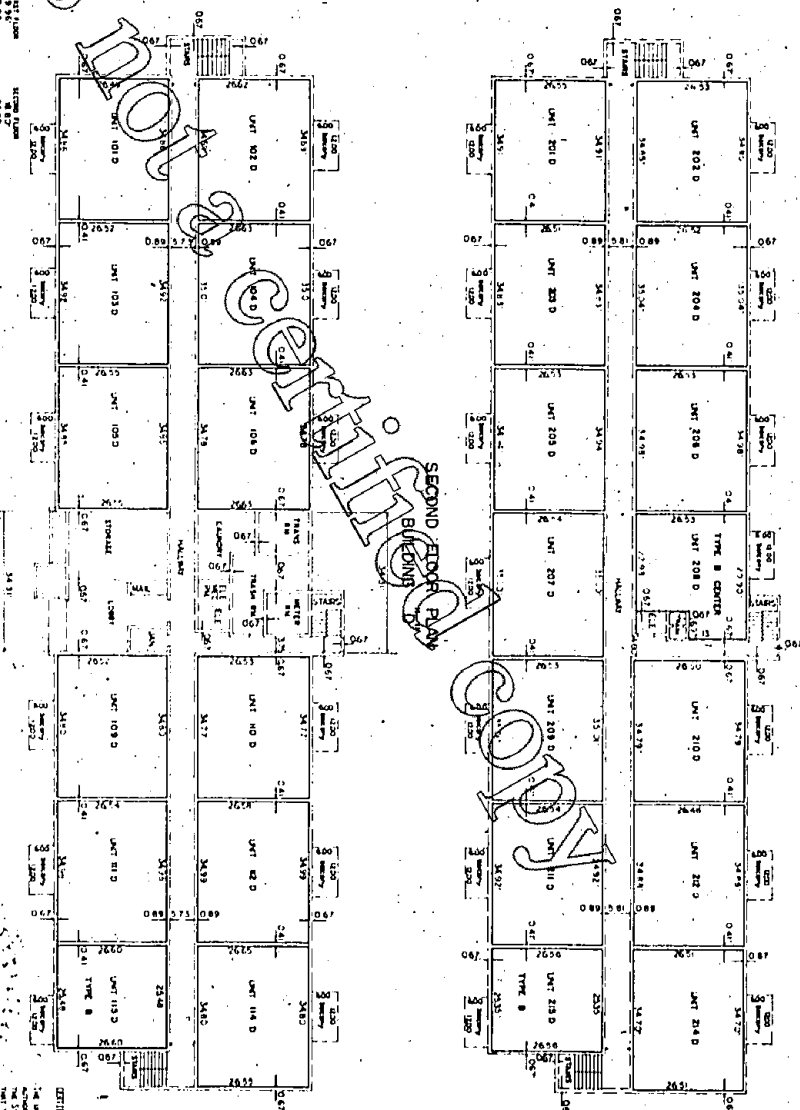


CERTIFICATION
I, the undersigned, a duly licensed Professional Engineer in the State of Florida, do hereby certify that the construction of the improvement herein shown is in accordance with the provisions of the applicable laws, rules and regulations of the State of Florida, and that the same are in compliance with the provisions of the applicable laws, rules and regulations of the State of Florida, and that the same are in compliance with the provisions of the applicable laws, rules and regulations of the State of Florida.

This is not a contract.

1. Use appropriate part of block, if identified as a source.
2. The boundary lines of each condominium unit are a part of the boundary lines of the building and shall be shown on the floor and ceiling.
3. Identical lines in red and black are shown on the floor and ceiling.
4. All dimensions are in feet and inches.

SECOND FLOOR PLAN
FIRST BUILDING "D"



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

B3253 P1247

Project: CASA DEL RIO
A CONDOMINIUM
BOCA RATON, FLORIDA

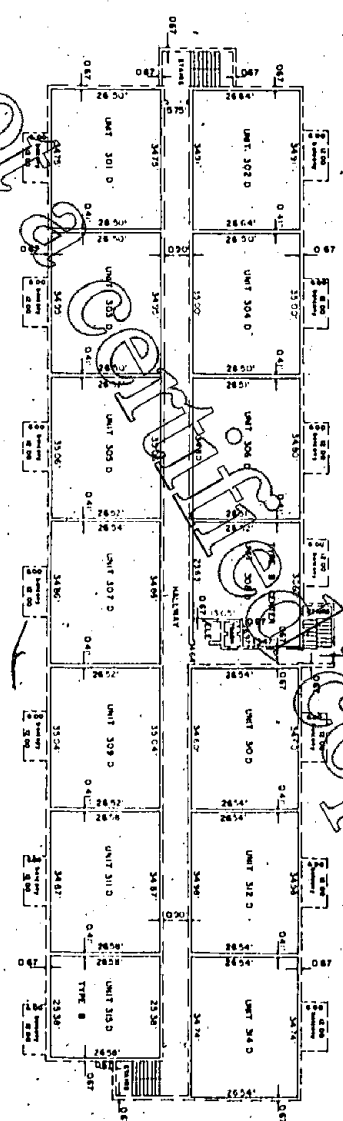
DATE: 08/26/82
DRAWN BY: [Name]
CHECKED BY: [Name]

