

**AMENDED AND RESTATED
DECLARATION
ARTICLES OF INCORPORATION
AND
BYLAWS
OF
DELRAY VILLAS PLAT 4-5
HOMEOWNERS ASSOCIATION, INC.**

July 7, 2021

This instrument was prepared by:
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West Palm Beach, Florida 33401

**CERTIFICATE OF RERECORDING THE
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS, AMENDED AND RESTATED ARTICLES OF INCORPORATION
AND AMENDED AND RESTATED BYLAWS FOR
DELRAY VILLAS PLAT NO. 4-5 HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Covenants, Conditions and Restrictions relating to all of Plat No. 4 of Delray Villas** (the "Original Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, at Official Records Book **3446**; Page **766** et. seq.;

WHEREAS, the Original Declaration was amended on August 19, 1981 to annex the real property described in Plat No. 5 of Delray Villas recorded in Plat Book 42, Page 114 of the Public Records of Palm Beach County, Florida and subjected said property to the terms and provisions of said Original Declaration;

WHEREAS, the **Articles of Incorporation of Delray Villas Plat No. 4-5 Homeowners Association, Inc. (the "Association")**, a Florida not-for-profit corporation are attached to the Original Declaration as Exhibit "I" and the **Bylaws** of the Association are attached to the Original Declaration as Exhibit "II";

WHEREAS, the **Amended and Restated Declaration of Restrictions and Protective Covenants for Delray Villas Plat No. 4-5 Homeowners Association, Inc.** (the "Amended and Restated Declaration"), **Amended and Restated Articles of Incorporation** and **Amended and Restated Bylaws of Delray Villas Plat No. 4-5 Homeowners Association, Inc.** have been duly recorded in the Public Records of Palm Beach County, Florida, at Official Records Book **29020**; Page **1059** et. seq.;

WHEREAS, on April 19, 2021, the Association recorded amendments to the Amended and Restated Declaration and Amended and Restated Bylaws which were duly adopted by the membership pursuant to the provisions thereof; and

WHEREAS, the attached Amended and Restated Declaration, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws are being rerecorded to incorporate the April 19, 2021 amendments duly adopted by the membership of the Association pursuant to the provisions thereof for ease of reference.

NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated Declaration, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws are a true and correct copy of the Amended and Restated Declaration, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws to be rerecorded:

(See Attached Amended and Restated Declaration,
Articles of Incorporation and Bylaws)

**DELRAY VILLAS PLAT NO. 4-5
HOMEOWNERS ASSOCIATION, INC.**

Witness No. 1

By: _____
Michael Montemurno, President

(PRINT NAME)

Witness No. 2

Attest: _____
Bernard Rosenberg, Secretary

(PRINT NAME)

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Michael Montemurno and Bernard Rosenberg, as President and Secretary, respectively, of **Delray Villas Plat No. 4-5 Homeowners Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation by means of physical presence or online notarization. They are personally known to me, or have produced _____ as identification and did take an oath.

(Signature)

(Print Name)
Notary Public, State of Florida at Large

AMENDED AND RESTATED DECLARATION

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This document is an unofficial copy of the Amended and Restated Declaration of Restrictions and Protective Covenants of the Association to incorporate subsequent amendments and to provide members a Table of Contents. The official documents can be found at Official Record Book 29020, Page 1059; and Official Record Book 32396, Page 1231 of the Public Records of Palm Beach County, Florida.

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**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
DELRAY VILLAS PLAT 4-5 HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS that on January 15, 1981 the original Declaration of Delray Villas Plat 4-5 Homeowners Association, Inc. was recorded in Official Record Book 3446, at Page 766 *et seq.*, of the Public Records of Palm Beach County, Florida. That Declaration, as it has previously been amended and renewed, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter the "Property") is legally described as:

See Exhibit "A" Attached Hereto and Made a Part Hereof

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a Lot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

1. DEFINITIONS.

The following words and terms used in this Declaration or any of the governing documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "Assessments" means a share of the funds required for the payment of common expenses and individual expenses which from time to time are assessed by the Association against an owner as Regular, Special and Individual Assessments.

1.2 "Articles" and "Bylaws" as used herein, means the Articles of Incorporation and the Bylaws of Delray Villas Plat 4-5 Homeowners Association, Inc., as amended from time to time. A copy of the Amended and Restated Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C" respectively.

1.3 "**Association**" means Delray Villas Plat 4-5 Homeowners Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the Common Areas and amenities.

1.4 "**Board**" means the Board of Directors responsible for the administration of the Association, Inc.

1.4.1 "**Board of Directors Meeting**" shall mean any meeting of the Board of Directors of the Association to address specific community issue.

1.4.2 "**HOA Meeting**" shall mean any meeting of Association members to address both general and special community issues.

1.5 "**Chapter 720**" means Chapter 720, Florida Statutes, as the same may be amended from time to time which is incorporated into this Declaration by reference. It is the intent of this paragraph to incorporate into this Amended and Restated Declaration future amendments to the Homeowners Association Act, which is currently set forth at Chapter 720, Florida Statutes, except to the extent such statutory provisions conflict with this Declaration.

1.6 "**Common Areas**" means all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted or dedicated to the Association for the common use and enjoyment of its members. The Common Areas of the Association include all land described above and subject to this Declaration save and except for the individual Lots. The Common Areas include but are not limited to the storm water management and drainage features, landscape buffer easement, utility easements, and all other areas shown on the on the plats recorded in **Plat Book 40, Pages 27 -- 30 and Plat Book 42, Pages 114 – 117** of the Public Records of Palm Beach County, Florida except the Lots.

1.7 "**Common Expenses**" means the expenses incurred by the Association in the course of performing its duties under the governing documents and the law. Common expenses of the Association include the costs of operating the Association, the costs of owning, administering, maintaining, operating, financing, repairing, and replacing of the Common Areas, other expenses declared by the governing documents to be common expenses, including but not limited to expenses related to current and future Community System Services, and any other valid expenses or debts of the common property as a whole of the Association which are assessed against the Lot owners including the operation, maintenance and replacement of the Streets, Easements and Water Management Tracts.

1.8 "**Common Surplus**" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues over the common expenses.

1.9 "**Committee**" means any committee appointed by the Board of Directors perform those duties as the Board may lawfully delegate in accordance with the Association's Bylaws and applicable law.

1.10 "**Community System Services**" means and refers to any and all television (cable, satellite or otherwise), telecommunications, internet access, alarm monitoring, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures including those based on, containing or serving future technological advances not now known) installed by the Association, or any third party expressly granted the rights by the Association to provide Community Systems within the Property, or pursuant to any grant of easement or authority by the Association and serving the Association Property and/or more than one Lot.

1.11 "**Declaration**" means this Declaration as amended from time to time.

1.12 "**Family**" or "**Single Family**" or words of similar import shall be deemed to include (i) a single person; or (ii) up to two (2) natural persons who are married; or (iii) up to two (2) natural persons who are not related by blood, marriage or adoption; living together in a Home in Delray Villas Plat 4-5 as a single housekeeping unit; as well as his, her or their children, grandchildren, parents, grandparents, mothers-in-law or fathers-in-law, and their spouses or domestic partners, not to exceed four (4) persons total.

1.13 "**Governing Documents**" means and includes this Declaration, the Articles and Bylaws, and all recorded exhibits thereto, as amended from time to time.

1.14 "**Guest**" means any person who is not the owner or a lessee of a home or a member of the owner's or lessee's immediate family, who is physically present in, or occupies a home on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

1.15 "**Home**" or "**Residence**" means a residential villa unit or single-family unit, as the case may be, that has been constructed on a Lot intended for residential use.

1.16 "**Improved Lot**" shall mean a Lot upon which there has been constructed a villa unit or single-family unit for which a valid Certificate of Occupancy has been issued by applicable Governmental authority.

1.17 "**Lease**" means the grant by a residential owner of a temporary right of use of the owner's home with or without valuable consideration.

1.18 "**Lot**" or "**Subdivision Lot**" means the Lots of land located as shown on the Plats of PLAT NO. 4 OF DELRAY VILLAS recorded in **Plat Book 40, page 27-30** and PLAT NO. 5 OF DELRAY VILLAS plats recorded in **Plat Book 42, Pages 114 – 117** of the Public Records of

Palm Beach County, Florida, which are attached hereto as **Exhibit “D”**. That description is hereby incorporated by reference. No additional land is being added by this instrument and no land is being removed by this instrument. All of said land has been subdivided for residential use with fee simple title to each Lot upon which a villa Lot has been constructed having been conveyed to an owner for use as a residential home. No Lot shall include the Common Areas. No Lot may be subdivided or joined together without the consent of the Association. The Lots may be depicted and numbered on sketches or surveys as recorded in the Public Records of Palm Beach County, Florida.

1.19. “Lot Owner” shall mean the holder or holders of the fee title to a Lot as herein defined.

1.20 “Maintenance”, “Repair” and “Replacement.” Maintenance means the upkeep or preservation of the condition of the property. Repair means to mend, remedy, or restore to a sound or good state after decay, injury, dilapidation or partial destruction. Replace means to place again; restore to a former condition after destruction.

1.21 “Members” means and refers to those persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws.

1.22 “Occupy” when used in connection with a Home, means the act of staying overnight from sunset to sunrise in a Home. **“Occupant”** is a person who occupies a Home.

1.22.1 “Overnight parking” means parking of a vehicle continually from sunset to sunrise.

1.23 “Owner” or “Lot Owner” means the record owner of legal title to a Lot. For purposes of the use restrictions set forth in this Declaration, reference to Owner shall also be deemed to refer to lessees, tenants, guests, invites and any other occupant of a Lot or Residence in the Community.

1.24 “Primary Occupant” means the natural person approved for occupancy of a home when title to the Lot is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a home owned in one of the forms listed above, the term "primary occupant" shall be synonymous with the term "owner".

1.25 “Property” or “Community” means all the real property which is subject to this Declaration.

1.26 “Recreation Association” means the Delray Villas Recreation Association, Inc. f/k/a Leisureville – Delray Recreation Association, Inc., a Florida not-for-profit corporation, whose Declaration of Protective Covenants and Restrictions is recorded at Official Record book 3470, Page 36 et., seq. (hereinafter referred to as the “Recreation Declaration”), as the same has been or may be amended from time to time.

1.27 "Streets, Easements and Water Management Tracts" means all real property, including any improvements thereto, owned by the Association for the common use and enjoyment of the Owners. Said Streets, Easements and Water Management Tracts are also referred to as the Common Areas and the term Common Areas shall be deemed to mean the Streets, Easements and Water Management Tracts. The Streets, Easements and Water Management Tracts are described as follows:

Plat No. 4 of Delray Villas

Tracts S-1 through S-7; Tract W and L-1 and L-2, all of Plat No. 4 of Delray Villas according to the plat thereof as recorded in Plat Book 40, page 27-30, Public Records of Palm Beach County, Florida, together with any improvements constructed or to be constructed thereon as provided herein, including but not limited to lakes, open space, private streets, and easements, including utility easements, drainage easements, and access easements.

Tracts W, L-1 and L-2 as shown on Plat No. 4 are reserved consist of dredged lakes to afford open space and improve the aesthetics of the Subdivision and the purposes of water management. Tract R of Plat No. 4 is reserved for the Recreation Association.

Plat No. 5 of Delray Villas

Tracts S-1 through S-9; Tract W, all drainage and utility easements, all of Plat No. 5 of Delray Villas according to the plat thereof as recorded in Plat Book 42, page 114-117, Public Records of Palm Beach County, Florida, together with any improvements constructed or to be constructed thereon as provided herein, including but not limited to lakes, open space private streets, and easements, including utility easements, drainage easements, and access easements.

1.28 "Structure" means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof". The term includes, without limitation swimming pools, fences, flagpoles, antennas, playground equipment, and storage sheds.

1.29 "Voting Interests" means the voting rights distributed to the Association members pursuant to the Bylaws.

2. ASSOCIATION.

2.1 Membership.

(A) Membership in the Association. Every owner of a Lot shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles and Bylaws, and the rules and regulations of the Association, as amended from time to time.

(B) Membership in the Recreation Association. Every owner of a Lot shall also be a member of the Recreation Association. All other Lot Owners have opted in to membership of the Recreation Association in accordance with Article II of the Recreation Declaration. By acceptance of a deed or other instrument evidencing his ownership interest in a Lot, each owner accepts his membership in the Recreation Association, acknowledges the authority of the Recreation Association as stated in the Recreation Declaration, as well as the Recreation Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time, and agrees to abide by and be bound by the provisions of said Declaration, Articles of Incorporation, Bylaws, and the rules and regulations of the Recreation Association, as they may each be amended from time to time. In addition to being subject to the assessments of the Association, as described herein, every owner of a Lot is also subject to the assessments of the Recreation Association. Assessments that are assessed against the Lot Owners by the Recreation Association for the purposes described in the Recreation Association Declaration shall be considered a common expense as defined in the Recreation Association Declaration and collected by Delray Villas Plat 4-5 Homeowners Association, Inc. as a Common Expense as further provided herein. The Recreation Association shall also have the powers of a Master Association as provided in its Declaration, Articles of Incorporation, Bylaws, as each may be amended from time to time.

