

BY-LAWS
OF
DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

1. IDENTITY.

The name of the corporation is DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as "Association, a corporation not for profit organized under the laws of the State of Florida.

The principal office of the corporation shall be located at 2500 East Hallandale Beach Boulevard, Hallandale, Florida, 33009, but the meeting of members and directors may be held at such places within the State of Florida, county of Broward or Palm Beach, as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year.

2. DEFINITIONS.

All words, phrases, names and/or terms used in these By-Laws shall have the same meaning and be defined and used the same as they are in the Declaration of Covenants, Conditions and Restrictions relating to Plat No. 3 of Delray Villas, (herein Declaration), and the Articles of Incorporation of the Association.

3. MEETING OF MEMBERS.

A. Annual Meetings: The first annual meeting of the members shall be held on or before one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at such time and place as might be determined by the Board of Directors. If the day for an annual meeting is a legal holiday, the meeting will be held the first day following which is not a legal holiday.

B. Special Meetings: Special meetings of the members may be called at any time by the President or by the Board of Directors of the Association (Board) or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of both Class A or Class B membership.

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

D. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast fifty percent (50%) plus one (1) of the combined votes of membership shall constitute a quorum for any action except as otherwise provided for in the Articles, the Declaration or the By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from

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time to time, without notice other than announcement of the meeting, until a quorum as aforesaid shall be present or represented.

E. Voting: At any meeting of members, the owners of units shall be entitled to cast such votes to which they might be entitled as defined in the Articles of Incorporation of the Association, Class A and Class B members shall be as defined in the Articles of Incorporation of the Association,

F. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

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

- Calling of the role and certifying of proxies;
- Proof of notice of meetings;
- Reading of Minutes;
- Report of Officers;
- Appointment of Chairman of Inspection of Election;
- Election of Directors;
- Infinished Business;
- New Business;
- Adjournment.

4. DIRECTORS.

A. Selection; Number; Term: The affairs of this Association shall be managed by a Board from three (3) to nine (9) Directors, who shall be members of the Association, except that until Class B membership has ceased and has been converted to Class A membership, the members of the Board need not be members of the Association and the initial Board of Directors shall be comprised of three (3) persons. The names and addresses of the persons who shall serve as Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Constantino Cicione	3601 N. E. 24th Avenue Fort Lauderdale, Florida
John R. Carver	2001 SW 13th Avenue Boynton Beach, Florida
Russell Campanelli	2717 N. E. 29th Court Fort Lauderdale, Florida

The initial Board herein designated shall serve until the first annual membership meeting, after the Class A membership exceeds that of the Class B

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membership vote, at which time the members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years and three (3) Directors for a term of three (3) years. At each annual meeting thereafter, the members shall elect one third (1/3) of the Directors for a term of three (3) years. Any vacancy on the Board shall be filled for the unexpired term of the vacated office by the remaining Directors; provided, however, that Declarant shall, so long as it is the Owner of any Units in the project and continues to hold said Units for sale in the ordinary course of business, be entitled to designate one (1) member to serve on the Board of Directors, which member may not be removed from the Board except by the Declarant, and should said membership resign from the Board, he will be replaced by the Declarant.

B. Removal: Any Director, except the original Directors, or the Director appointed by Declarant in accordance with the above section, may be removed from the Board, with or without cause, by majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining directors of the Board and shall serve for the unexpired term of his predecessor.

C. Compensation: No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

5. NOMINATION AND ELECTION OF DIRECTORS.

A. Nomination: Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

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

6. MEETING OF DIRECTORS.

A. Regular Meetings: Regular meetings of the Board shall be held at such time and place as shall be fixed from time to time by a majority of the Board. Notice of said meeting shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to each meeting, but nothing contained herein shall be deemed to disallow any Director's waiver of said notice. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This section shall not be construed as to require regular meetings of the Board of Directors.

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

C. Organizational Meetings: The organizational meeting of a newly elected Board of Directors shall be held within ten (1) days of their election at such time and place as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary.

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

E. Waiver of Notice: Any Director may waive notice of a meeting before or after the meeting, and shall be deemed equivalent to the giving of notice.