Woodward ENGINEERING CONSULTANTS-LAND SURVEYORS
835 S.E. EIGHTH AVENUE, PALM PLAZA
DEERFIELD BEACH, FLORIDA 33441

This is not a certified copy

1. The boundaries of each individual unit are shown.
2. The boundaries of each individual unit are shown.
3. The boundaries of each individual unit are shown.
4. The boundaries of each individual unit are shown.
5. The boundaries of each individual unit are shown.
6. The boundaries of each individual unit are shown.
7. The boundaries of each individual unit are shown.
8. The boundaries of each individual unit are shown.
9. The boundaries of each individual unit are shown.

THIRD FLOOR PLAN
BUILDING "D"



I, the undersigned, being a duly Licensed Professional Engineer in the State of Florida, do hereby certify that the above is a true and correct copy of the original as shown to me by the architect, and that the same is a true and correct copy of the original as shown to me by the architect, and that the same is a true and correct copy of the original as shown to me by the architect.

Woodward Engineering, Incorporated
 835 S.E. Eighth Avenue, Palm Plaza
 Deerfield Beach, Florida 33441

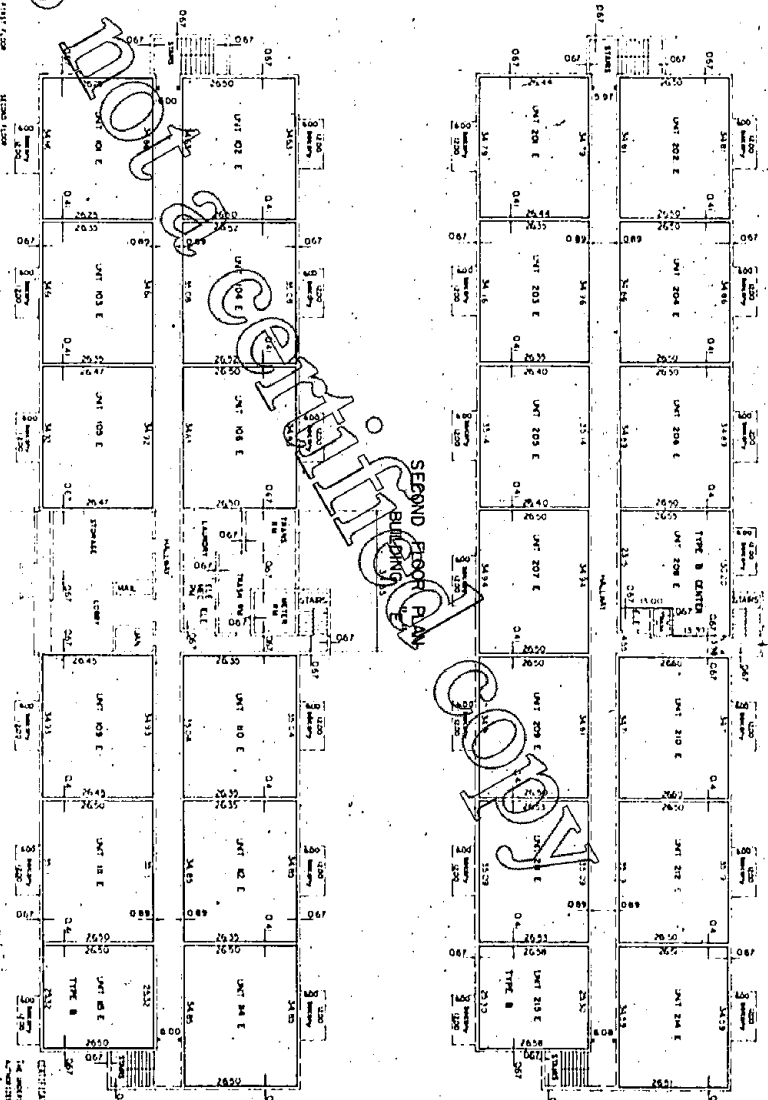
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This is Not a Contract

1. The boundaries and area of each unit are shown as shown.
2. The boundary lines of each Condominium Unit are a part of the Condominium Plan, and are shown as shown.
3. The boundaries and area of each unit are shown as shown.
4. The boundaries and area of each unit are shown as shown.