2.2 Voting Rights. Voting rights are set forth in the Bylaws of the Association. Voting rights in the Recreation Association are set forth in the governing documents of the Recreation Association.

2.3 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached to this Declaration as **Exhibit "B"**.

2.4 Bylaws. A copy of the Amended and Restated Bylaws of the Association is attached to this Declaration as **Exhibit "C"**.

2.5 Delegation of Management. The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing functions which may include but are not limited to the submission of proposals,

collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds made available by the Association for such purposes.

2.6 Acts of the Association. Unless the approval or affirmative vote of the Lot Owners is specifically made necessary by some provision of the law or the governing documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Lot Owners. The officers and Directors of the Association have a fiduciary relationship to the Lot Owners. A Lot Owner does not have the authority to act for or bind the Association by reason of being a Lot Owner.

2.7 Powers and Duties. The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes, and in the governing documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other Ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the Owners.

2.8 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

2.9 Purchase of Lots. The Association has the power to purchase Lots in the Community in connection with the foreclosure of an Association lien for assessments, charges or fines or any other foreclosure of an interest that affects the Association's lien and to hold, lease, mortgage, encumber or convey them with such power to be exercised by the Board of Directors without prior approval of the members.

2.10 Interests in Real Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 2.9 above and 4.6 below, the power to acquire, encumber or convey ownership interests in real property, including recreational facilities, whether or not contiguous with the property, shall be exercised by the Board of Directors only after approval by at least a majority of the voting interests of the Association.

2.11 Disposition of Personal Property. Any personal property owned by the Association, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Lot Owners.

2.12 Roster. The Association shall maintain a current roster of names and mailing addresses of Lot Owners, based upon information supplied by the Lot Owners. Lot Owners are responsible for

notifying the Association of any change in their mailing address. All such notices shall be in writing. A copy of the roster shall be made available to any member upon request.

2.13 Alterations, Improvements, Additions. The Association has the power to make material alterations, improvements and additions to the common areas, including but not limited to, installation of gates, gate houses, speed bumps and other traffic controls, as well any other alterations or additions and the power shall be exercised by the Board of Directors.

3. ASSESSMENTS. The provision of this section shall govern assessments payable by all Owners of Lots, for the common expenses of the Association not directly attributable to one of the Lots.

3.1 Covenant to Pay Assessments. Each Owner of a Lot by the act of becoming an Owner covenants and agrees, and each subsequent Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(A) The Lot Owner's share of annual assessments based on the annual budget adopted by the Board of Directors of the Association;

(B) The Lot Owner's pro rata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments;

(C) Any charges properly levied against individual Lot Owner(s) ("Individual Assessments") without participation from other Owners.

Assessments and charges shall be established and collected as provided herein and elsewhere in the governing documents. The Owner of each Lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 3.10 below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and related charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. For purposes of this paragraph, "related charges" includes interest, administrative late fees, costs, and attorneys' fees that have accrued against the subject Lot as of the date the Owner takes title to the Lot. No Owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the governing documents as to First Mortgagees, no Owner may be excused from the payment of assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Lot Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No Owner can withdraw or receive distribution of his prior

payments to the common surplus or Association reserves, except as otherwise provided herein or by law.

3.2 Purposes of Assessments. The assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Lot Owners and residents; to operate, maintain, repair, finance, improve, construct, and preserve (on a non-profit basis) the Common Areas owned by the Association for the benefit of its members, their guests, tenants and invitees, for Community Systems now or hereafter provided; and to perform all other duties and responsibilities of the Association as provided in the governing documents. Common expenses also include the funds necessary to provide reserve accounts for:

- (A) deferred maintenance, renovation, or major repairs to any of the Common Areas;
- (B) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss;
- (C) the pressure cleaning of sidewalks should the Association elect in the future to do so in its sole discretion; and
- (D) for such other long term deferred maintenance expenses, repairs and replacements as may be necessary for the Association to carry out its duties and responsibilities under this Declaration.

Common Expenses shall not include the cost of water and sewer service to an Improved Lot.

3.3 Share of Assessments, Regular, Special and Individual. The Owners of each Lot shall be liable for a four hundred and ninety-one (1/491th) share of the regular annual and special assessments levied by the Association for common expenses of the Association. All monetary fines assessed against an Owner pursuant to the governing documents, or any expense or charge of the Association attributable to or on behalf of an individual Owner pursuant to the governing documents, shall be an Individual Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided herein.

3.4 Lien. The Association has a lien on each Lot for unpaid past due Association assessments, and charges, together with interest, late payment penalties, costs and reasonable attorney fees incurred by the Association in enforcing this lien. The lien is perfected by recording a Claim of Lien in the public records of the county, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, fines and charges, interests, late fees, costs and attorney fees which are due and which may accrue

or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

3.5 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided in Section 720.3085 of the Florida Statutes, as amended from time to time, for the foreclosure of a lien upon an Improved Lot for unpaid assessments. All unpaid assessments, fines, and charges also constitute a personal obligation of the Owners and the Association may, in addition to any other remedy herein provided, bring an action at law against any Owner liable for unpaid charges, fines, or assessments. If final judgment is obtained, such judgment shall include interest on the assessments as above provided and reasonable attorney fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action. In the event that an Owner defaults on his first mortgage encumbering the Lot, and the Association is named as a party to the first mortgagee's mortgage foreclosure action, the Association shall have the right to retain its legal counsel to answer the mortgage foreclosure action, monitor the lender's progress in diligently prosecuting its foreclosure action, and take other steps as the Association's legal counsel deems advisable to protect the Association's interests in the mortgage foreclosure action. Should the first mortgagee dismiss its foreclosure action prior to a foreclosure sale, the Owner of the Lot that was in foreclosure shall be personally liable to the Association for its attorneys' fees and costs incurred in the first mortgagee's foreclosure action, which shall also be deemed an assessment against the Lot and secured by a lien should the Owner fail to pay said fees and costs upon demand. The Association shall be entitled to foreclose its lien for said attorneys' fees and costs in the same manner as Regular Assessments pursuant to this Declaration and Chapter 720. Likewise, a third-party purchaser at the first mortgagee's foreclosure sale shall be liable to the Association for its attorneys' fees and costs incurred during the first mortgage foreclosure action in addition to past due assessments, if any. This paragraph shall govern whether or not consistent with Section 720.3085, as that section may be amended from time to time. In the event an Owner files for protection under any chapter of the United States Bankruptcy Code, the Association shall have the right to retain legal counsel to appear in the bankruptcy proceeding on the Association's behalf whether or not the Owner has an outstanding obligation to the Association, including delinquent assessments, file a proof of claim, if applicable, monitor the bankruptcy proceeding, seek stay relief, and/or take such other actions as the Association's legal counsel deems advisable to protect the Association's interests relative to the Lot and Owner. The Owner shall be personally liable to the Association for its attorneys' fees and costs incurred in the Owner's bankruptcy proceedings, which shall also be deemed an assessment against the Owner's Lot and secured by a lien should the Owner fail to pay said attorney's fees and costs upon demand. The Association shall be entitled to foreclose its lien for any attorneys' fees and costs incurred pursuant to its rights granted in this paragraph in the same manner as assessments pursuant to this Declaration and Chapter 720.

3.6 Priority of Liens. The Association's lien for unpaid charges, assessments and all other amounts shall be subordinate and inferior to any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded in the Public Records of Palm Beach County, Florida,

before the mortgage, but shall relate back to the date the original Declaration was recorded in the Public Records of Palm Beach County, Florida, and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

3.7 Application of Payments; Failure to Pay; Interest. Assessments, charges and installments thereon paid on or before thirty (30) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the Lot Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Association by or on behalf of a Lot Owner shall be applied first to interest, then, to late fees, then to costs (including but not limited to collection charges imposed by the management company, attorney and court) then to attorney fees, then to fines (if allowed by law), then to other charges, and then to the oldest outstanding unpaid regular, special or individual assessments. No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any tenant occupying the Lot during any period in which assessments for the Lot are due but have not been paid to the Association to pay the rent to the Association as provided in Section 10.10 below

3.8 Acceleration. If any special assessment or installment of a regular assessment as to a Lot becomes more than thirty (30) days past due, and a Claim of Lien is recorded in the Public Records of Palm Beach County, Florida, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address and shall be deemed given upon mailing of the notice, postpaid.

3.9 Removal of Property. After the Association successfully performs a foreclosure on the property, if the homeowner does not remove personal property from the foreclosed premise, such property will be deemed forfeited to the Association and the Association may authorize removal and may sell such forfeited property after ten (10) days written notice by certified mail addressed to the homeowner at the last known address or at such address on record as provided to the Association by the homeowner. Such remedy shall be in addition to all other remedies available to the Association under applicable laws, rules and regulations including the right to compel removal of the property and right to impose any and all fines.

3.10 Certificate as to Assessment, Mortgagee Questionnaires. Within fifteen (15) days after request by a Lot Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter" stating whether all assessments and other monies owed to the Association by the Lot Owner with respect to the Lot have been paid. Any person other than the Lot Owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee to issue an estoppel certificate. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge a fee (in addition to any charge for an estoppel letter), including attorney's fees, if any, to do so, which shall be payable in advance.

3.11 Mortgage Foreclosure. Unless otherwise provided by law, if the mortgagee of a first mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title shall be liable for the share of common expenses or assessments attributable to the Lot, or to the former Owner of the Lot, which came due prior to the mortgagee's acquisition of title as required by Section 720.3085, Florida Statutes. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Owners, including such acquirer and his successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other Court ordered sale shall be obligated to pay all past due assessments due and owing at the time of sale regardless of whether or not the Association has filed a lien. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of his Ownership.

3.12 Community System Services. The Association shall have the right but not the obligation to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, and/or other services (collectively, "Bundled Services") for Lots in the Community. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Service Agreements entered into by the Association for Bundled Services will be assessed against all Lot Owners. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (i.e., a service not automatically received by all Owners entitled to receive Bundled Services pursuant to a Bundled Service Agreement, with each such service shall be referred to as an "Optional Service"). Owners will be responsible for any Optional Services selected by the Owner, and the charges therefor shall be billed directly to the Owner. Additionally, Owners may be responsible for the hook-up costs, and the costs of any converter boxes and remote control units provided to an Owner unless otherwise provided in the Bundle Services Agreement. Further, Owners will be responsible for and agree to indemnify and hold the Association harmless from any damages caused by Owner, its tenants, guests and invitees to equipment provided to Owner by a Bundled Service provider. Notwithstanding anything contained to the contrary in this Declaration, the costs and expenses charged to the Association under any Bundled Service Agreement shall be apportioned equally to all Lots in the Community, except all Optional Services are specifically excluded and each Owner shall be responsible for paying the costs of all such Optional Services. An Owner's non-use of any Bundled Service shall not entitle the Owner to

avoid the obligation for the portion of the assessment attributable to that Owner's Lot under the Bundled Service Agreement. The Association shall have an easement to access each Lot in the Community to install and maintain necessary equipment and wiring associated with Bundled Services. Such easement shall also be in favor of the Bundled Service provider. In the event an Owner or an Owner's representative, tenant, guest or invitee, interferes with the installation or maintenance of the wiring and equipment necessary to provide the Bundled Service the Association contracts for under a Bundled Service Agreement, the Owner of the Lot where the interference is caused shall indemnify the Association for all additional expenses caused by the interference, including attorneys' fees and costs, which shall be a personal liability of the Owner and a special assessment against the Lot, which shall be collectable in the same manner as other unpaid assessments levied by the Association as provided in this Declaration.

3.13 Working Capital Contribution. In all future conveyances of an in interest in a Lot, the purchaser/new Lot Owner(s) shall pay to the Association a one-time, non-refundable capital contribution equal to 6 months or 2 quarters of assessments based upon the budget then in effect. The capital contribution shall be due and payable to the Association at the closing of a conveyance on a Lot or upon the signing and recording of any type of deed transferring an interest in a Lot. The capital contribution shall be deemed to be a special assessment against a Lot, collectable in the same manner as any other assessment in accordance with this Declaration and Chapter 720. The Association shall maintain a record of the total amount of capital contributions collected during each of its fiscal years. The Board of Directors shall use the capital contribution to offset the operating expenses of the Association. This amendment shall not apply to: the Association; an Owner of a first mortgage recorded prior to December 30, 2013 (the date this provision was first approved by the Members of the Association) that takes title to a Lot via foreclosure sale or deed in lieu of foreclosure; a transfer of a Lot by inheritance by a blood relative; or to transfers made by a Lot Owner to a trust for estate planning purposes so long as that Lot Owner remains in continuous possession of the Lot. Upon a change of possession of the Lot, the Working Capital Contribution shall be due and payable by the Trust. All other transferees shall be subject to this paragraph, including, but not limited to, third party purchasers at foreclosure sales. Such third party purchasers shall be responsible to pay the capital contribution to the Association within 30 days of issuance of a Certificate of Title to an Improved Lot.