F. Joinder in Minutes: The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

G. Presiding Officer: The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

H. Order of Business: The order of business at Directors' meetings shall be:

- Calling of role;
- Proof of notice of meeting;
- Reading of minutes;
- Report of Officers and Committees;
- Election of Officers;
- Unfinished Business;
- New Business;
- Adjournment.

7. POWER AND DUTIES OF THE BOARD OF DIRECTORS.

A. Powers: The Board shall have the power to: (a) Adopt and publish rules and regulations governing the use and improvement of the lots, streets, Common Areas and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; (b) Suspend the voting rights of a member and his right to use recreational areas during any period in which such member shall be in default in the payment of an assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these

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By-Laws, the Articles or the Declaration; (d) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors; provided, however, that concurrence in the minutes of the meeting as provided for herein shall constitute presence of said meeting; (e) Employ such employees as they deem necessary and prescribe their duties; and (f) Exercise such other powers as given by Florida Statutes and not in conflict therewith.

B. Duties: It shall be the duty of the Board to: (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at an annual meeting of the Members; (b) Supervise all officers, agents and employees of the Association, and determine that their duties are properly performed; (c) As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
2. Send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and
3. Foreclose the lien against any Unit for which assessments are not paid and/or bring an action at law against the owner personally obligated to pay the same; (d) Issue or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association; (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; (g) Cause the Common Areas to be maintained.

8. OFFICERS AND THEIR DUTIES.

A. Enumeration of Officers: The officers of this Association shall be a president and a vice-president, who shall at all times be members of the Board, a secretary and a treasurer, and such other officers as the Board may from time to time, by resolution, create.

B. Election of Officers. The election of Officers shall take place at the first meeting of the Board following each annual meeting of the members.

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

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

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

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

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G. Multiple Officers: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Subparagraph (d) of this section.

H. Compensation: Compensation of all officers and employees of the Association shall be fixed by the Directors, but this provision shall not be deemed to require that compensation be paid to said officers.

I. Duties: The duties of the officers are as follows:

- President The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- Vice-President The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- Secretary The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it to all papers requiring such seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses and perform such other duties as required by the Board.
- Treasurer The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

9. COMMITTEES.

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

10. BOOKS AND RECORDS.

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

11. ASSESSMENTS.

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the unit against which the Assessment is made. Any assessments which are not paid when due and payable shall be delinquent, and the assessment shall bear interest from the date of delinquency at the rate of ten (10%) per cent per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the Unit. Interest, costs, and reasonable attorneys' fees, and costs and attorneys' fees on appeal, incurred in any such actions shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided for herein for any reason.

12. AMENDMENTS.

A. These By-Laws may be amended at a regular meeting of the Members by a vote of sixty (60%) percent of the members voting in person or by proxy.

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

C. Provided further, however, that so long as the Declarant owns any Units which are being held for sale in the ordinary course of business, and notwithstanding the fact that Class B membership may have ceased to exist, no amendment may:

1. Interfere with the Declarant's efforts to sell those Units owned by it;
2. Remove the Declarant's right to appoint at least one (1) member to the Board of Directors;
3. Assess the Declarant for capital improvements without his prior written consent.

13. PARLIAMENTARY RULES.

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

14. FISCAL YEAR.

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of
DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.,
have hereunto set our hands, this 10th day of June, A. D. 1980.

In the presence of:

Susan P. Kain

Constantino Cicone
CONSTANTINO CICIONE

Carolyn A. Daniels

John R. Carver
JOHN R. CARVER

Carolyn A. Daniels

Russell Campanelli
RUSSELL CAMPANELLI

CERTIFICATION

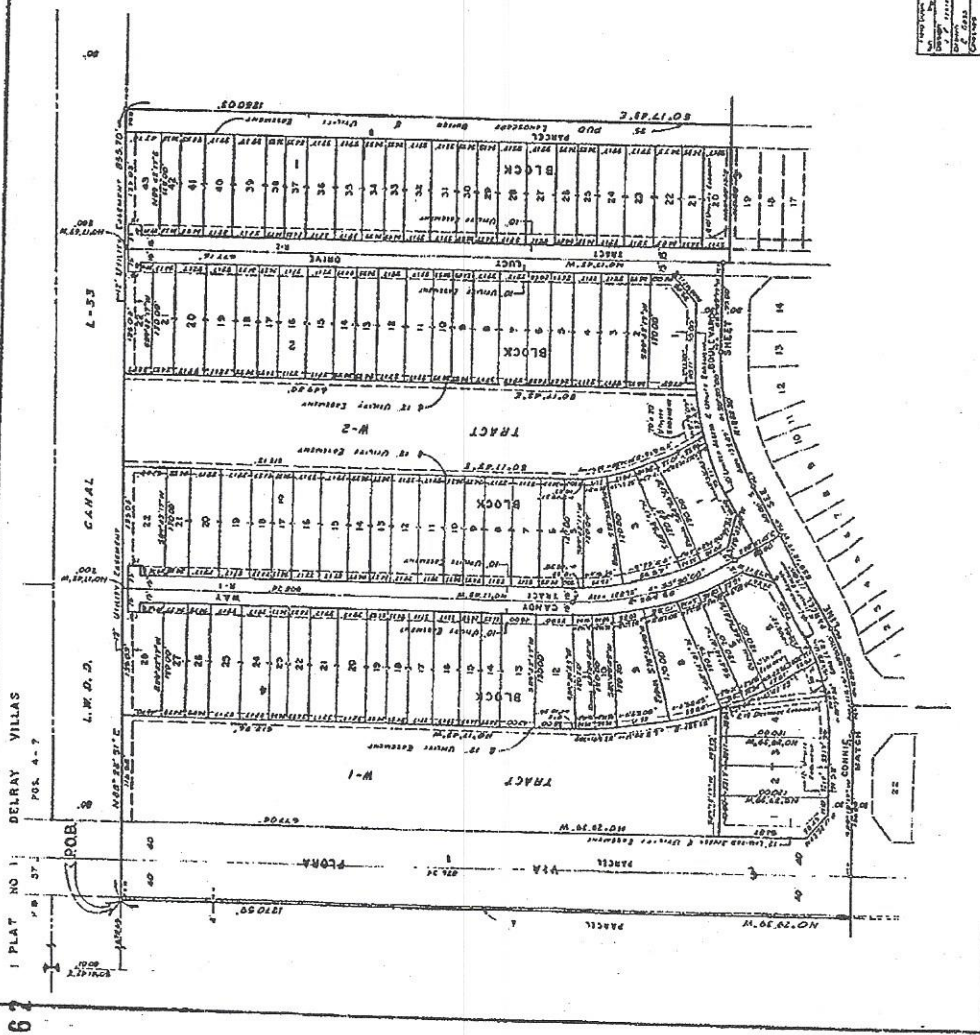
I, the undersigned, do hereby certify that I am the duly elected and
acting Secretary of DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION,
INC., a Florida corporation not for profit, and that the foregoing By-Laws
constitute the original By-Laws of said Association, as duly adopted at a
meeting of the Board of Directors thereof, held on the 10th day of
June, A. D. 1980.

Russell Campanelli
RUSSELL CAMPANELLI

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PLAT NO 1
DELRAY VILLAS
POS. 4-7