FIRST FLOOR PLAN BUILDING "E"

SECOND FLOOR PLAN BUILDING "E"



THE STATE OF FLORIDA
 COUNTY OF PALM BEACH
 I, *[Signature]*, Surveyor, do hereby certify that the above is a true and correct copy of the original plan as filed in my office on this 11th day of *[Month]*, 2011.

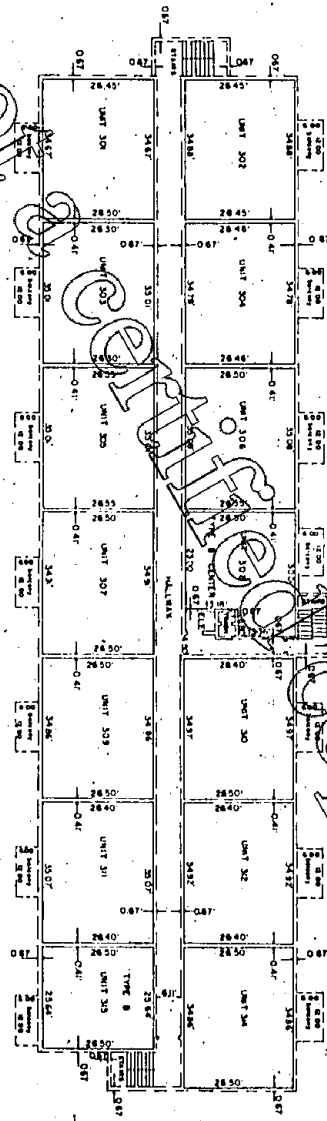
FILED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
 BOOK 11, PAGE 1248

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1. The lot area is 384 sq. ft.
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5. The lot area is 384 sq. ft.
6. The lot area is 384 sq. ft.

**THIRD FLOOR PLAN
BUILDING "E"**



[Handwritten signature and notes]

THIS PLAN IS A COPY OF THE ORIGINAL PLAN AND IS NOT A CERTIFIED COPY. IT IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

DATE: 11/15/80

PROJECT: CASA DEL RIO A CONDOMINIUM


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CERTIFICATE OF SURVEYOR

The undersigned, a surveyor authorized to practice in the State of Florida, hereby certifies that the construction of the improvements described in the foregoing Declaration is substantially complete so that these materials, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

DATED March 17 1980

By: 
W. B. WOODWARD
Florida Registered Land Surveyor
#2320
Florida Registered Professional
Engineer #14879

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EXHIBIT C

TO THE DECLARATION OF CONDOMINIUM

OF

CASA DEL RIO CONDOMINIUM

Palm Beach County, Florida

B9253 P1252

Articles of Incorporation

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State of Florida



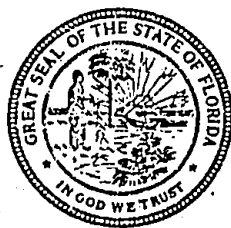
Department of State

Certified Copy

I certify that the attached is a true and correct copy of the Articles of Incorporation of CASA DEL RIO CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on December 26, 1979, as shown by the records of this office.

The charter number for this corporation is 750350

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CER 101 Rev. 5-79

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 27th day of December, 1979.

George Firestone
Secretary of State

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

CASA DEL RIO CONDOMINIUM ASSOCIATION, INC.

A Florida Corporation Not For Profit

1. NAME AND PLACE OF BUSINESS. The name of the corporation is CASA DEL RIO CONDOMINIUM ASSOCIATION, INC.

2. PURPOSE. The corporation is organized as a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and is a Condominium Association as referred to and authorized by Section 718.111, Florida Statutes. The purpose for which the Corporation is organized is to provide an entity responsible for the operation of a Condominium in Palm Beach County, Florida, known as CASA DEL RIO. Said Condominium is herein referred to as "Condominium" and the Declaration of Condominium whereby the same has been or will be created is herein referred to as "Declaration". A description of the lands of the Condominium is set forth in the Declaration.

3. QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION. The members of this corporation shall constitute all of the record owners of condominium parcels of CASA DEL RIO CONDOMINIUM. Change of membership in this corporation shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record title to a condominium parcel and the delivery to the corporation of a certified copy of such instrument. The grantee designated by such instrument thereby shall become a member of the corporation and the membership of the grantor thereby shall terminate. Where any one condominium parcel is owned by more than one person, firm, individual, corporation or other legal entity, the composite title holder shall be and constitute one member. Any person, firm, individual, corporation or other legal entity owning more than one condominium parcel shall be as many members as the number of such parcels owned.

4. TERM. The existence of the corporation shall be perpetual unless CASA DEL RIO CONDOMINIUM is terminated and in the event of such termination, the corporation shall be dissolved in accordance with law.