3.14 Abandoned Property. The Association, at the sole discretion of the Board, may enter an abandoned unit to inspect the unit and adjoining common elements; make repairs to the unit or to the common elements serving the unit, as needed; repair the Residence if mold or deterioration is present; turn on the utilities for the unit; or otherwise maintain, preserve, or protect the unit and adjoining common elements. For purposes of this paragraph, a unit is presumed to be abandoned if: (a) the unit is the subject of a foreclosure action and no tenant appears to have resided in the unit for at least 4 continuous weeks without prior written notice to the association; or (b) no tenant appears to have resided in the unit for 2 consecutive months without prior written notice to the association, and the association is unable to contact the Owner or determine the whereabouts of the Owner after reasonable inquiry. Except in the case of an emergency, the Association may not enter an abandoned Lot until 2 days after notice of the Association's intent to enter the Lot has

been mailed or hand-delivered to the Owner at the address of the Owner as reflected in the records of the Association, even if the Owner is deceased. The notice may be given by electronic transmission to Lot Owners who previously consented to receive notice by electronic transmission. Any expense incurred by the Association pursuant to this paragraph is chargeable to the Lot Owner and enforceable as an assessment pursuant to Chapter 720, and the Association may use its lien authority provided in this Declaration and Chapter 720 to enforce collection of the expense. The Association may petition a court of competent jurisdiction to appoint a receiver to lease out an abandoned Lot for the benefit of the Association to offset against the rental income the association's costs and expenses of maintaining, preserving, and protecting the Lot and the Property, including the costs of the receivership and all unpaid assessments, interest, administrative late fees, costs, and reasonable attorney fees.

3.15 Bankruptcy. In the event an Owner files for protection under any chapter of the United States Bankruptcy Code, the Association shall have the right to retain legal counsel to appear in the bankruptcy proceeding on the Association's behalf whether or not the Owner has an outstanding obligation to the Association, including delinquent assessments, file a proof of claim, if applicable, monitor the bankruptcy proceeding, seek stay relief, and/or take such other actions as the Association deems advisable to protect the Association's interests relative to the Lot and Owner. The Owner shall be personally liable to the Association for its attorneys' fees and costs incurred in the Owner's bankruptcy proceedings, which shall also be deemed an Individual Assessment against the Owner's Lot and secured by a lien should the Owner fail to pay said attorneys' fees and costs upon demand. The Association shall be entitled to foreclose its lien securing the Individual Assessment for any attorneys' fees and costs incurred pursuant to its rights granted in this paragraph in the same manner as assessments pursuant to this Declaration and Chapter 720.

3.16 Assignment of Rents. The Association is hereby granted a lien against any rents derived from the Lot which will have the same priority as the Association's lien for unpaid assessments against the Lot. Except to the extent limited by Chapter 720, Florida Statutes, as the same may be amended from time to time, the lien on any rentals derived from the Lot shall be enforceable by the delivery of written notice to the Owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made until and unless the Owner is delinquent in the payment of any Assessment or other charge due and payable to the Association by the Owner under this Declaration.

4. COMMON AREAS AND EASEMENTS.

4.1 Common Areas. Portions of Delray Villas Plat 4-5 Homeowners Association, Inc. are designated as Streets, Utility Easements and Water Management Tracts, as shown on Plat No. 4 and Plat No. 5 of Delray Villas (collectively the "Plats"), which are attached hereto as **Exhibit "D"**. These Streets, Easements and Water Management Tracts shall also be referred to in this Declaration as "Common Area", and which shall be used and conveyed solely in accordance with the covenants set forth in this Declaration. There shall automatically pass with title to each Lot,

as an appurtenance thereto, the rights of use and enjoyment of the Common Areas, and the right, duties and obligations as a member of the Association, as are set forth in this Declaration.

4.2 Appurtenant Easements. Subject to the restrictions found elsewhere in this Section 4, the Owner of each Lot, their guests, lessees and invitees, shall have as an appurtenance to their Lot a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, for the use and enjoyment of said Common Areas, such use and enjoyment to be shared in common with the other Owners of Lots, their guests, lessees and invitees, subject to the provisions of this Declaration.

4.3 Utility Easements. A perpetual easement shall exist upon, over, under and across Delray Villas Plat 4-5 Homeowners Association, Inc. for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, valves, gates, pipelines, cable television and all machinery and apparatus appurtenant thereto as may be necessary for the installation and maintenance of utilities servicing all Owners of Lots and servicing the Common Areas, all such easements to be of a size, width and location so as to minimize and not unreasonably interfere with the use of any improvements which are now, or will be, located upon said property. The Association, through its Board of Directors, has the authority to grant such additional easements, and to modify, move or vacate such existing easements as may be necessary to efficiently and effectively provide utility and other services to the Lots and Common Areas. The foregoing is subject to any limitations or restrictions set forth on the Plats.

4.4 Drainage Easements. The Water Management Tracts, shown as Tracts L-1 and L-2 on Plat No. 4 and Tract W as shown on Plat No. 5 of Delray Villas, have been dedicated to the Association for water management, including drainage, throughout the Community. Said Water Management Tracts are the perpetual maintenance obligation of the Association, and the Association is hereby authorized to take such actions as the Board of Directors deem necessary to preserve the Water Management Tracts so that they efficiently and effectively perform the purpose for which they were constructed.

4.5 Subordination. Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines in the Common Areas.

4.6 Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(A) the right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Areas and providing the services herein, and, to aid thereof, to mortgage said properties;

(B) the right of the Association to impose rules and regulations governing the use of the Common Areas and Association property as further provided in the Bylaws; and

(C) the right of the Association to a non-exclusive easement over, across and through each Lot as necessary to meet the Association's maintenance responsibilities.

4.7 No Structures. To the extent any of the foregoing easements are described on the Plats No. 4 and No. 5 of Delray Villas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or the direction or flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements, except with the consent of the Architectural Control Committee subject to any terms and conditions imposed by the Board of Directors.

4.8 Easements for Encroachments. Any Owner of a Lot in the properties which Lot contains a structure which encroaches upon another Lot or, the Common Areas shall have a valid easement for the encroachment and maintenance of same, as long as it stands and exists.

4.9 Association's Powers. Notwithstanding anything to the contrary contained herein, the Association has the power, without the joinder of any Owner, to grant, modify or relocate easements in any portion of the common area or association property, as the Board shall deem necessary or desirable for the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots.

5. MAINTENANCE.

5.1 Association Maintenance. The Association shall, in addition to other maintenance obligations contained elsewhere herein, have the maintenance, repair and replacement responsibility for all Common Area property located within the Property including the landscaping, and electrical fixtures serving the Common Areas. The Association shall also be responsible for the maintenance, repair and replacement of the following:

(A) **Lawn Maintenance and Spraying.** The Association shall maintain, care for and replace all lawns within the Subdivision. Accordingly, there is hereby reserved in favor of the Association the right to enter over, through and upon all of the Subdivision for the purpose of maintaining and caring for and replacing the lawns located thereon, the cost of which is hereby declared to be a Common Expense of the Association. Each Owner of an Improved Lot in the Subdivision is hereby made liable to the Association for an equal prorate share, as hereinafter set forth, of such Common Expense. For purposes of this paragraph "maintaining and caring" for the lawns within the Subdivision shall mean and include, but not be limited to, mowing, trimming, pruning, edging, fertilizing, spraying and replacing the lawns. In exercising its discretion, the Board of Directors should be guided

by the principal that all lawns should be maintained free from unsightly bald spots and dead grass, and uniform in texture and appearance with surrounding lawns in the Subdivision. In its discretion, the Board of Directors, or if delegated by the Board, the Architectural Review Board, may approve a Lot Owner's request to install on the Owner's Lot trees, hedges, vines or other landscaping (collectively "landscape material") in accordance with the procedures, requirements and other restrictions set forth herein and, if applicable, Architectural Guideline. If so approved, the Board may specially assess such Owner for the maintenance, care and replacement of such installed landscape material, which shall be collectable in the same manner provided herein for assessments for the Common Areas, including being secured by a lien as provided herein and in Chapter 720.

(B) Sidewalk. The Association may, in the sole discretion of the Board of Directors pressure clean the sidewalks in the Subdivision. The Board shall determine the need for such cleaning from time to time. All costs reasonably related to any of the foregoing incurred by the Association shall be deemed a Common Expense.

(C) Sprinkler System. The Association shall operate, maintain, repair and alter a fresh water sprinkler system constructed over, through and under all of the Lots in the Subdivision. Accordingly, there is hereby reserved in favor of the Association the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and under all of said Lots, the cost of which is hereby declared to be a Common Expense of the Association. The Owners of Improved Lots in the Subdivision shall be liable to the Association for a pro-rata share, as hereinafter set forth, of such Common Expense and pay for the water distributed by system on their respective Lots. In order to maintain uniformity in the maintenance and care of the grass, the Board shall have the right to determine the time and frequency that watering shall be performed.

(D) Streets, Easements and Water Management Tracts. The Owner of each Lot in the Subdivision is hereby made liable to the Association for an equal pro-rata share of the actual cost (including taxes, utilities and insurance) of the operation, maintenance and repair of the streets, easements, including utility, drainage, and access easements and water management tracts in the Subdivision, the same being part of the Common Expenses of the Association.

5.2 Lot Owner Maintenance. Each Lot Owner, in addition to other obligations contained elsewhere herein, shall keep his or her Residence and Lot in good, safe, clean, neat, and attractive condition. Accordingly, each Lot Owner shall have the maintenance, repair and replacement responsibility of the following:

(A) The home, structure and all structural components (including "Party Walls" as more specifically provided in Section 5.3), including, without limitation, walls, paint on walls, courtyard walks, entry doors, garage doors, any roof components (including downspouts and skylights), windows, sliding glass doors, screens, screen doors and their hardware,

frameworks, and locks serving the home. The roofs and exterior of the structure shall be cleaned on a regular basis to remove and discourage mold growth.

(B) The complete interior of the home including all interior walls, floors, ceilings, partitions, cabinets, plumbing and all other interior components.

(C) Interior and exterior electrical lines and hookups, all air conditioning components, appliances, TV cables and connections, telephone and other similar lines and connections and sewer pipes and septic systems serving the individual Lot.

(D) All portions of the Lot (excluding the lawn), including, but not limited to, storm drains, drain courses, and other portions of same located on the individual Lots, and all potable and non-potable water lines from the shut-off valve and serving the individual Lots.

(E) Any modifications, alteration, installation or addition to the Lot or Common Areas made by the Lot Owner or his predecessors in title with Board or ACC approval including but not limited to, any decks or concrete pads. The Lot Owner shall be responsible for insurance, maintenance, repair and replacement of such modifications, installations or additions and the cost of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the properties for which the Association is responsible.

(F) Unimproved Lots shall be kept in a neat and well-maintained condition at all times, free from debris and rubbish and regularly mowed.

5.3 **Party Walls.** The rights and duties of Lot Owners with respect to party walls shall be governed by the following:

(A) Each wall which is constructed as a part of the original construction and any part of which is placed on the dividing line between separate units, or otherwise divides portions of separate villas, one from the other, shall constitute a party wall, and with respect to such wall, each of the adjoining Lot Owners shall assume the burdens, and be subject to an easement for that portion of a party wall within his unit, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

(B) If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, sharing in the costs to build/repair the party wall on an equal basis.

(C) If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

(D) In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his Residence in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining Owner.

(E) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

(F) In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute and the decision of such Board of Directors shall be final and conclusive upon the parties.

5.4 Enforcement of Maintenance. If the Owner of a Lot fails to maintain his Lot as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot and remedying the violation, with or without consent of the Lot Owner but only after twenty (20) days written notice of intent to do so. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Properties as determined by the Board of Directors. Any expenses so incurred by the Association shall be billed directly to the Owner of the Lot to which such services are provided, and shall be an individual assessment charged against the Lot, secured by a lien against the Lot as provided in Section 3 above and collected from the Lot Owner in the manner provided in Section 3 and Chapter 720.

5.5 Negligence; Damage Caused by Condition in Lot. Each Lot Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Lots, or personal property made necessary by his act or negligence or by that of any member of his family or his guests, employees, agents, or lessees. Any expenses incurred by the Association for such acts or negligence shall be billed directly to the Owner of the Lot to which such expenses are incurred, which shall be an individual assessment charged against the Lot, secured by a lien against the Lot as provided in Section 3 above, and collected from the Lot Owner in the manner provided in Section 3 and Chapter 720.

6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.

6.1 Residential Property: The portions of the Property not now or hereafter included within the Common Areas are reserved for residential use in accordance with all applicable zoning codes and ordinances.

(a) Elevations: No changes shall be made to the height of a Residence nor any additions added nor shall any change be made in the materials or colors of the exteriors of any Residence without the prior written consent from the Association.