A PLANNED UNIT DEVELOPMENT
IN VILLADELRAY WEST
**PLAT NO. 3 OF
DELRAY VILLAS**
IN THREE SHEETS
SHEET 2 OF 3

Exhibit III - Sheet 2

PREPARED BY ROBERT E. OWEN & ASSOCIATES, INC. SURVEYORS - PLANNERS - ENGINEERS WEST PALM BEACH FLORIDA	PLAT NO. 3 DELRAY VILLAS IN 3 SHEETS, SHEET 2 OF 3	DATE JULY 1978 SHEET NO. 2
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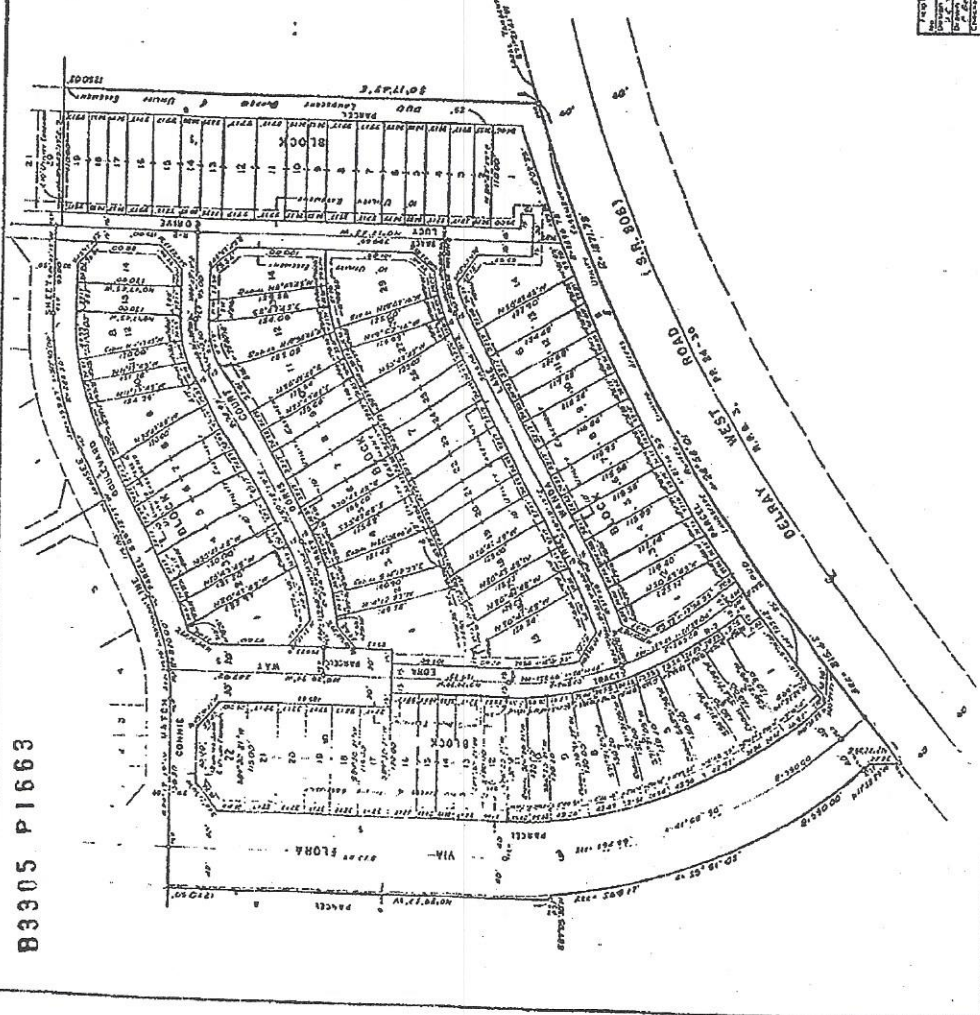
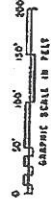
A PLANNED UNIT DEVELOPMENT
IN VILLAGES WEST
PLAT NO. 3 OF
DELRAY VILLAS
IN THREE SHEETS
SHEET 3 OF 3

PROJECT	DELRAY VILLAS
OWNER	ROBERT COWEN & ASSOCIATES, INC.
DESIGNER	BRIGGS & BARNES - SMITHALL
DATE	WEST PALM BEACH, FLORIDA
CONTRACT	
PLAT NO.	PLAT NO. 3
SHEET NO.	IN 3 SHEETS, SHEET 3 OF 3