5. NAMES AND RESIDENCES OF INCORPORATORS. The names and residences of the incorporators to these Articles of Incorporation are:

Richard W. Morrison

2810 E. Oakland Park Blvd.
Fort Lauderdale, Florida

Louise Gill

2810 E. Oakland Park Blvd.
Fort Lauderdale, Florida

B9253 P1254

Joseph J. Lexa

2810 E. Oakland Park Blvd.
Fort Lauderdale, Florida

6. DIRECTORS.

1. The affairs of the Association shall be managed by its Board of Directors. The Directors and Officers may lawfully and properly exercise the powers set forth in Paragraph 11 hereof, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation or consummation, or both, of Agreements executed pursuant to such powers are some or all of the persons with whom the Corporation enters into such Agreements or who are employed by or own some or all of the proprietary interests in the entity or entities with whom the Corporation enters into such Agreements. Disclosure of such Agreements by setting forth the same in the Declaration, as initially declared or subsequently redeclared or amended, or by setting forth the same in the Offering Circular prepared by the Developer as required by Part V, Chapter 718, Florida Statutes, and given to members prior to their becoming members, shall stand as an absolute confirmation of such Agreements and the verbal exercise by the Directors and Officers of the powers of this Corporation.

2. The Board of Directors shall consist of not less than three (3), nor more than seven (7) persons. The initial Board shall consist of three (3) persons.

3. The directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed, and vacancies on the Board filled, in the manner provided by the By-Laws.

4. The first election of Directors by the membership of the Association shall be held when the membership is entitled to elect no less than one-third of the members of the Board as required by Chapter 718.301, Florida Statutes.

5. The Directors must be members of the Association except that Directors appointed by the Developer need not be members of the Association. The terms of the Directors herein named shall expire only as required by the provisions of Chapter 718.301, Florida Statutes, and the Directors herein named may from time to time expand the membership of the initial Board to not more than seven (7) members in order to accommodate the requirements of Chapter 718.301 relative to representation on the Board by unit owners. Any such expansion in the membership of the Board shall be by Resolution adopted by the Board and presented to the membership at any meeting thereof called for the purpose of electing members of the Board. Any vacancies occurring in the membership of the Board shall be filled by the remaining directors. The Directors herein named shall not be subject to recall or removal from office by the membership.

6. The names and addresses of the members of the initial Board

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of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

James V. Tomai, Jr.	59 Maiden Lane New York, N.Y. 10038
Wayne L. Kasbar	59 Maiden Lane New York, N.Y. 10038
Alfred Y. Bauer	59 Maiden Lane New York, N.Y. 10038

7. OFFICERS. The affairs of the Association shall be administered by the officers named in these Articles of Incorporation until they are removed or their successors are elected. After the first election of Directors by the membership of the Association, the officers shall be elected by the Board of Directors, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

President	James V. Tomai, Jr.
Vice President	Wayne L. Kasbar
Treasurer	James A. Beach
Secretary	Alfred Y. Bauer

8. INDEMNIFICATION. Every Director and every officer of the corporation, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved, by reason of his being, or having been, a Director or officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer admits or is adjudged guilty of wilful misfeasance in the performance of his duties; provided, that in the event of a settlement before entry of judgment, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

9. BY-LAWS. The first By-Laws of the Association shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided for in the By-Laws.

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10. AMENDMENTS. Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving the proposed amendment may be first originated by either the Board or the Membership. After approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Membership must be by a majority vote of the Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by a majority vote of the Directors present at any meeting of the Directors at which a quorum is present.

3. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights, and obligations set forth in the Declaration.

4. A copy of each amendment shall be certified by the Secretary of State and recorded among the Public Records of Palm Beach County, Florida.

5. Notwithstanding the foregoing provisions of this paragraph, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of the Developer, including the right to designate and select the Directors as provided in paragraph 6 hereof, without the prior written consent therefor by the Developer.

11. POWERS. The corporation shall have all of the following powers:

a. All of the powers now or hereafter conferred upon corporations not for profit under the laws of Florida and not repugnant to any of the provisions of the Florida Condominium Act or these Articles of Incorporation.

b. All of the powers of an Association, as set forth in the Florida Condominium Act.

c. To acquire and enter into agreements whereby it acquires land, leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

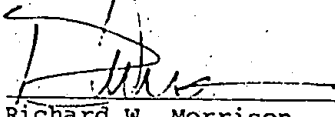
d. To contract with a third party for the management of the Condominium and to delegate to the contractor all powers and duties of this corporation except such as are specifically required by the Declaration and/or the By-Laws to have the approval of the Board of Directors or the membership of the corporation.