(b) Appearance of Lots: All portions of Lots not occupied by a Residence, driveway or sidewalk shall be fully sodded with grass or other suitable ground cover, as determined by the Association in accordance with guidelines adopted and amended by the Board from time to time. No plantings, fences or other improvements shall be permitted without the prior written consent of the Association, as further set forth below. Consent shall not be given for any improvements which shall interfere with any easement rights set forth herein or in the Plat of the Property, unless the Board determines that the interference is inconsequential to the party or parties impacted.

(c) Drainage and Care for Lot: Except as may be stated elsewhere herein, each Owner shall be responsible for and shall maintain all landscaping, driveways and Residences upon their Lot in good condition and repair and in a neat and attractive manner. No sod, topsoil, trees or shrubbery shall be removed from the Lots without written approval of the Association, as further set forth below. No change in the conditions of the soil or the level of the Lots or Common Areas shall be made which results in any permanent change detrimental to the flow and drainage of surface water.

(d) Setback Restrictions: No Residence or any part thereof may project beyond setback lines, as determined by applicable zoning regulations.

(e) Subdivision and Petition: The Property shall not be subdivided further than as provided in this Declaration or as set forth in a revised Site Plan recorded in the Public Records by the Developer and no Owner shall have the right to make application or petition any Court for partition of his interests or the interest of any other Owner or Owners.

(f) Repainting of Exterior: The color of the exterior of all Residences shall not be changed unless approved by the Association, and in accordance with the procedures set forth below.

6.2 Improvements Requiring Approval. No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure or Lot shall occur unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by, the Architectural Control Committee (hereinafter

“ACC”). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. The ACC shall have thirty (30) days after delivery of all required information, plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the ACC the plan shall be deemed denied. All approved modifications or improvements shall be completed within one hundred eighty (180) days from the date of approval. All changes, alterations or modifications to an approved plan must also be approved pursuant according to these same requirements. The ACC shall be entitled to require that all improvements that require a permit from the local governmental authority be performed by a licensed contractor whose license qualifies the contractor to perform the any of the proposed repair, modification, alteration, addition, or replacement of any of the components or improvements on or to the Lot. The Association may require all such contractors to provide evidence of liability, automobile, property damage, and worker’s compensation insurance and such other insurance as the Association deems advisable in its sound business judgment, together with specifying minimum limits of insurance before such contractors may be permitted to perform any repair, alteration, modification, or replacement of the components or improvements of a Lot or Residence.

6.3 The ACC. The architectural review and control functions of the Association shall be administered and performed by the ACC, which shall consist of at least three (3) persons, who shall be members of the Association. All members of the ACC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. The Board of Directors can appoint all or some of the Directors to the ACC. A majority of the ACC shall constitute a quorum to transact business at any meeting of the ACC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. Any vacancy occurring on the ACC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. The members of the ACC shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board of Directors incurred by them in the performance of their duties hereunder. The ACC shall, with the prior approval of the Board of Directors, have the power to engage the services of professionals for compensation for purposes of aiding the ACC in carrying out its functions. Notwithstanding anything to the contrary contained herein or elsewhere all decisions of the ACC are subject to review by the Board of Directors and the Board of Directors has the authority to overrule, void or otherwise modify in all respects any decision of the ACC within thirty (30) days from the date of the ACC decision.

6.4 Powers and Duties. The ACC shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Association the creation or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly

called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association. However, receipt of notice of a Board of Directors Meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the ACC of one (1) complete set of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any structure, or Lot including without limitation, any building, fence, well, enclosure, sewer, drain, disposal system, decorative building or landscape devise, object or other improvement, the construction or placement of which is proposed upon the Properties. The ACC may also require submission of samples of building materials proposed for use on or as part of any Lot, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(C) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Properties, and which is visible from the outside of any Home. Evidence of approval by the ACC may be made by a certificate, in recordable form, executed by the Chairman of the ACC. Any party aggrieved by a decision of the ACC or Board of Directors shall have the right to make written request to the Board of Directors of the Association within thirty (30) days of the decision, for a re-review thereof. The determination of the Board upon re-reviewing any such decision shall in all events be dispositive.

(D) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the ACC that the improvement or work is not in compliance with the approved plans and specifications then upon written demand from the ACC the work shall be suspended until such time as the ACC authorizes the work to be recommenced.

(E) Notwithstanding anything to the contrary contained herein if an Owner is delinquent in the payment of assessments, fines or other charges or has failed to correct a violation of these covenants or the rules of the Association for which they have been given notice the approval of the ACC may be denied or withheld pending payment of the assessments, fines or other charges or correction of the violation.

6.5 Variances. The ACC may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural

obstructions, hardship, aesthetic or environmental which must be signed by at least two (2) members of the ACC. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. The Board of Directors may overrule and void any variance granted by the ACC if such action is taken within twenty (20) days from the date the variance is granted.

6.6 Non-Liability of ACC Members. Neither the ACC nor any member thereof, now its duly authorized ACC representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ACC's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Development. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement or buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

7. "55 OR OVER HOUSING EXEMPTION."

7.1 Age Restriction. It is hereby declared to be the intent of Delray Villas Plat No. 4-5 Homeowners Association, Inc., and its members that (sometimes referred to as "Delray Villas Plat No. 4-5") it has been and shall continue to be operated and maintained as, housing for older persons as provided and allowed by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 (hereinafter referred to as the "Act") and the Federal Rules and Regulations as promulgated by the Department of Housing and Urban Development. It is more specifically the desire and intention of the Association to meet the exemption for housing for older persons as is provided for in 24 CFR Part 100, Section 100.304 also known as the "55 or Over Housing Exemption." The Act and Federal Rules and Regulations, as amended from time to time are hereby incorporated by reference into this document.

No Owners of any Lot within Delray Villas Plat 4-5 shall occupy or permit or suffer, through action or inaction, the permanent occupancy of any Lot except by at least one person who is fifty-five (55) years of age or older (hereinafter an "Older Person"), and such other persons who are at least eighteen (18) years of age or older. Any occupancy in violation hereof shall be without right, and shall be terminable without notice in an action brought by the Association against the Owner

and/or occupants of such Lot. The Owner of any such Lot shall be responsible for the payment of the entire legal fees and costs of the Association, in any action, including pre-litigation activity, related to seeking and obtaining compliance herewith.

Notwithstanding these provisions, the following person may occupy a Residence during any period of time in which more than 80% of the occupied Residences are occupied by one or more persons 55 years of age or older: (i) an Owner of a Lot who becomes an Owner by inheritance or devise; (ii) when the Owner of a Residence dies and the Owner's surviving spouse is under age 55 and becomes the sole occupant; said Owners may occupy their Residences even though they are under the age of 55; provided however that this provision does not allow for occupancy of persons under age 18 as specified in this section. In addition, the Association in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five to permanently reside in the community even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exception shall not be permitted in situations where the granting of a hardship exception will result in violating applicable standards required by the Act to be maintained in order to qualify as housing for older persons.

7.2 Policies and Procedures. The Board of Directors shall implement procedures and policies in order to provide for the operation and management of the Association consistent with this restriction and in compliance with applicable Federal law for housing for older persons. It shall be the responsibility of all Owners to cooperate with and comply with such procedures and policies. It is the intention of Association that this restriction shall be enforced and interpreted in strict compliance with the applicable requirements of Federal and State law. Such policies and procedures may include, but not be limited to, the Association requiring every occupant of a Residence to provide reliable documentation verifying the occupant's age. The Association shall prepare and make available to all Owners and occupants a form ("Age Verification Form") for use in verifying an occupant's age. It shall be the responsibility of Lot Owners to provide prospective purchasers, lessees, or occupants with an Age Verification Form to be completed and returned to the Association prior to the sale or lease of a Lot.

7.3 Children Under 18. Children who are visitors of Owners or lessees shall be the direct responsibility of those Owners or lessees, including full supervision of them while within the Subdivision, which shall include full compliance with the Governing Documents of the Association. All children under the age of 14 years of age must be accompanied by an adult when entering or utilizing the Common Area facilities.

8. USE RESTRICTIONS. The following rules and standards apply to Delray Villas Plat 4-5 Homeowners Association, Inc. and shall be enforced by the Association pursuant to Section 13 hereof.

8.1 Home. Each Home shall be occupied by only one family at any time. Each Home shall be used as a Home and for no other purpose. However, "no impact" or "low impact" Home based business in and from a Home is allowed. Such uses are expressly declared customarily incident to

residential use. Examples of businesses which are prohibited and are considered “impact” businesses are businesses or commercial activity or ventures that create customer traffic to and from the Home, create noise audible from outside the Home, or generate fumes or odors noticeable outside the Home, including but not limited to, a Home day care, beauty salon/barber, and animal breeding. Signs and other advertising material visible from the street are prohibited. This provision is intended to be and shall be retroactive to and effective from the date of recording of the original Declaration, however any persons in violation of this amended provision on the date it is recorded in the Public Record shall be given a grace period of up to ninety (90) days to comply before enforcement action shall be commenced. In order to avoid undue hardship the Board of Directors may, in its sole discretion, extend the grace period once for up to an additional ninety (90) days.

8.2 Minors; Operation of Motor Vehicles on Common Area. All persons under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents. Any person that does not have a valid, current driver’s license is prohibited from operating any motor vehicle, including but not limited to golf carts, on the Common Area unless said person is under the direct supervision of another person that has a valid, current driver’s license.

8.3 Pets. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to fine an Owner or tenant and/or order and enforce the removal of any pet that becomes a source of annoyance or a danger to the health, safety and welfare to other residents. Pets, when outside the Owner’s property, must be carried under the pet owner's arm or, in the case of a dog, leashed at all times. No reptiles, monkeys, rodents, amphibians, poultry, swine, rabbits, ferrets or livestock may be kept on the properties. All animals kept in the Home must be for personal family enjoyment as pets, no commercial breeding or boarding of animals of any type is allowed. No more than one (1) pet shall be permitted to be kept on an Improved Lot; provided that dog varieties which when fully matured, normally weigh in excess of 20 pounds are prohibited. If a pet is allowed to roam free in violation of this restriction, or, in the sole discretion of the Board, makes objectionable noise, endangers the health or safety of, or constitutes a nuisance or inconvenience to the occupants of other Lots, then said pet shall be removed within ten (10) days of a request from the Board to do so. The Board’s determination to revoke or terminate an Owner’s or tenant’s privilege to keep a domestic for nuisance or endangerment shall be final. If the pet Owner fails to honor such request, the Board may through legal processes remove the pet. The person walking a dog shall clean up after it. Pets shall be registered, licensed, and inoculated as required by law. Failure to abide by the terms and condition of this paragraph may result in fines levied against the Lot Owner in addition to the other remedies discussed above. The Association shall be entitled to recover all legal fees and costs incurred to enforce this Section from the Owner of the Home, as well as the Tenant, if applicable, with such liability being joint and several, regardless of whether a lawsuit is filed, and said legal fees and costs shall be deemed an Individual Assessment against the Owner’s Lot collectable in the same manner as regular Assessments under this Declaration.

8.3.1 Restricted Breeds. Under no circumstances shall any Pit Bull (as hereinafter defined), Perro de Presa Canario (also referred to as canary dog), Caucasian Shepherd, Rottweiler, Fila Brasileiro, Alaskan Malamute, Wolfdog or Wolf Hybrid, Bullmastiff, Siberian Husky, Doberman Pinscher, German Shepherd, Chow Chow, Great Dane, Dogo Argentino, or other “Dangerous Dog” (has hereinafter defined) be permitted as a pet in the Community. As used in this paragraph, “Pit Bull” is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one or more of the foregoing breeds. Further, for purposes of those breeds of dogs listed other than Pit Bulls, such breed shall include any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or the United Kennel Club. For purposes of this paragraph, a “Dangerous Dog” is defined as a dog which meets any one of the following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Property, or (c) has, when unprovoked, has chased, or approached any person upon the streets, roads, drives, avenues, roadways and/or sidewalks, or any portion of the Property, in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a “Dangerous Dog” if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof) was tormenting, abusing, or assaulting the dog or its Owner or a family member or other person legally on the Property; provided further that no dog may be a “Dangerous Dog” if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault. Each person who determines to keep a pet within the Community acknowledges and agrees to indemnify the Association and the remaining Owners, tenants, and their respective invitees and guests, and others legally on the Property, and to hold each such person harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such person having any animal on the Property. Any owner which owns a dog that was permitted under the Original Declaration, but is now prohibited by this amendment is “grandfathered-in and shall be permitted to keep that dog on the Property until that dog is deceased, at which point the pet owner must fully comply with the terms of this paragraph. Any pet owner of a dog that is grandfathered-in must still all times fully comply with all other requirements of the Governing Documents, including rules and regulations, as amended, as well as all applicable local ordinances, which are incorporated to this paragraph by reference. Additionally, every resident that owns a dog that is now prohibited but grandfathered-in, must submit to the Association with their pet registration form a certificate evidencing Canine Owners Liability Insurance of \$10,000.00 for bodily injury per occurrence and per aggregate, and property damage limits of \$1,000.00 per occurrence and \$2,000.00 per aggregate. Owners must submit their pet registration form and, if applicable, evidence of Canine Owners Liability Insurance within thirty (30) days of the effective date of this amendment to the Initial Use Restrictions. The Board of Directors may implement such additional rules and regulations it deems reasonable and appropriate to further implement the restrictions set forth in this paragraph, including a DNA testing policy.