PLAT NO. 3
DELRAY VILLAS
IN 3 SHEETS, SHEET 3 OF 3

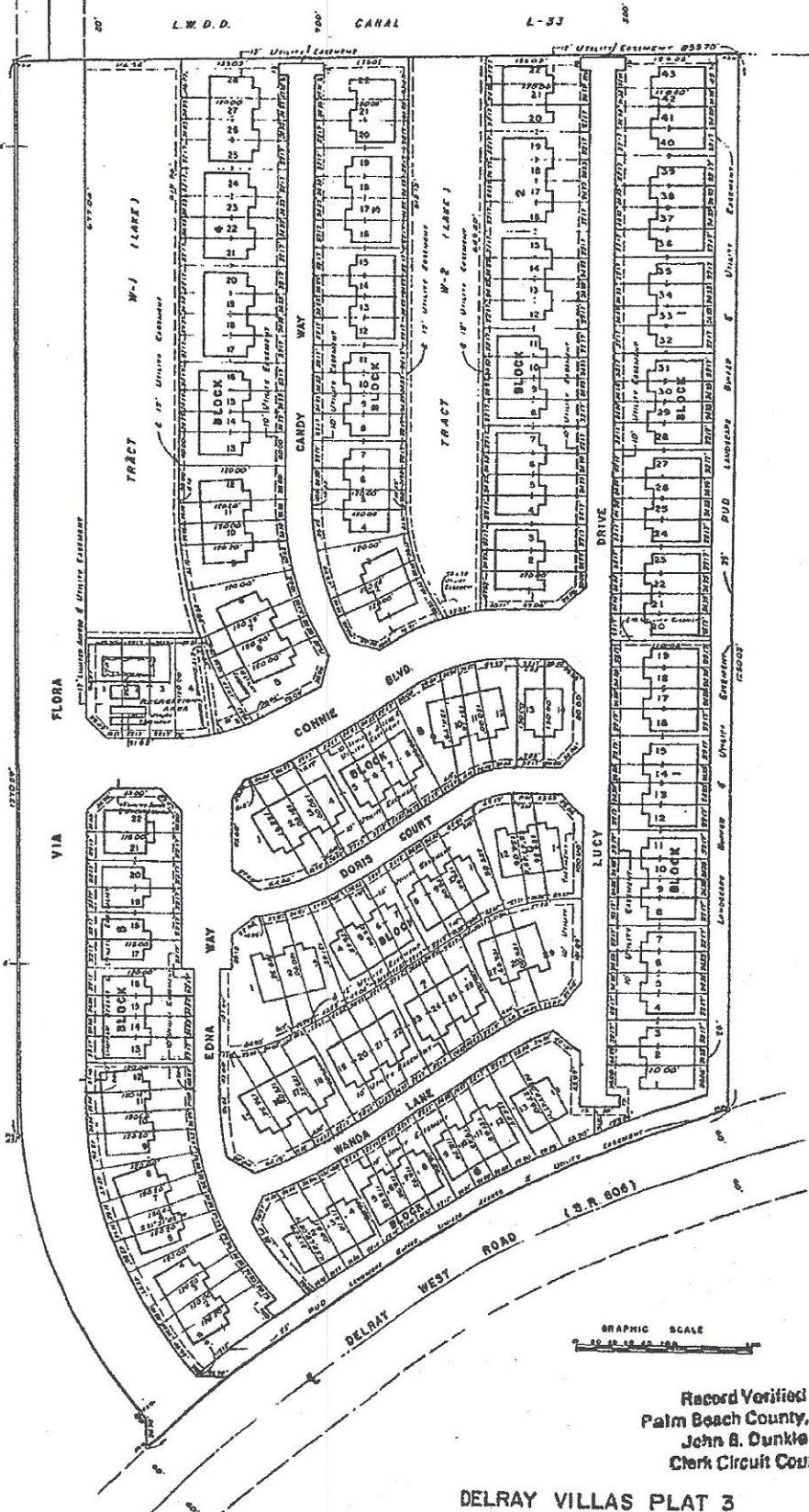
ROBERT COWEN & ASSOCIATES, INC.
BRIGGS & BARNES - SMITHALL
WEST PALM BEACH, FLORIDA

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

DELRAY VILLAS PLAT 3

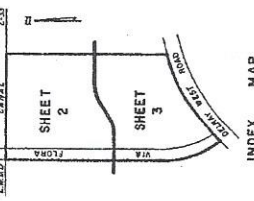
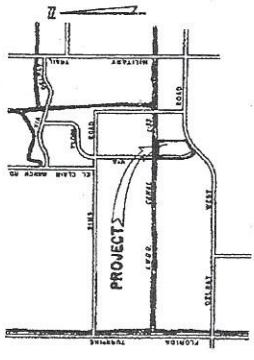
Exhibit IV

78-1184

A PLANNED UNIT DEVELOPMENT IN VILLADELRAY WEST PLAT NO. 3 OF DELRAY VILLAS

BEING A SUBDIVISION OF LAND IN THE SOUTHWEST QUARTER
(SW 1/4) OF SECTION 14, TOWNSHIP 46 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA

IN THREE SHEETS SHEET 1 OF 3
JULY, 1979



198

COUNTY OF PALM BEACH
THIS DEED FOR RECORD
IN 87, MAY 1979
BOOK 104, PAGE 1948
DATE RECORDED
1979

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, **LEE CROUCH**, a duly licensed attorney at law and the holder of the Florida Certificate of Title, do hereby certify that I have examined the title to the herein described property and the records of the public records of the County of Palm Beach, Florida, and find that the same are correct and in accordance with the facts as shown by the records of the public records of the County of Palm Beach, Florida.