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ACKNOWLEDGMENT

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



Richard W. Morrison
Registered Agent

Dec 26 8 41 AM '79
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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EXHIBIT D

TO THE DECLARATION OF CONDOMINIUM

OF

CASA DEL RIO CONDOMINIUM

Palm Beach County, Florida

B8253 P1200

By-Laws

-D-

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BY-LAWS

OF

CASA DEL RIO CONDOMINIUM ASSOCIATION, INC.

A Florida Corporation Not For Profit

1. GENERAL.

a. Identity. These are the By-Laws of CASA DEL RIO CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which are filed in the office of the Secretary of State. The corporation has been organized for the purpose of administering CASA DEL RIO CONDOMINIUM, located upon lands in Palm Beach County, Florida.

b. Office. The office of the Association shall be at 450 N. W. 20th Street, Boca Raton, Florida, or such other place as the Board of Directors may determine from time to time.

c. Fiscal Year. The fiscal year of the corporation shall be the calendar year.

d. Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Seal" and the year of incorporation.

2. MEMBERS.

a. Qualification. The members of the Association shall consist of all of the record owners of condominium parcels of CASA DEL RIO CONDOMINIUM.

b. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records, a deed or other instrument establishing a record title to a condominium parcel and the delivery to the corporation of a certified copy of such instrument. The grantee designated by such instrument thereby shall become a member of the Association and the membership of the grantor thereby shall terminate.

c. Voting Rights. The members of Association shall be entitled to cast one vote for each apartment owned by them.

d. Designation of Voting Representative. If an apartment is owned by one person, his right to vote shall be established by the record

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title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

e. Approval or Disapproval of Matters. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if at an Association meeting.

f. Restraint upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

3. MEMBERS' MEETINGS.

a. Annual Members' Meeting. The members shall meet annually on the date and at the time designated by the Board. The meeting shall be held at the Association Office or such other place convenient to the members as designated by the Board. The purpose of the meeting shall be to hear reports of the officers and committees, elect members of the Board and transact any other business authorized to be transacted by the members.

b. Special Members' Meetings. Special members' meetings may be called by the President, the Board of Directors or members entitled to cast one-third (1/3) of the votes of the entire membership.

c. Notice of all Members' Meetings. Notice of all members' meetings stating the date, time, place and the objects for which the meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member at his address as it appears on the books of the Association and shall be mailed not less than 14 days nor more than 60 days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meeting may be waived by a majority of members before or after meetings.

d. Quorum. A quorum at members' meeting shall consist of persons entitled to cast a majority of the votes of the Association. The acts

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approved by a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

e. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.

f. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

g. Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (1) Calling of the roll and certifying of proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of Officers.
- (5) Reports of committees.
- (6) Election of inspectors of elections.
- (7) Election of directors.
- (8) Unfinished business.
- (9) New business.
- (10) Adjournment.

h. Proviso. The Developer shall transfer control of the Association to the unit owners in the manner provided in Florida Statute 718.301 and the Developer reserves unto itself the right to maintain control of the Association and members' meetings to the extent permitted by law.

4. BOARD OF DIRECTORS.

a. Membership. The affairs of the Association shall be managed by a board of directors, which shall act by a majority vote of the Directors composing the Board.

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(1) The Board of Directors (the "Board") shall consist of not less than three (3) persons nor more than seven (7) persons. The initial Directors, and their duly appointed successor directors, may, from time to time, expand the membership of the Board to not more than seven (7) Directors in order to accommodate the requirements of Chapter 718.301, Florida Statutes, relative to representation on the Board by unit owners. Any such expansion in the membership of the Board shall be by Resolution adopted by the Board and presented to the membership at any meeting thereof called for the purpose of electing members of the Board.

(2) Directors must be members of the Association except that Directors appointed by the Developer need not be members of the Association.

b. Nominations. A nominating committee of three (3) members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting.

(1) The nominating committee shall nominate one candidate for each member of the Board to be elected by the members of the Association.

(2) Additional nominations may be made from the floor of the meeting.

c. Election. Election of directors shall be conducted in the following manner:

(1) Election of directors shall be held at the annual members' meeting.

(2) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast. There shall be no cumulative voting.

d. Removal of Directors. Any director may be removed by concurrence of a majority of the members.

e. Vacancies. All vacancies occurring between annual meetings of members shall be filled by the remaining directors.

f. Meetings. Meetings of the Board shall be open to all unit owners. Adequate notice of all such meetings shall be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency. The Board shall be the sole determinor of what constitutes an "emergency" by which it can dispense with the posting of notice of any meeting.

g. Proviso. The Developer shall transfer control of the Association to the unit owners in the manner provided in Florida Statute 718.301 and the Developer reserves unto itself the right to maintain control of the Association to the extent permitted by the law. Notwithstanding the foregoing provisions of Section 4, the initial directors of the Association shall remain in

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office to the extent permitted by the Condominium Act. In the event of vacancies occurring among the initial Directors, the remaining directors shall fill vacancies, if any, and if there are no remaining directors, such vacancies shall be filled by the Developer. Directors named pursuant to this provision need not be unit owners, members of or entitled to vote in the affairs of the Association. The initial Directors and their successors named pursuant hereto shall not be subject to recall or removal from office by the membership.