8.4 Drones. The laws regulating “Unmanned Aircraft Systems” (more commonly referred to as “Drones”) is still evolving. The flying of Drones over the Property presents certain hazards and

safety concerns to the Community. Accordingly, the Board of Directors is hereby granted the authority to adopt such reasonable rules and regulations concerning the operation of Drones in the Community, whether by residents or non-residents, as the case may be. Such rules and regulations shall be enforceable in accordance with this Declaration and applicable law.

8.5 Nuisances. No Owner shall use his Home, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Home, or which would not be consistent with the maintenance of the highest standards for a first class residential Community nor permit the premises to be used in a disorderly or unlawful way. The use of each Home shall be consistent with all applicable existing laws, the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the Community. No unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all applicable governmental authorities shall be complied with at all times by all Owners, occupants, tenants, guests and invitees. The Board of Directors' reasonable determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

8.6 Signs. No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed or affixed to the exterior of a Residence or elsewhere upon a Lot excepting one (1) sign of not more than one (1) square foot stating the name of the Owner. No "For Sale" "Open House", or similar signs or notices of any kind may be displayed or placed upon any part of a Residence or Lot by Owners, except that one sign may be placed in the window of the Residence. Signage may be placed outside of the Community on the east side of El Claire Ranch Road. No person may post or display a sign on Common Area without the express consent of the Association, which may be withheld in the sole and absolute discretion of the Board. The Board of Directors may adopt such other rules and regulations as it deems reasonable and appropriate with respect to signage in the Subdivision, including as to size, shape, content, and location thereof.

8.7 Garages. No garage shall be enclosed or converted to other use without the express written approval of the ACC, and only after compliance with Section 6 of this Declaration.

8.8 Lot Structures. Other than one single family Home, and related garage, no structure, trailer, house trailer, tent, shack, shed, barn or other outbuilding shall be used or placed on any Lot or the Common Areas at any time either temporarily or permanently without the approval of the ACC. All roofs shall be covered by architectural grade shingles. Any proposed roof replacement, in whole or in part, shall first be approved by the ACC. The color of the shingles shall be as determined by the ACC

8.9 Setback Restrictions. No residence or any part thereof may project beyond set back lines, as determined by applicable zoning regulations.

8.10 Subdivision and Petition. The property shall not be subdivided further than as provided in this Declaration or as set forth in a revised Site Plan recorded by the Developer and no Owner shall have the right to make application or petition any Court for partition of his interests or the interests of any other Owner or Owners.

8.11 Motor Vehicles and Boats. There shall be no more than four (4) motor vehicles per Home, effective upon the effective date of this Amendment to the Declaration. In the event any Home shall have, prior to the effective date of this Amendment, more than four (4) motor vehicles, such extra vehicles shall be permitted. However, once an “extra” vehicle is transferred or disposed of, it may not be replaced if doing so would mean that the Home in question has more than four (4) motor vehicles. No maintenance or mechanical repairs of vehicles or boats is permitted on the properties outside of garages except in an emergency. No boats, ATV's, swamp buggies, dune buggies, go carts, golf carts, wave runners, jet skis, motorcycles, mopeds, trailers, motor homes, travel trailers, campers, recreational vehicles, commercial vehicles; or trucks, SUVs, or vans larger than an F-150, RAM 1500, or their equivalent, or any vehicle that is too large to fit into the owners' garage, shall be parked or stored anywhere on the Property outside of a garage, except for temporary purposes, which shall not include overnight. This does not apply to a commercial vehicle on the premises to provide services to an Owner or the Association. As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or Lot. Also, parking or storage of motor vehicles permitted to be parked outside of a garage may only be parked in the driveway of improved Lots. No motor vehicles permitted to be parked outside of a garage may be parked overnight in the street. The Association is authorized to tow or place a disabling “boot” on any vehicle violating this paragraph, the rules or regulations of the Association, a law or any other restriction contained in the governing documents. The cost of towing and/or booting shall be the obligation of the Owner of the vehicle. Ownership of vehicles, as set forth above, shall not exceed four (4) per Home, and shall be limited in size to vehicles not larger than a Ford F-150, Dodge Ram 1500, or their equivalent. The only exception shall be if the owner or resident can show a demonstrable need to accommodate a physical disability under the FHA and is granted a variance by the Board of Directors. Vehicles may not be covered in the driveway or any portion of the improved lot. No motor vehicle may be parked in a driveway of an improved Lot that does not have a valid license plate displayed on the rear of the vehicle or that does not have a current registration sticker affixed to the license plate. Such vehicles are subject to being towed from the Community by the Association in accordance with this paragraph and the Association's towing

policy. The Board of Directors is authorized to adopt such other rules, regulations and restrictions regarding motor vehicles and parking within the Community consistent with this paragraph.

8.12 Local Ordinances. Whenever Palm Beach County shall enact a more restrictive ordinance pertaining to the use of land, harboring of animals, parking of vehicles, usage of signs, etc., then are herein set forth in this Section, such more restrictive ordinance shall be deemed to have superseded any restriction set forth in this Section, and such more restrictive ordinance shall be deemed controlling until repealed.

8.13 Air Conditioning. No window or wall air conditioning units shall be permitted on any Lot without ACC approval. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be adequately screened to prevent their being viewed from any street.

8.14 Mailboxes; Address Markers. All Lot Owners are responsible to maintain mailboxes on their Lot. An Owner shall not replace his mailbox without ACC approval. The ACC may specify the style and other physical characteristics of the type of mailbox that may be used in the Subdivision. All Lot Owner shall have their house number on their mailbox. The ACC may specify the size and font style of the house numbers for uniformity in the Subdivision.

8.15 Increase in Insurance Rates. No Owner may take any action which will result in an increase in the rate of insurance paid for by the other Homeowners including insurance covering the Common Areas.

8.16 Casualties. In the event a Residence or any part thereof is damaged or destroyed by casualty or otherwise, the Homeowner thereof shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvement in accordance with the terms and provisions of this Declaration.

8.17 Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Residence or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such Residence as originally constructed or in accordance with new plans and specifications approved in advance, in writing, by the ACC.

8.18 Certain Parcels Excluded. Except as expressly provided herein, none of the foregoing restrictions, covenants or servitudes shall be applicable to the Recreation Area and Water Management Tracts, as said lands are to be used solely as water management tracts and recreation areas for the use of all members of the Association pursuant to reasonable rules and regulations promulgated from time to time by the Board of Directors which shall be uniformly applicable to all members.

8.19 General.

(A) No towels, garments, rugs, etc., may be hung or shaken from doors or windows of any Residence, or from other parts of the Homes. No Owner shall sweep or throw any dirt or other materials from his Lot.

(B) No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. All Owners of Lots on a lake shall keep all brush and other natural growth adjacent to the lake trimmed to at or below the level of the lake bank and all trees trimmed so that they do not unreasonably interfere or block the view of the lake from adjacent Lots.

(C) No obnoxious or offensive activity shall be carried on within Delray Villas Plat 4-5 Homeowners Association, Inc., or upon any part, portion or tract thereof, nor shall anything be done which may be or become a source of unreasonable nuisance or annoyance to the Community or its residents.

(D) Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring Homes and the interior roadways except when out for pick-up. Recycle bins and trash shall not be put on the curb, for pick-up, prior to 5:00 p.m., the night before the scheduled pick-up and shall be removed from the curb no later than 5:00 p.m., the day of pick-up. All trash, garbage and other waste containers kept outside shall be equipped with a latch or other device to prevent animals from entering the container and Owners shall regularly use and employ the device.

(E) No antenna of any kind shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multi-point distribution service which may be installed only at a location on a Lot approved by the ACC. In approving the installation and location of any antenna the ACC shall comply with all applicable laws, whether state or Federal.

(F) All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement: Solar Heating, and Domestic Water Systems, as the same may be modified by HUD from time to time. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. The ACC may require solar collectors to be installed on an Owner's roof south or within 45° east or west of due south, if such requirement does not impair the effective operation of the solar collectors. Solar collectors, vents, or other roof-mounted, energy savings devices shall be mounted in such

a way so that they do not project above the surface of the roof of a Residence any more than necessary to operate effectively (within manufacture specifications and limits); and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Property to which such equipment is installed. This provision is not intended to prohibit the use of solar energy devices or be inconsistent with Section 163.04, Florida Statutes, as may be amended or renumbered from time to time, but rather is intended to balance the desire for Lot Owners to utilize solar energy with the Association's responsibility to preserve and maintain the common scheme of development of the Community. The Association or ACC may adopt such other rules and regulations to implement this paragraph and its stated purpose so as to keep up with this evolving energy source and related technology.

(G) No fences or walls shall be permitted on any portion of a Lot. A lattice type structure designed to enclose and screen garbage cans is allowed with prior approval of the ACC. Railings may be installed around patios with prior approval of the ACC.

(H) Work shall be performed on the exterior of any Home or Lot only by a licensed and insured contractor as determined by the ACC in its sound business judgment intended to protect the Community, including adjoining Residences.

9. INSURANCE. In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

9.1 Association; Required Coverage. The Association shall maintain adequate property insurance covering all the Common Areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. The insurance carried by the Association shall afford at least the following provisions:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Lot Owners as a group to a Lot Owner.

(C) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Association business, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(D) Workers' Compensation. The Association shall maintain Workers' compensation insurance if required by law.

(E) Directors and Officers Liability Coverage. The Association shall maintain directors and officers liability insurance coverage in such limits of protection and with such coverage as may be determined by the Board of Directors.

9.2 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under this Declaration and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Lot Owners. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Lot Owners so their authorized representatives upon request.

9.3 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide the insurer waives its right to subrogation as to any claim against the Association Lot Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

9.4 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following share:

(A) Common Areas. Proceeds on account of damage to Common Areas shall be held in as many undivided shares as there are Lots, the shares of each Owner being the same as his share in the Common Areas.

(B) Mortgagee. If a mortgagee endorsement has been issued as to a Home, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Lot or Lots, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

9.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying cost shall be distributed to the beneficial Owners, remittances to Home Owners and their mortgagees being paid jointly to them.

9.6 Association as Agent. The Association is hereby irrevocably appointed as agent for each Lot Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Homes, Lots or Common Areas.

9.7 Damage to Common Areas. Where loss or damage occurs to the Common Areas or Association property, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Areas, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Lot Owners for the deficiency. Such special assessments need not be approved by the Lot Owners. The special assessment shall be added to the funds available for repair and restoration of the property.

10. LEASING OF HOMES.

10.1 General Provisions. In order to foster a stable residential Community and prevent a motel-like atmosphere, the leasing of Homes by their Owners shall be restricted as provided in this section. All leases of Homes must be in writing. If an Owner elects to lease his Home, he must lease his entire Home, and then only in accordance with this Section, after receiving the approval of the Association. Owners are prohibited from renting one or more rooms in their home, or from advertising rooms for rent, including on such websites as Airbnb.com, Vrbo.com, Flipkey.com, Vacationrentals.com, and any such other similar websites. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The Owner of a leased Residence shall be jointly and severally liable with his lessee for compliance with the Association's Governing Documents, and to the Association to pay any claim for injury or damage to property caused by the negligence or intentional act of the lessee or person(s) occupying the Residence with the lessee, or guest or invitee of the lessee. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered. Furthermore, it is the intent of this Section to impose an affirmative duty on Owners to fully inform the Association of any proposed changes in occupancy of a Lot for the purpose of facilitating the management of the Community and the accuracy of Association membership records, as well as to further the general welfare and safety of the Community at large. The following also applies to any new occupant of a Residence that was not approved under the existing lease of the Home.

10.2 Application and Approval for Leasing.

All leases and lease renewals shall be subject to prior written approval of the Association. Approval shall not be unreasonably withheld but shall be subject to denial for the reasons specified in this Section 10. No Lot Owner shall lease or propose to lease a Home to a person or person in violation of the age limitations and restrictions set forth in in this Declaration (hereafter the “Age Restrictions”).

(A) Timeframe to Submit Application for Approval

Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, an Owner or his agent shall apply to the Association for approval of such lease. If desired, the Board or its managing agent may prescribe the application form. The Board may require the use of a uniform lease or require the addition of an addendum, protecting the Association's interests. It shall be the Owner's obligation to furnish the lessee with a copy of the governing documents of the Association, including the Declaration and applicable Rules and Regulations.

(B) Waiver of Application Requirement

The Association may waive the application requirement if the tenant/tenants has/have resided in the Home pursuant to an approved lease prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting or occupancy by persons other than permitted guests without the advance written approval of the Board. Any such waiver may, however, at the discretion of the Board of Directors, be contingent upon and subject to an updated background check and the results of such updated background check.