WITNESSETH my hand and the seal of my office this **14th** day of **MAY** 1979.

[Signature]
LEE CROUCH
Attorney at Law

NOTES

1. The title to the above described land is subject to a first mortgage in favor of the County of Palm Beach, Florida, as provided for in Ordinance No. 14,785, adopted by the Board of Commissioners of the County of Palm Beach, Florida, on May 1, 1969.

2. The above described land is also subject to a first mortgage in favor of the County of Palm Beach, Florida, as provided for in Ordinance No. 14,785, adopted by the Board of Commissioners of the County of Palm Beach, Florida, on May 1, 1969.

3. The above described land is also subject to a first mortgage in favor of the County of Palm Beach, Florida, as provided for in Ordinance No. 14,785, adopted by the Board of Commissioners of the County of Palm Beach, Florida, on May 1, 1969.

SURVEYORS CERTIFICATION

I, the undersigned, being a duly licensed surveyor in the State of Florida, do hereby certify that I have examined the survey and the records of the public records of the County of Palm Beach, Florida, and find that the same are correct and in accordance with the facts as shown by the records of the public records of the County of Palm Beach, Florida.

WITNESSETH my hand and the seal of my office this **14th** day of **MAY** 1979.

[Signature]
Surveyor

COUNTY APPROVALS

COMMISSIONER OF PUBLIC WORKS
COUNTY OF PALM BEACH
I, **...**, do hereby approve the use of the above described land for the purposes herein stated, and I hereby certify that the same are in accordance with the provisions of Ordinance No. 14,785, adopted by the Board of Commissioners of the County of Palm Beach, Florida, on May 1, 1969.

WITNESSETH my hand and the seal of my office this **14th** day of **MAY** 1979.

[Signature]
Commissioner of Public Works

PLANNING BOARD APPROVALS

PLANNING BOARD
COUNTY OF PALM BEACH
I, **...**, do hereby approve the use of the above described land for the purposes herein stated, and I hereby certify that the same are in accordance with the provisions of Ordinance No. 14,785, adopted by the Board of Commissioners of the County of Palm Beach, Florida, on May 1, 1969.

WITNESSETH my hand and the seal of my office this **14th** day of **MAY** 1979.

[Signature]
Planning Board

PLAT NO. 3
DELRAY VILLAS

IN 3 SHEETS, SHEET 1 OF 3

PLAT NO. 3
DELRAY VILLAS

IN 3 SHEETS, SHEET 1 OF 3

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PLAT NO. 3
DELRAY VILLAS

IN 3 SHEETS, SHEET 1 OF 3

ACKNOWLEDGMENT

I, **...**, do hereby acknowledge the execution of the above described instrument by me and the execution of the same by **...** on this **14th** day of **MAY** 1979.

[Signature]
Acknowledge

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ACKNOWLEDGMENT

I, **...**, do hereby acknowledge the execution of the above described instrument by me and the execution of the same by **...** on this **14th** day of **MAY** 1979.

[Signature]
Acknowledge

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[Signature]
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[Signature]
Acknowledge