5. POWERS AND DUTIES OF BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Act, the Declaration, the Articles of Incorporation and these By-Laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by apartment owners when such approval is specifically required. The powers and duties of the directors shall include but shall not be limited to the following, subject, however, to the provisions of the several Declarations and these By-Laws:

- a. Assessments. To make and collect assessments against members to defray the costs and expenses of the condominium properties. The Board may allocate or apportion to particular apartment buildings such costs and expenses as may be appropriate and may make special assessments consistent with such allocation or apportionment.
- b. Disbursements. To use the proceeds of assessments in the exercise of its powers and duties.
- c. Maintenance. To maintain, repair, replace and operate the condominium property.
- d. Insurance. To purchase insurance upon the condominium properties and insurance for the protection of the Association and its members.
- e. Reconstruction. To reconstruct improvements after casualty and further improve the condominium property.
- f. Regulation. To make and amend regulations respecting the use of the property in the condominium. Rules and regulations of the Association, until amended, shall be as set forth in Schedule A attached hereto.
- g. Approval. To approve or disapprove leases, mortgages and other matters concerning apartments in the manner provided by the Declaration.
- h. Management Contract. The Association may enter into a contract with any person, firm, or entity for the operation, maintenance, or repair of the condominium property. However, any such contract shall not be in conflict with the powers and duties of the Association or the rights of unit owners as provided in the Condominium Act and these enabling documents.
- i. Acquire Interests. To acquire and enter into agreements

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with the concurring approval of two-thirds (2/3) of the members whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use and benefit of the apartment owners and to declare expenses in connection therewith to be common expenses.

j. Enforcement. To enforce by any legal means, including the right to place a lien on a unit and the right to levy fines against unit owners, the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the By-Laws and the regulations for the use of the property in the Condominium.

k. To purchase from the Developer an apartment for the use of a resident manager of the Condominium.

l. To impose a lawful fee in connection with the approval of the lease of units.

m. To suspend the right of any unit owner to use the recreation facilities of the Condominium so long as said unit owner is delinquent in the payment of common expenses.

n. To authorize unit owners or others to use portions of the common elements such as social rooms, meeting rooms, pool terraces, etc., for private parties and gatherings and the right to impose reasonable charges in connection with such private uses.

o. To exercise all powers specifically set forth in the Declaration, the Articles of the Association, by these By-Laws, and in the Florida Condominium Act, and all powers incidental thereto.

6. OFFICERS.

a. Officers and Election. The executive Officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer and a Secretary all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

b. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all board and members' meetings.

c. Vice-President. The Vice-President shall in the absence or

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disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

d. Secretary. The Secretary or other designee of the President shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

e. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

f. Compensation. The compensation, if any, of all officers shall be fixed by the Directors. No Officer who is a designee of the Developer shall receive any compensation for his services as such. These provisions shall not preclude the Board from employing a Director as an employee of the Corporation nor preclude contracting with a director for the management of the condominium or the Association.

g. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

a. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners,

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the amount of each assessment against the owners, the dates and amounts in which the assessments came due, the amounts paid upon the account and the balance due upon assessments.

b. Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Corporation.

Copies of the budget and proposed assessments shall be transmitted to each member on or before thirty (30) days preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

c. Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments, each of which shall come due on the first day of each month of the year for which the assessments are made. A late charge of 15% per month of the amount past due shall be assessed against the unit owner by the Board. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the 1st day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the board of directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month succeeding the month in which such amended assessment is made or as otherwise provided by the board of directors. Until the first annual assessment shall be determined by the board of directors of the Association, assessments shall be as estimated by the Developer.

d. Depository. The depository of the Association in which the monies of the Association shall be deposited will be such banks and/or savings and loan associations as shall be designated from time to time by the directors. Withdrawals of monies from such accounts shall be only by checks signed by such persons as authorized by the directors. Provided, however, that the provisions of a management agreement between the Association and a manager with respect to depositories shall supersede this provision.

e. Fidelity Bonds. Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Association.

8. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

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9. AMENDMENT OF THE BY-LAWS

a. These By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at a regular or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. An amendment may be approved at the same meeting of the Board and/or Membership at which such amendment is proposed.