(C) Interview of Prospective Tenant & Background Check

The Owner or the intended lessee shall furnish to the Association such information as Association may reasonably require, including a true, correct and complete copy of the proposed lease and age verification form for each intended occupant. The prospective lessee (as well as all intended occupants of the Home) shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The Association may require a background investigation as to the proposed lessee (including all intended occupants of the Home) finances, credit history, criminal history, residential history or otherwise. The Association may charge a fee for each proposed occupant of the Home to perform a background investigation, with said fee to be determined by the Board and to be paid for by either the Owner or Lessee.

10.3 Disapproval of Lease.

It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease/lease renewal within thirty (30) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee and proposed occupants, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval. Approval of the Association shall be withheld only if a majority of the entire Board so votes. If the Association disapproves a proposed lease or renewal, the lease shall not be made or renewed. Any rental of a Home made in violation of this Declaration shall be voidable and the Association may act as agent for Owner and invoke any remedies provided by law, including but not limited to, the initiation of immediate eviction proceedings to evict the unauthorized persons in possession in accordance with Florida's landlord tenant statute, currently Chapter 83. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. The Board may consider the following factors and may confer with counsel in reaching its decision.

10.4 Grounds for Disapproval of Lease.

The following may be deemed to constitute good cause for disapproval:

- (i) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration, Bylaws, Articles of Incorporation, or the applicable Rules and Regulations of the Association, as they may be amended from time to time, or the occupancy would be inconsistent with the aforementioned documents;
- (ii) The person seeking approval ("person seeking approval" shall hereinafter mean all proposed occupants under the lease) does not comply with the Age Restrictions;
- (iii) the prospective lessee or any of the proposed occupants has been convicted of a misdemeanor or felony involving theft or violence to persons or property, or demonstrating dishonesty or moral turpitude, driving under the influence, or involving sale or possession of a controlled substance or is a registered sexual offender or sexual predator under Florida Law. For purposes of this provision, "conviction" shall mean the result of a criminal trial or legal proceeding (including a plea), which results in a judgment or sentence that the individual is guilty of committing a misdemeanor or felony under any state's or foreign jurisdiction's penal laws. In the event the conviction or convictions is/are more than 5 years prior to the date of application, the Association may elect to waive this basis for denial at its sole discretion depending on the nature and number of convictions;

- (iv) The Owner allows a prospective lessee to take possession of the premises prior to written approval by the Association as provided for herein;
- (v) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations;
- (vi) The person seeking approval failed to provide the information, fees or appearance requirement to perform an interview in order to process the application in a timely manner;
- (vii) The Owner and/or tenant(s) failed to execute a uniform lease or addendum required by the Association pursuant to this Section;
- (viii) All assessments, fines and other charges against the Lot have not been paid in full, and/or the Home (and/or the Owner(s) thereof) is/are in violation of any of the provisions of the Governing Documents, including the Declaration and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.

10.5 Limit on Leasing During the First (1st) Year of Ownership.

No Owner may lease the Owner's Lot during the first (1st) year period of Ownership measured from the date the Owner received title to the Lot. After the first (1) year period of Ownership, an Owner may lease the Owner's Lot subject to the tenant approval and screening process and the other requirements and limitations of the Declaration and Rules and Regulations, as the same may be amended from time to time. If a Lot is leased, and the Owner seeks to sell or otherwise convey the Lot, the Owner shall, prior to closing and conveyance of the Lot, terminate the lease and remove the tenant(s). A purchaser may not purchase a Lot subject to an existing lease because purchasing a Lot subject to an existing lease would violate the prohibition on leasing during the first (1st) year period of Ownership. Notwithstanding the foregoing, if either the Association or an institutional lender takes title to a Lot by foreclosure or deed-in-lieu of foreclosure, this paragraph shall not apply to either the Association or said institutional lender. If an Owner transfers an interest in a Lot to a third party, the 12-month restriction on leasing in this paragraph shall not apply if the transfer is to a spouse, or trust created for estate planning purposes and the Owner is the Owner of the trust.

Once eligible to lease, no Home may be leased more often than one (1) time in any calendar year with a lease term of no more and no less than twelve (12) months. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to

extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

10.6 Exceptions. Upon written request of an Owner, the Board of Directors may approve one additional lease of the Home within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity, which exception shall be at the Board's sole discretion

10.7 Occupancy During Lease Term.

(A) When a Home has been leased for a period of one (1) year, the Home may be occupied by the lessee and his family, as the term "family" is defined in Section 1 above; however subject to the restrictions set forth in the Age Limitations contained herein

(B) Guests may occupy leased Homes when the lessee is in residence. The total number of house guests in a leased Home is limited to two (2) adult persons. Such guests may stay for a period not to exceed thirty (30) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term.

10.8 Occupancy in Absence of Lessee. If a lessee absents himself from the Home for any period of time during the lease term, the family authorized to occupy the Home by Section 10.7 above who were disclosed on the application for approval to lease, approved, and who are already in residence, may continue to occupy the Home (so long as the occupancy still complies with the Association's Age Restrictions set forth herein), and they may have house guests subject to all the restrictions in Sections 10.7 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Home.

10.9 Unapproved Occupancy. A person residing in a Home for longer than thirty (30) days where the Owner is not present and who is not otherwise been approved for Occupancy in accordance with this Section 10 shall be deemed an unapproved tenant leasing the Home (regardless of whether a lease exists or rent is paid). If the Association observes that a Home is occupied by people other than the Owner, based on change in vehicles, or other observations, said unknown occupants and the Owner of the Home shall be subject to and promptly comply with this Section 10, or the unknown occupants shall be deemed as unauthorized and unapproved occupants. All unauthorized occupants shall be subject to all of the requirements of this Section, and if said unauthorized occupants fail to comply with this Section, then the Association may evict them from the subject Home in the same manner as a tenant under Chapter 83, Florida Statutes, in addition to all other remedies available to the Association under this Section, the Florida's Homeowners Association Act, and other applicable law. Owners shall be liable jointly and severally with the unauthorized occupants as set forth in Section 10.14.

10.10 Immediate Family. An Owner may permit members of the Owner's immediate family ("immediate family" is defined as parents, children, grandchildren, brothers, or sisters of the

Owner) to reside in the Owner's Home with or without the Owner being present, on a guest basis. If the Owner is not in residence, then the Owner may not permit any immediate family to occupy the Home for more than 30 days in any 12 month period without the prior approval of the Association Board upon good cause shown, which shall be determined by the Board in its sound business judgment. If the Owner is in residence, said family members are subject to the registration and verification requirements of this paragraph and shall be governed by this Section 10 and the governing documents of the Association. The Association Board may require such family members to complete an application for guest occupancy, as well as require the Owner to provide the Association with reliable verification (as determined by the Board) that an occupant is a bona fide immediate family member. Further, the Owner is in all events responsible for all conduct of occupants. If a family member violates the Association's governing documents (including the rules and regulations) during his or her stay, the Association shall be entitled to all remedies provided by these governing documents, including eviction, as well as the Florida's Homeowners Association Act, and other applicable law, as amended and supplemented from time to time. Further, this paragraph shall at all times be subject to the Association's Age Restrictions, and to the extent an Owner's immediately family's occupancy is inconsistent with that restriction, the Age Restrictions shall control to prohibit such occupancy so as to preserve the Association's status as a 55 or older Community.

10.11 Collateral Assignment of Rents. In the event an Owner is in default in payment of assessments for common expenses or any other monetary amounts owed to the Association, the Association shall have the authority to collect rents directly from the Owner's tenant. Upon demand by the Association the tenant shall pay said rent to the Association. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in the same manner specified in this Declaration for payment of assessments until all past due amounts are paid in full. In the event such tenant fails to remit said rents directly to the Association within seven (7) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant in the same manner as a landlord under Chapter 83, Florida Statutes. For the purpose of such eviction, the Association shall be deemed to be an agent of the landlord. The authority and remedies granted in this Section is in addition to any authority or remedies granted by law to the Association.

10.12 Regulation by Association. All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Home as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the governing documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

10.13 Unapproved Leases. Any lease of a Home not approved pursuant to this Section 10, or made in violation of this Section 10 or any other provision of the Governing Documents, shall be deemed void ab initio, and the Association shall have the right to evict the tenants pursuant to Chapter 83, Florida Statutes. Owners shall be jointly and severally liable with the tenants to the Association for all attorneys' fees and costs incurred by the Association (including pre-suit attorneys' fees and costs) as a result of leasing a Home in violation of the Governing Documents, or for any other violation of the Association's governing documents after the tenant or any other occupants take occupancy, whether or not said Owner is named in the legal proceeding to enforce these documents or evict the tenant or occupant. All such attorneys' fees and costs shall be secured by a claim of lien against the violating Lot Owner's Lot and collectable in the same manner as assessments as provided in the Governing Documents and the Act.

11. TRANSFER OF OWNERSHIP OF LOTS. In order to maintain a Community of congenial, financially responsible residents with the objectives of protecting the value of the Lots, inhibiting transiency, and facilitating the development of a stable, quiet Community and peace of mind for all residents, the transfer of Ownership of a Lot shall be subject to the following provisions: NOTE: Any person who was not approved as part of the conveyance to the present Lot Owner must be approved in advance of taking occupancy as provided herein, and for good cause may be disapproved, regardless of whether or not said person shall be obtaining an Ownership interest in the Lot.

11.1 Forms of Ownership.

(A) Natural Owner. A Lot may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-Ownership of Lots is permitted. If the co-Owners are to be other than husband and wife, the Board shall condition its approval upon the designation by the proposed new Owners of one (1) natural person as "primary occupant". The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any subsequent change in the primary occupant shall be treated as a transfer to Ownership by sale or gift subject to the provisions of this Section 11. No more than one such change will be approved in any 12-month period. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner of fractional Ownership or a vacation club.

(C) Ownership by Corporations, Partnerships or Trusts. A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner

of fractional Ownership or vacation club. The approval of a trust, or corporation, partnership or other entity as a Lot Owner shall be conditioned upon designation by the Owner of not more than two (2) natural persons to be the "primary occupant(s)". The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any subsequent change in the primary occupants shall be treated as a transfer of Ownership by sale or gift subject to the provisions of this Section 11. No more than one such change will be approved in any 12-month period.

(D) Designation of Primary Occupant. If any Lot Owner fails to designate a primary occupant when required to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

(E) Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Sections 11.2 and 11.3 below. In that event, the life tenant shall be the only Association member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Lot. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights under Section 11.1(B), above.

11.2 Transfers.

(A) Sale or Gift. No Lot Owner may transfer a Lot or any Ownership interest in a Lot by sale or gift (including agreement for deed) without prior written approval of the Board of Directors or its Interview Committee referenced in section 11.2(D), below.

(B) Devise or Inheritance. If any Lot Owner acquires his title by devise or inheritance, his right to occupy or use the Lot shall be subject to the approval of the Board of Directors under Section 11.3(A)(2) below. The approval shall not be denied to any devise or heir who was the prior Owner's lawful spouse at the time of death or was related to the Owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Lot before being approved by the Board of Directors under the procedures outlined in Section 11.3 below.

(D) Interview Committee. To facilitate transfers of title, the Board of Directors may by resolution delegate its approval powers to an Interview Committee, which shall consist of at least three (3) Board Members including the Vice President. Any disapproval of an

applicant by the Interview Committee must be submitted to the full Board of Directors for their approval or disapproval at the next regularly scheduled Board of Directors Meeting.

11.3 Procedures.

(A) Notice to Association.

1. Sale or Gift. An Owner intending to make a sale or gift of his Lot or any interest therein shall give to the Board of Directors or the Interview Committee as referenced in Section 11.2(D), written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.
2. Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his Ownership and submit a certified copy of the instrument evidencing his Ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board but may sell or lease the Lot following the procedures in this Section or Section 10.
3. Demand. With the notice required in Subsection (A)(1) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Lot at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Lot determined as provided below.
4. Failure to Give Notice. If no notice is given, the Board of Directors, at its election may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Lot, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration and shall constitute good cause for Association disapproval.

(B) Board Action. Within 30 days after receipt of the required notice and all information or interview requested, or not later than 60 days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form

and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

1. With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

- (a) the person seeking approval (or any of the proposed occupants) has been convicted of a misdemeanor or felony involving theft or violence to persons or property, driving under the influence, or demonstrating dishonesty or moral turpitude, or involving sale or possession of a controlled substance or is a registered sexual offender or sexual predator under Florida Law. For purposes of this provision, "conviction" shall mean the result of a criminal trial or legal proceeding (including a plea), which results in a judgment or sentence that the individual is guilty of committing a misdemeanor or felony under any state's or foreign jurisdiction's penal laws. In the event the conviction or convictions is/are more than 5 years prior to the date of application, the Association may elect to waive this basis for denial at its sole discretion depending on the nature and number of convictions;

- (b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts (e.g., charged off credit accounts);

- (c) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association;

- (d) The person seeking approval or any of the proposed occupants have a history of disruptive behavior or disregard for the rights and property of others (as evidenced by his or her criminal history (if any, and regardless if a conviction resulted), or past civil adjudications of disruptive behavior while a member of another social organization, community or association;

- (e) The person seeking approval has evidenced an attitude of disregard for association rules by his conduct in this Community as a tenant, Owner or occupant of a Home;

(f) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner or provided false information during the application process.