A PLANNED UNIT DEVELOPMENT
IN VILLADELAY WEST
PLAT NO. 3 OF
DELRAY VILLAS
IN THREE SHEETS
SHEET 2 OF 3

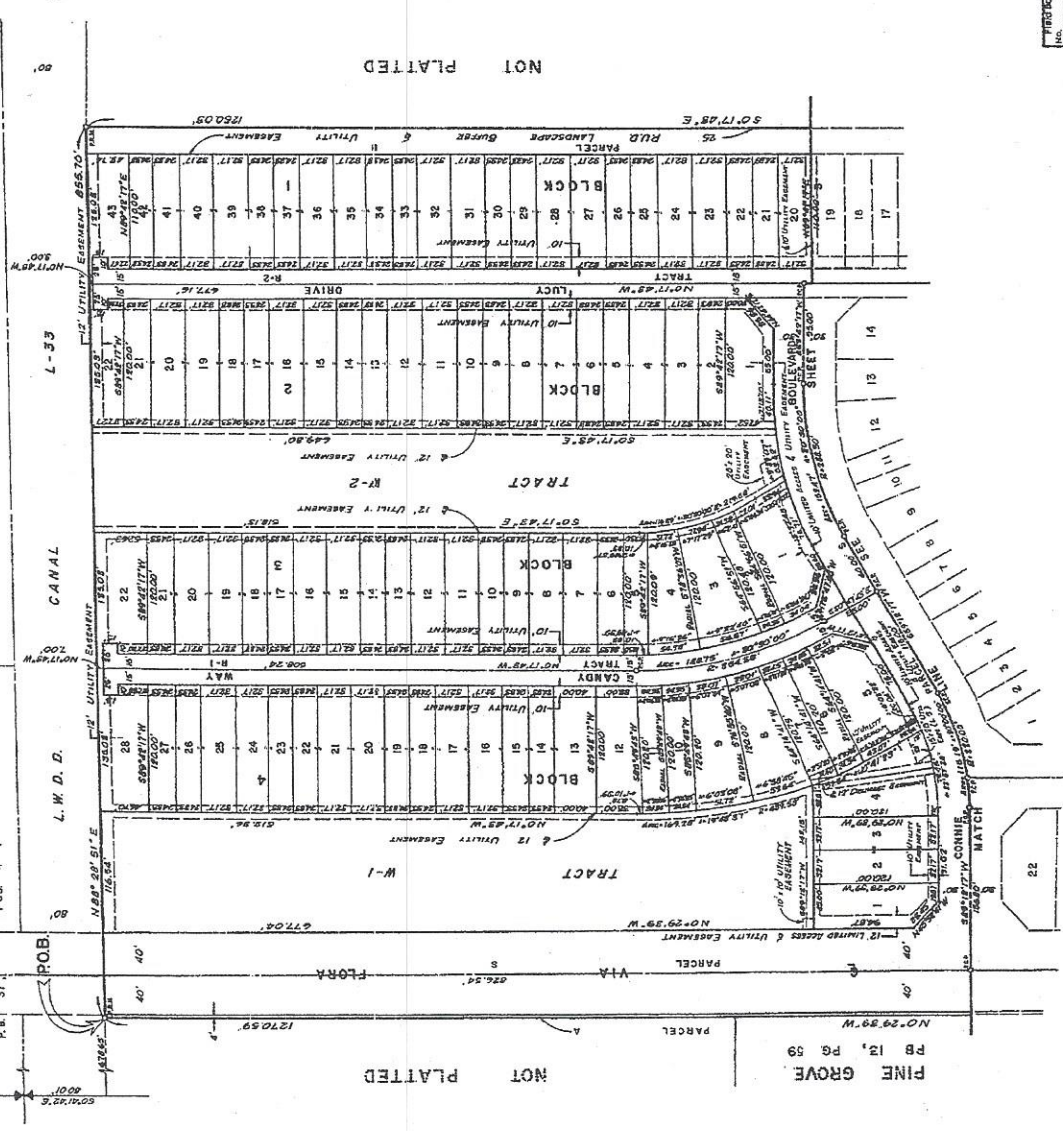
NOT PLATTED

DELRAY VILLAS

PLAT NO. 1

P.B. 37

PAGE 4-7



NOT PLATTED

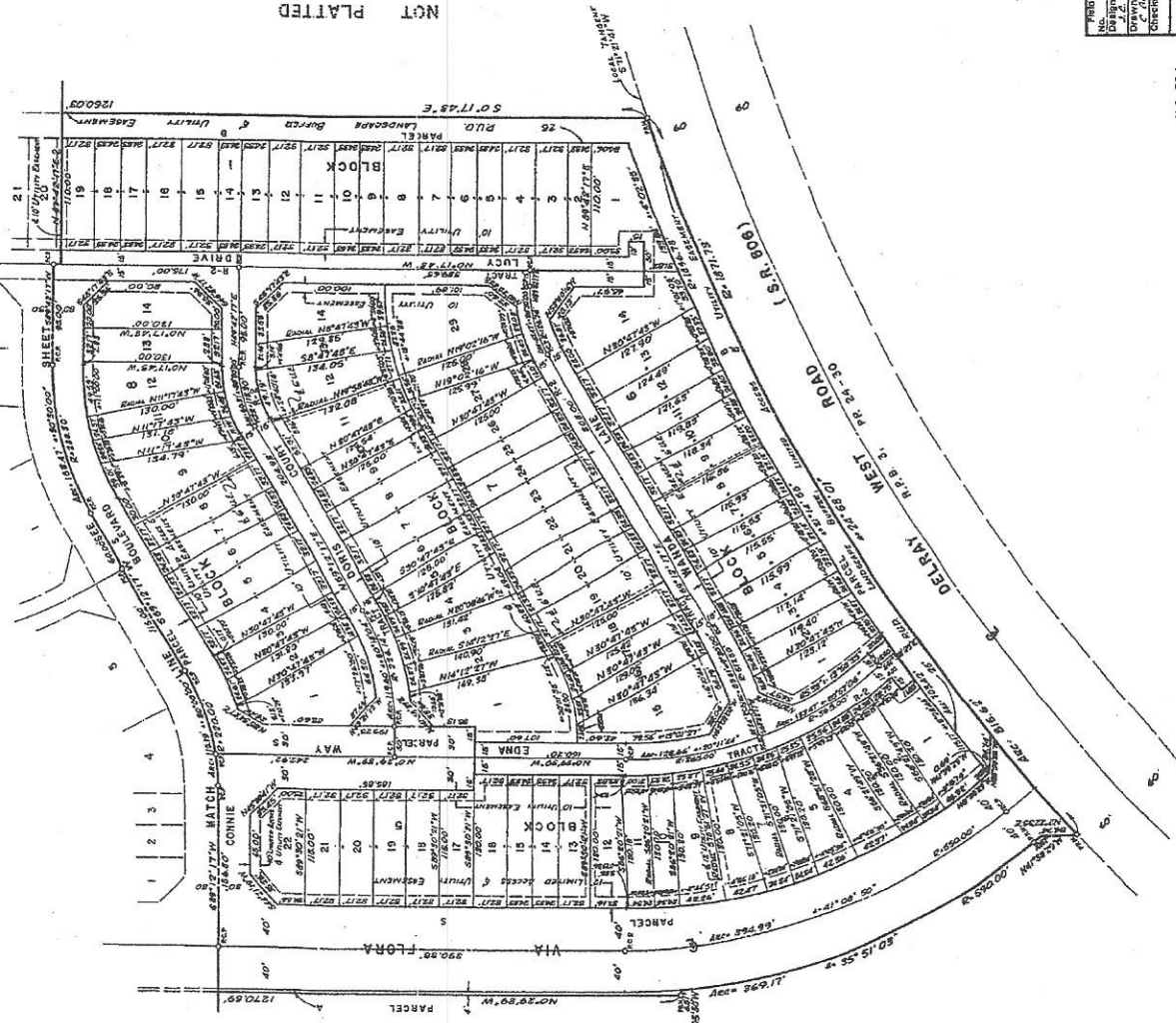
PROJECT BOOK	DATE	BY
PLAT NO. 3	7-10-1948	J. C. YER
DELRAY VILLAS	7-3-1948	J. C. YER
WEST PALM BEACH	JULY, 1948	J. C. YER
FLORIDA		
APPROVED		

PLAT NO. 3
DELRAY VILLAS
IN 3 SHEETS, SHEET 2 OF 3

HC-354

A PLANNED UNIT DEVELOPMENT
 IN VILADELAY WEST
**PLAT NO. 3 OF
 DELRAY VILLAS**
 IN THREE SHEETS
 SHEET 3 OF 3

NOT PLATTED



PINE GROVE
 Pg 13, Pg 59

PRD BOOK No. 79-1046 Date JULY, 1978 DRAWN BY CHECKED BY APPROVED BY	PLAT NO. 3 DELRAY VILLAS IN 3 SHEETS, SHEET 3 OF 3	ROBERT E. OWEN & ASSOCIATES, INC. ENGINEERS - PLANNERS - SURVEYORS WEST PALM BEACH FLORIDA
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HC-354