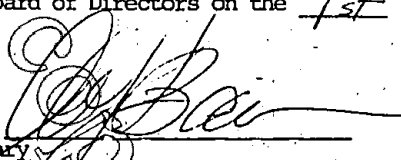
b. An amendment may be proposed by either the Board or by the Membership, and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

c. No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any Mortgagee, the validity of the mortgage held by any such Mortgagee or any of the rights of the Developer.

10. DEFINITIONS

a. The definitions contained in the Condominium Act and the Declaration are hereby adopted to the extent that such definitions are applicable to these By-Laws.

The foregoing were adopted as the By-Laws of CASA DEL RIO CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 1st day of March, 1980.


Secretary

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SCHEDULE A TO BY-LAWS

INITIAL

RULES AND REGULATIONS

OF

CASA DEL RIO CONDOMINIUM ASSOCIATION, INC.

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No unit owner shall make, cause to be made or allow to be made any alteration and/or structural modification to his apartment or to the common elements or any modifications which would affect the appearance of the condominium from the exterior without the prior written consent of the Board of Directors and where applicable any mortgagee owning a mortgage on same, respectively.
2. RESIDENCE USE: Apartments shall not be used for commercial or professional purposes and shall only be used as single family residences.
3. BALCONIES AND PORCHES: No bathing suits, towels, or clothing shall be hung from the balconies and/or porches. No mops shall be shaken from the balconies, porches or windows. No loose articles shall be left on balconies and/or porches during the hurricane season.
4. BARBECUES AND OUTDOOR COOKING: No barbecue and/or outdoor cooking shall be permitted on balconies or porches or on any other portion of the common areas, except in those areas that may from time to time be designated for such purposes by the Board of Directors.
5. BUILDING EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES: No unit owner or member of his family or guests shall give orders or instructions to building employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.
6. CLOTHES LINES AND CLOTHES POLES: No clothes lines or similar device shall be permitted on any portion of the property, nor shall clothes be hung anywhere except in such areas, if any, as are designated from time to time by the Board of Directors.
7. CLEANLINESS: Each unit owner shall be responsible to keep his apartment in a good state of preservation and cleanliness. Owners shall not allow anything whatsoever to be thrown or fall from the windows, doors, balconies and/or porches. No sweepings or other substances shall be permitted to escape to the exterior of the apartment.

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8. COMPLAINTS: All complaints of unit owners shall be made in writing and delivered to the person designated for such purposes by the Board of Directors or to a member of the Board of Directors.

9. CONDUCT: No person in a dwelling unit or in the common areas shall engage in loud and boisterous or other disorderly, profane, indecent, immoral, or unlawful conduct.

10. DAMAGED COMMON AREAS: Damage to common areas, including but not limited to the landscaped areas and the recreational and common elements caused by any unit owner or his guests or invitees shall be the sole responsibility of such unit owner.

11. DELIVERIES: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association or the employees of the Developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

12. EXTERIOR APPEARANCE: The exterior of the apartment including but not limited to balconies and porches, shall not be painted, decorated or otherwise modified in any manner without the prior written consent of the Board of Directors, and such consent may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors.

13. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance, shall be kept in any apartment, storage area or common area, except such as required for normal household use.

14. GUEST OCCUPANCY: Any and all guests of dwelling unit owners shall be required to comply with all of the rules and regulations of CASA DEL RIO and rights and obligations created by the Declaration and its exhibits. The Board of Directors reserves the right to limit the number of guests an apartment owner may have, limit the number of guests that may use the recreation area and common elements and, in addition, reserves the right to expel guests that fail to comply with applicable requirements.

15. GUNS: No guns shall be permitted to be discharged any place upon the condominium, except as might be permitted in the event of an emergency under the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, B-B guns and sling shots.

16. HURRICANE PREPARATIONS: Each owner who plans to be absent from his apartment during the hurricane season, must prepare his apartment prior to his departure by:

- A. Installing hurricane shutters where applicable.

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B. Removing all furniture, plants and other objects from his balcony and/or porch.

C. Designating a responsible firm or individual to care for his apartment should the apartment suffer hurricane damage, and furnish the Board of Directors, or the person designated by the Board of Directors for such purpose, with the name of said firm or individual.

D. Any owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other owners, and/or to the common areas resulting from such failure.

E. All unsightly modifications for hurricane preparation, e.g. window tape, shall be removed within two (2) days after a hurricane watch is no longer in effect.

17. INSURANCE RATES: No owner shall permit or suffer anything to be done or kept in his apartment which will increase the rate of insurance on the common elements.

18. NUISANCES: No owner or occupant shall make or permit any disturbing noises any place in the condominium by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other owners. No owners shall play upon, or suffer to be placed upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio, sound amplifier or other sound equipment in such manner that same would disturb or annoy other occupants of the condominium. No owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time, except such activity may be permitted to take place in the recreation area with prior consent of the Board of Directors.