(g) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

(h). The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because the use, occupancy and/or ownership of the Lot by the applicant, as disclosed in the screening process, will violate the restrictions on use, occupancy or ownership set forth in the Association's Governing Documents, or

(i). The current Owner is delinquent in the payment of any monetary obligation to the Association under this Declaration or under any of the Governing Documents or Chapter 720, or if the Lot is in violation of any provision of this Declaration or the rules and regulations which remains uncured at the time the Association is required to make its election hereunder.

2. Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 11.3(A)(3), then within thirty (30) days after the Board of Directors Meeting at which the disapproval took place, the Board shall deliver in writing to the Owner the name of an approved purchaser(which may be the Association) who will purchase the Lot at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the Owner and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the purchaser and selling Owner, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and assessments shall be prorated to the day of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either

party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

3. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

11.4 Exception. The provisions of Sections 11.2 and 11.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor shall the Association's approval be required for the subsequent resale or lease of a Home by such mortgagee of the Lot so acquired, but shall apply to the acquisition of title by any other person without regard to how the title was acquired.

11.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently ratified and approved in writing by the Board, effective as of the date of ratification and approval.

11.6 Fees and Deposits Related to the Sale of Lots. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Lot, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person who is obtaining an interest in the Lot except if such persons are husband and wife.

11.7 Minimum Equity Requirement. No Lot Owner may mortgage his or her Lot or any interest therein without the Association's prior approval, except as to an Institutional Mortgage. The approval of any other mortgage may be granted upon such conditions as determined by the Association. Any mortgage recorded against a Lot without the prior consent and approval of the Association, except as to an institutional mortgagee, shall be voidable and inferior to any claim of lien recorded by the Association regardless of when such claim of lien is recorded. Lot Owners are prohibited from taking out second mortgage loans, refinancing their existing 1st mortgages, whether institutional or otherwise, or taking out a home equity line of credit or home equity loan, if doing so would result in the equity in their Lot declining by more than twenty percent (20%) of the fair market value of the Lot as evidenced by an appraisal performed by a Florida licensed real estate appraiser.

12. AMENDMENTS; TERMINATION.

12.1 Duration. The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns until 2040. On January 1, 2040, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10)

year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if prior to one (1) year in advance of an effective date of a proposed termination, at least two-thirds (2/3rds) of all Owners of Lots and two-thirds (2/3rds) of all Institutional Mortgagees on Lots affirmatively vote, in person or by proxy, at a duly held meeting of members of the Association in favor of terminating this Declaration. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, to be given at least ninety (90) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Palm Beach County, Florida at least one (1) year prior to the effective date of termination and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Declaration.

12.2 Amendments by Members. Except as otherwise provided herein or by law, this Declaration may be amended at any time by the affirmative vote of seventy percent (70%) of the voting interests present and voting in person or by proxy, at a duly called meeting of the members of the Association (i.e., when a quorum is present). A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

13. ENFORCEMENT; GENERAL PROVISIONS.

13.1 Enforcement; Attorneys' Fees. Enforcement of these covenant, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Lot to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenants, condition or restriction herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter. In addition, the Association or any Lot Owner who takes action to enforce these Covenants and Restrictions, which does not result in a lawsuit being filed, shall be entitled to recover reasonable attorneys' fees and costs incurred, including such fees and costs for providing any and all pre-suit notice(s) of violation of these Covenants and Restrictions, notices of fining committee meetings and the outcome of such meetings, any and all statutory demand(s) for pre-

suit mediation, and any other fees and costs incurred pre-suit to resolve any alleged violation(s) of these Covenants and Restrictions. Such charges, including interest thereon, shall be secured by a lien against the Lot Owner's Improved Lot with the same force and effect as a lien for unpaid assessments, which the Association may foreclose in the same manner and procedure as set forth in this Declaration and Chapter 720, as amended from time to time. In such an event, the Association shall be entitled to recover all additional attorney's fees and costs to foreclose said lien. In the event a lawsuit is filed and if the Association is awarded attorneys' fees and costs against a Lot Owner for violation of these Covenants and Restrictions, and said award remains unpaid for more than (30) days after the award becomes a final order not subject to appeal, then all amounts so awarded, including interest thereon, shall be secured by a lien against the Lot Owner's Improved Lot with the same force and effect as a lien for unpaid assessments, which the Association may foreclose in the same manner and procedure as set forth in this Declaration and Chapter 720, as amended from time to time. In such an event, the Association shall be entitled to recover all additional attorney's fees and costs to foreclose said lien.

13.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the governing documents and the rules promulgated by the Association shall apply to members and all persons to whom a member has delegated his right of use in and to the Common Areas, as well as to any other person occupying any Home under lease from the Owner or by permission or invitation of the Owner or his tenants (express or implied), and their licensees, invitees or guests. Failure of any Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the governing documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Lot Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests and by the guests, licensees and invitees of his tenants, at any time.

13.3 Litigation. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Association rules, may be brought by any Owner, or the Association against:

- (A) the Association;
- (B) the Lot Owner;
- (C) anyone who occupies or is a tenant or guest of a Lot; or
- (D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

13.4 Plat Vacation. The Plats of Plat No. 4 and Plat No. 5 of Delray Villas referred to herein may not be vacated in whole or part unless the entire of both plats are vacated.

13.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under the law and the governing documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

13.6 Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the Owner appearing in the records of the Association, or to the address of the member's Home. Notice to one of two or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address.

13.7 Severability. Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Nothing contained in this Declaration is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then such provision will be deemed null and void but have no effect on the remaining provisions herein.

13.8 Interpretation; Disputes. The Board of Directors is responsible for interpreting the provisions of this Declaration, its exhibits and rules promulgated by the Board. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, its exhibits or the rules promulgated by the Board the matter shall be referred to the Board and the determination of the Board with respect to such dispute shall be dispositive on the issue and binding on all parties.

13.9 Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its non-profit status under applicable state or federal law.

13.10 Use of Singular and Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

13.11 Headings. The headings used in the governing documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

14. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE “ASSOCIATION DOCUMENTS“), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, PALM BEACH COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.

ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECT WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

AS USED HEREIN “ASSOCIATION” SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION’S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

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EXHIBIT "A"
DESCRIPTION OF REAL PROPERTY

Plat No. 4 of Delray Villas

All of Plat No. 4 of Delray Villas (except Tract R) according to the plat thereof as recorded in Plat Book 40, page 27-30, of the Public Records of Palm Beach County, Florida, together with any improvements constructed thereon, including but not limited to lakes, open space, private streets, and easements, including utility easements, drainage easements, and access easements.

Plat No. 5 of Delray Villas

All of Plat No. 5 of Delray Villas according to the plat thereof as recorded in Plat Book 42, page 114-117, Public Records of Palm Beach County, Florida, together with any improvements constructed thereon, including but not limited to lakes, open space private streets, and easements, including utility easements, drainage easements, and access easements.

EXHIBIT "B"
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This document is an unofficial copy of the Articles of Incorporation of the Association to incorporate subsequent amendments and to provide members a Table of Contents. The official documents can be found at Official Record Book 29020, Page 1059.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
DELRAY VILLAS PLAT 4-5 HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of Delray Villas Plat 4-5 Homeowners Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on January 16, 1981, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Delray Villas Plat 4-5 Homeowners Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Delray Villas Plat 4-5 Homeowners Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall be at 6328 Overland Drive, Delray Beach, FL 33484.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community homeowners' association which, subject to a Declaration of Covenants, Conditions and Restrictions relating to Plat Nos.: 4 and 5 of Delray Villas, also known as Delray Villas Plat 4-5, originally recorded in the Public Records of Palm Beach County, Florida, at O.R. Book 3446 at Page 766 et seq., and as amended, has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

- (A) to fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;
- (B) to make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association;
- (C) to sue and be sued, and to enforce the provisions of the Declaration, the Articles, the Bylaws and the reasonable rules of the Association;
- (D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;
- (E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the properties;
- (F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests, present and voting, in person or by proxy at a duly called meeting of the membership.
- (G) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred if first approved by Board;
- (H) to maintain, repair, replace and provide insurance for the Common Areas;
- (I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation;
- (J) to grant, rescind, modify or move easements.
- (K) to enter into agreements for Community System Services, as defined and further described in Association's Declaration.
- (L) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of Florida Statutes may now or hereafter have or

exercise; subject always to the Declaration as amended from time to time.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and Voting Rights shall be as set forth in the Bylaws of the Association.

ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed amend assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved by the affirmative vote of seventy percent of the voting interests present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Palm Beach

County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors must be members of the Association.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE IX

INDEMNIFICATION.

(A) Indemnity. The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

(B) Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

(C) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article IX.

(D) Miscellaneous. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(E) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article IX may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

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This document is an unofficial copy of the Bylaws of the Association to incorporate subsequent amendments and to provide members a Table of Contents. The official documents can be found at Official Record Book 29020, Page 1059; and Official Record Book 32396, Page 1231 of the Public Records of Palm Beach County, Florida.

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**AMENDED AND RESTATED BYLAWS OF
DELRAY VILLAS PLAT 4-5 HOMEOWNERS ASSOCIATION, INC.**

1. **GENERAL.** These are Bylaws of Delray Villas Plat 4-5 Homeowners Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on January 16, 1981, hereinafter the "Association." The corporation is organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at **6328 Overland Drive, Delray Beach, FL 33484**, unless otherwise changed by the Board of Directors.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

2. **MEMBERS.** The members of the Association are the record owners of legal title to the Lots. In the case of a residential Lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the residential Lot solely for purposes of determining use rights.

2.1 Change of Membership. A change of membership shall become effective after all the following events have occurred.

(A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Lot in the member.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Designation, in writing, of a primary occupant, which is required when title to a Lot is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each residential Lot owned by them. The total number of possible votes (the voting interests) of the Association is the total number of residential Lots in Delray Villas Plat 4-5, which is four hundred and ninety-one (491). The vote of a residential Lot is not divisible. The right to vote may be suspended for non-payment of any monetary amounts that are delinquent in excess of 90 days. If a residential Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the residential Lot. If a residential Lot is owned jointly by two

(2) or more natural persons, that residential Lot's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a residential Lot do not agree among themselves how their one (1) shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a residential Lot is other than a natural person, the vote of that residential Lot shall be cast by the residential Lot's primary occupant. All votes must be cast by an Owner or primary occupant.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a residential Lot owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the residential Lot at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. **MEMBERS' MEETINGS; VOTING.**

3.1 Annual Meeting. There shall be an annual meeting of the members in December of each calendar year ("Annual Meeting"). The Annual Meeting shall be held in Palm Beach County, Florida, each year at a date, time and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members. The Board of Directors may in its discretion designate a different month for the annual meeting, and following such change, the Association shall conduct an Annual Meeting every calendar year.

3.1.1 HOA Meetings: In addition to the Annual Meeting of the members, there shall be two additional members' meetings ("HOA Meetings") which shall be held in March and October in each calendar year.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and any also be called by members having at least twenty percent (20%) of the voting interests. The business at any special members' meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice Meetings; Waiver of Notice. Notices of all members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the

purpose or purposes for which the meeting is called. The notice must be mailed to each member at the member's address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission. The members are responsible for providing the Association with any change of address. The notice must be mailed, transmitted or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a residential Lot is transferred after notice has been mailed or transmitted, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the votes of the entire membership.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all residential Lot owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the residential Lot, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members. No person may hold more than three (3) proxies on behalf of other members. Proxies must be returned to the Secretary by 5:00 p.m., the day before a scheduled members meeting.

3.7 Participation at Meeting By Remote Communication. Unless prohibited by Chapter 720, F.S., if authorized by the Board of Directors as provided in Section 617.0721 F.S., and subject to such guidelines and procedures as the Board of Directors may adopt, members and proxy holders who are not physically present at a meeting may, by means of remote communication:

(A) Participate in the meeting.

(B) Be deemed to be present in person and vote at the meeting if:

1. The corporation implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a member or proxy holder; and

2. The corporation implements reasonable measures to provide such members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

- (A) Pledge to the flag
- (B) Call of the roll or determination of quorum
- (C) Reading or disposal of minutes of last members' meeting
- (D) Reports of Officers
- (E) Reports of Committees
- (F) Election of Directors (annual meeting only)
- (G) Unfinished Business
- (H) New Business
- (I) Good and Welfare
- (J) Adjournment

3.10 Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times. Minutes must be reduced to written form within thirty (30) days after the meeting.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the

Articles or Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. **BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the residential owners only when such is specifically required.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be no fewer than three (3) and no greater than nine (9). The system of staggered terms previously established shall be maintained. All Directors shall be elected for a term of three (3) years each. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided for in Section 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below. Directors may serve as many times as he or she may be elected.