19. PARKING: Parking areas shall be used only by owners, their guests and invitees. Parking areas shall only be used to park private passenger motor vehicles. No motor vehicle which cannot operate on its own power shall remain on condominium property for more than 24 hours, and no repair of any motor vehicle shall be made on condominium property. No trucks, mobile homes, trailers, campers, recreation vehicles, vans or other vehicles, boats or equipment other than private passenger vehicles shall be parked or left standing upon condominium property, except for purposes of loading and unloading or except in areas designated for this type of vehicle. No motor vehicles shall be parked other than in areas designated for parking. Vehicles improperly parked will be towed away at the expense of the apartment owner doing or permitting such act and/or the owner of the vehicle.

20. PASSAGEWAYS: Sidewalks, entrance ways, passageways, vestibules, and all other portions of the common areas must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons,

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shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.

21. PERSONAL PROPERTY: The personal property of an owner shall be stored within his unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the common areas.

22. PETS: An Apartment Owner may keep a common household pet in his Apartment subject to any rules and regulations which may be promulgated by the Association from time to time and subject to the following:

A. No pets may be kept, bred or maintained for any commercial purpose.

B. No animals other than domestic animals shall at any time be permitted.

C. The maximum weight of permitted animals is 20 pounds. In no event shall any pet be permitted in or upon any of the common elements unless carried or leashed and then only in those areas as may from time to time be designated by the Board of Directors.

D. In no event shall any pet be permitted upon or within the recreational facilities, including but not limited to the recreational buildings and the pool area.

E. All pets must be sufficiently under control at all times so that they do not become a nuisance and must be held when in an elevator.

F. If a dog or other animal becomes obnoxious to other persons by barking or otherwise, and/or in the event that any pet becomes a nuisance, the owner thereof must cause the problem to be corrected, or if it is not corrected, the owner, upon written notice by the Board of Directors shall be required to remove the pet from the property. If the owner fails to remove the pet from the property, the Board of Directors shall be entitled to take such action as may be necessary to secure the removal of said pet from the property, including but not limited to securing an injunction requiring removal of said pet, and the owner of said pet shall in such cases be responsible for court cost and attorneys' fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets.

G. The owners of any pet shall indemnify the Association and each of the other owners and occupants of the condominium, and hold same harmless against any loss and liability of any kind or character whatsoever arising from or growing out of owning and/or keeping any animal upon the property.

H. Each pet owner shall be responsible for the removal and disposal of all defecation left by his pet upon the property.

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23. PLANTINGS No plantings of whatsoever nature shall be made by any owner upon any common element without the prior written approval of the Board of Directors.

24. RECREATIONAL FACILITIES: The use of the recreational facilities is limited solely to the members of the Association and their invited guests. Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its members. The use of the recreational facilities shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of said facilities by all of the members of the Association. Amended and/or additional rules and regulations shall be posted in a conspicuous place, in or upon the recreational facilities and it shall be the responsibility of the individual owners to apprise themselves of them. Private use of the recreational facilities must be arranged through, and conducted only after permission has been granted by the Board of Directors. The user of the recreational facilities shall be responsible to leave them in a clean and orderly manner and shall be responsible for any breakage and/or damage caused.

25. SOLICITATIONS: There shall be no solicitations permitted by any persons, anywhere in or about the property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

26. SERVICE PEOPLE: No owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in an apartment, except in cases of emergencies, before 8:00 A.M. or after 9:00 P.M.

27. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any owner or occupant on any part of the outside or inside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board of Directors.

28. TRASH AND GARBAGE: All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped in plastic bags and placed only in those containers and areas designated for such purpose.

29. VEHICULAR AND PEDESTRIAN TRAFFIC: All vehicular and pedestrian traffic being in and/or operating upon the property, shall at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 15 m.p.h.

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30. WHEEL VEHICLES: No owner shall permit self-propelled wheeled vehicles, including but not limited to bicycles, carriages and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon property. No bicycles shall be permitted to be ridden within or upon the recreational and community facilities, except in those areas, if any, designated for such purposes and all such vehicles shall be kept and stored only in designated areas.

31. CARPETING AND DOOR MATS: All apartments on the second and third floors must be carpeted so as to reduce noise. All door mats outside an apartment door must conform to the style designated by the Board.

32. REMEDIES FOR VIOLATIONS. In addition to any remedies provided elsewhere for violation of these Rules and Regulations the Association shall have the right and power:

- A. to cure the same and to charge the cost thereof to the member responsible as a special assessment; or
- B. to impose a fine as penalty therefor not exceeding \$500.00; or
- C. by both A and B above.

The Association shall act pursuant to this rule only after three (3) day's notice to the member, during which period the member may cure the alleged violation or shall have an opportunity to be heard by the Board.

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