4.2 Qualifications. Each Director must be a residential Lot owner or the spouse of a residential Lot owner. In the case of a Lot owned by a corporation, any officer is eligible for election to the Board of Directors. If a Lot is owned by a partnership, any partner is eligible to be a Director. If a Lot is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Lot is eligible to be elected to the Board of Directors. In addition to the foregoing, to be a candidate for the Board of Directors, the candidate must satisfy all requirements of applicable law, including Chapters 617 and 720, Florida Statutes, as those chapters may be amended from time to time. A candidate must also be in residence for at least 8 months per calendar year to be eligible for election to the Board of Directors.

4.3 Nominations and Elections. The members of the Board of directors shall be elected by written ballot or voting machine. Proxies may not be used in electing the board in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, but may be used to establish a quorum. Nominations for election to the Board of Directors shall be done in the following manner: At least 60 days before a scheduled election, the association shall mail, deliver, or electronically transmit to an email address provided by the Lot Owner, by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each Lot owner entitled to a vote, a first notice of the date of the election. An owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association no later than by the date and time of the regularly scheduled board meeting held every November. Notice shall be delivered to the Secretary of the Association at the meeting before the meeting is called to order. If a meeting is not held in November then an owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association no later than at least 40 days before a scheduled election. Together with the written notice and agenda, the association shall mail, deliver, or electronically transmit a

second notice of the election to all Lot owners entitled to vote, together with a ballot that lists all candidates at least 14 days prior to the scheduled election. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate with the candidate's notice of intent to run, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. The Board may by its rule making authority, elect to incorporate those rules and regulations adopted by the Division, establishing procedures for giving notice by electronic transmission and rules providing for the secrecy of ballots, except that voting shall be done by secret ballot and the envelope requirements of Section 720.306, Florida Statutes shall be followed. Nominations from the floor will not be permitted. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. The Association shall follow the run-off procedure adopted by the Department of Business and Professional Regulation, Bureau of Condominiums. Cumulative voting is not permitted.

4.4 Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be appointed by the Board at a special meeting of the Board of Directors of the Association. The successor so appointed shall fill the term of the Director being replaced until the next annual meeting. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting. A member of the Board shall be deemed to have resigned if that member shall be absent from three (3) consecutive regular meetings of the Board of Directors without being excused by the President of the Association upon good cause shown by the absent member of the Board. A majority vote of the other members of the Board shall be conclusive as to whether the absent member has shown good cause for each meeting missed.

4.5 Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the voting interests, either by a written petition or at a meeting called for that purpose. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by petition, the vacancy or vacancies shall be filled as provided for in Section 4.4 above. If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any director who is removed from office is not eligible to stand again for election to the Board until the next annual election, and must turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records

upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the Annual Meeting at which they were elected. At said organizational meeting, the Board shall elect their executive officers, as set forth in Section 5 of these Bylaws.

4.7 Other Meetings. Board of Directors Meetings may be held at such time and place as shall be determined from time to time by the President or by a majority of the Directors, but not less than a total of 9 such meetings in a calendar year, held in January, February, April, May, June, July, August, September and November. Unless otherwise decided by a majority of the Board of Directors, all Board of Directors Meetings shall be held on the second Tuesday of the month. Notice of meetings shall be given to each Director, personally or by mail, telephone, or electronic transmission at least forty-eight (48) hours before the meeting.

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings, together, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a parcel or special assessments are to be considered shall specifically contain a statement that rules or special assessments will be considered and the nature of the rule or assessments and shall be mailed, delivered or electronically transmitted and posted at least 14 days in advance.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote

by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

4.12 Adjourned Meetings. A majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

4.13 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, if the presiding officer at all meetings of the Board. If neither officer is present, the presiding officer shall be selected by majority vote of the Directors present.

4.14 Directors' Fees and Reimbursement of Expenses. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including a search committee, as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of association funds or committees vested with the power to approve or disapprove architectural decisions with respect to specific parcel of residential property owned by a member of the community are required to hold meetings that are open to members and notice and hold their meetings with the same formalities as required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to a specified parcel of residential property owned by a member of the community may not vote by proxy or secret ballot.

4.16 Emergency Powers. In the event of any "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant officers, persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any

practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttal presumption of being reasonable and necessary.

(E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which Delray Villas Creek is located, or have declared that area a "disaster area". A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any officer so removed shall return all books, records and property of the Association to the Association within seventy-two (72) hours of their removal. Any person except the President may hold two (2) or more offices. The board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and Directors; shall be *ex-officio* a member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

5.6 Compensation of Officers. No compensation shall be paid to any officer for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association, or compensating the Association Treasurer for performing bookkeeping services at a rate determined by a majority of the remaining members of the Board.

6. **FISCAL MATTERS**. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

6.1 Depository. The Association shall maintain its funds in such federally insured accounts at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar investment vehicles.

6.2 Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each residential unit. Such accounts shall designate the name and mailing address of each residential unit, the amount and due date of each assessment or charge against the residential unit, amounts paid, date of payment and the balance due.

6.3 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately. If a proposed annual budget should exceed one hundred fifteen (115%) percent of the preceding year's assessed requirements, the Board of Directors shall call a Special Meeting of the Members within thirty (30) days of the budget consideration by the Board of Directors and, upon not less than twenty (20) days written notice having been given to the Members. At this Special Meeting, the budget must be approved by a majority of the members attending in person or by proxy.

6.4 Reserves. The Board of Directors may establish in the budget one (1) or more reserve accounts for capital expenditures, deferred maintenance, or contingency reserves for unanticipated operating expenses. Board adopted reserve funds are not controlled by Chapter 720 Florida Statutes and therefore may be spent, waived or used as approved by the Board. Membership adopted reserves are restricted by Chapter 720, Florida Statutes and therefore Membership adopted reserves may only be used, waived or reduced on a yearly basis according to Chapter 720 Florida Statutes. The purpose of reserves is to provide financial stability and to avoid the need for special assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

6.5 Assessments; Installments. The regular annual assessment based on an adopted budget shall be paid in quarterly installments, in advance, due on the first day of the quarter of each year. Written notice of the annual assessment shall be sent to the owners of each Lot prior to the first quarterly installment being due, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the first quarterly installment is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and payments shall be continued at such rate until a budget is adopted and new annual assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due quarterly installment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date shall accrue interest from the due date at the highest rate allowed by law and shall incur a late fee in the highest amount allowed by law.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The authority of the Board of Directors to make expenditures for a single item or purpose not previously provided for in the current budget or from accumulated reserves shall be limited to an amount not to exceed \$7,500.00 except for necessary repairs, maintenance, or replacement of existing equipment. Authority to exceed such limitations shall be obtained by a majority vote of the members attending said meeting in person or by proxy. Notice shall be provided in the same manner as set forth in Section 3.3 above.

6.7 Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds are a common expense.

6.8 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in 720.303, Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the member.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members. Otherwise, the Board shall comply with Section 720.303 in conducting its annual review of its financial statements.

6.10 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. Regardless of any restrictive endorsement all payments on account by a Lot owner shall first be applied to late fees, interest, costs, attorney fees, other charges, fines and then to regular or special assessments.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year.

7. **RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements, the Lots and the operation of the Association. Copies of such rules and regulations shall be furnished to each residential Lot Owner.

8. **COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in the Declaration, the following shall apply.

8.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, or members' tenants or guests, or both, who commit violations of Chapters 617 or 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed \$250.00, except for a violation involving the "hat-racking" of trees, for which the fine for a single violation shall not exceed \$500.00.. The maximum fine for a continuing violation shall be \$2,500.00, except the maximum fine for a violation involving the "hat-racking" of trees shall be \$5,000.00. As allowed by law, fines shall be secured by a lien on the Owner's Lot. Suspensions of the use of common areas, facilities and common non-essential services (e.g. bulk cable tv and/or internet) may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

(A) Notice. The party against whom the Board has imposed a fine and/or suspension shall be provided notice of the Board of Director's decision to do so in writing and afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall be provided by mail or hand delivery to the Lot owner and, if applicable, to any tenant, licensee, or invitee of the Lot owner, and shall include the following:

(1) a statement of the date, time and place of the hearing;

(2) a specific designation of the provisions of the Chapters 617 or 720, Florida Statutes, the governing documents or the rules which are alleged to have been violated;

(3) a short and plain statement of the specific facts giving rise to the alleged violation(s); and

(4) the possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.

(B) Hearing. At the hearing the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) residential Lot owners appointed by the Board none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee (the "Committee"). The role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the Committee, by majority vote, rejects the proposed fine and/or suspension, it may not be levied or imposed for the subject violation(s). If the Committee agrees with the proposed fine

and/or suspensions, written notice shall be provided to the Lot Owner by mail or hand delivery, if applicable, also to any tenant, licensee, or invitee of the Lot owner. The fine or suspension shall be deemed imposed as of the date of this notice of the Committee's vote to confirm the Board of Directors' decision to levy the fine or suspension.

8.2 Suspensions and Fines without Hearing. The foregoing notwithstanding, as provided in 720.305(2)(b), Florida Statutes, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any member because of the failure of the member to pay assessments or other charges when due.

8.3 Correction of Health and Safety Hazards. Any violations of the Association rules which creates conditions of the property which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the residential Lot Owner.

9. **AMENDMENT OF BYLAWS.** Amendments to these Bylaws shall be proposed and adopted in the following manner.

9.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

9.2 Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by the affirmative vote of at least a seventy percent of the voting interests present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

9.3 Effective Date: An amendment shall become effective upon the recording of a copy in the Public Records of Palm Beach County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

10. **MISCELLANEOUS.**

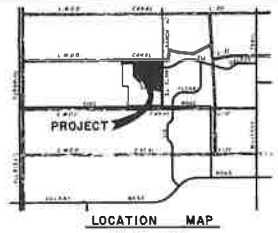
10.1 Gender; Number. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. If any portion of these Bylaws is void or become unenforceable, the remaining provisions shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants, Conditions, Restrictions and Easements, or the Association's Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

EXHIBIT "D"
PLAT

A PLANNED UNIT DEVELOPMENT IN VILLAGELRAY WEST
PLAT NO. 4 OF
DELRAY VILLAS
BEING A SUBDIVISION OF LAND IN THE SOUTHEAST QUARTER
(SE 1/4) OF SECTION 10, TOWNSHIP 46 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA
IN FOUR SHEETS - SHEET 1 OF 4
NOVEMBER 1979



27

PLAT NO. 4 OF
DELRAY VILLAS
NOVEMBER 1979

A parcel of land located in the Southeast Quarter (SE 1/4) of Section 10, Township 46 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

- 1. North 87°32'18" West, along the westerly right-of-way line of the previously mentioned El Clair March Road, a distance of 250.00 feet to a point on the southerly right-of-way line of Lake Worth DeSoto Drive, being more particularly described as follows:
2. South 87°32'18" West, along said south right-of-way line of Lake Worth DeSoto Drive, a distance of 119.48 feet thence...
3. South 87°32'18" East, a distance of 422.00 feet to the beginning of a 90.00 foot radius curve, commencing westerly, having a central angle of 160°55'00" thence...
4. Westerly, along the arc of the last described curve, a distance of 264.81 feet thence...
5. South 87°32'18" East, along a line radial to Curve 4, a distance of 40 feet thence...
6. North 87°32'18" East, a distance of 37.00 feet thence...
7. South 17°27'10" East, along a line radial to Curve 4, a distance of 80 feet to a point on a 120.00 foot radius curve, commencing westerly, having a central angle of 49°57'00" thence...
8. Southwesterly, along the arc of the last described curve, a distance of 104.91 feet thence...
9. South 18°02'00" East, a distance of 85.10 feet to a point on a 140.00 foot radius curve, commencing westerly, having a central angle of 184°57'00", and whose local tangent passing through said point bears South 78°26'18" West thence...
10. Southwesterly, along the arc of the last described curve, a distance of 228.87 feet thence...
11. South 14°48'12" East, a distance of 88.28 feet to a point on a 140.00 foot radius curve, commencing westerly, having a central angle of 184°57'00", and whose local tangent passing through said point bears South 78°26'18" West thence...
12. Southwesterly, along the arc of the last described curve, a distance of 181.89 feet to a point of intersection with a 60.00 foot radius curve, commencing westerly, having a central angle of 184°57'00", and whose local tangent passing through said point bears South 11°37'24" West thence...
13. Southwesterly, along the arc of the last described curve, a distance of 131.07 feet to a point of intersection with a 60.00 foot radius curve, commencing westerly, having a central angle of 224°47'30", and whose local tangent passing through said point bears South 11°37'24" West thence...
14. Westerly, along the arc of the last described curve, a distance of 14.44 feet thence...
15. South 18°47'18" East, a distance of 91.85 feet to a point on a 120.00 foot radius curve, commencing westerly, having a central angle of 114°46'00", and whose local tangent passing through said point bears South 78°26'18" West thence...
16. Westerly, along the arc of the last described curve, a distance of 29.00 feet thence...
17. South 89°32'18" West, a distance of 15.00 feet thence...

- 18. South 07°27'42" West, a distance of 150.00 feet thence...
19. North 89°12'18" East, a distance of 13.00 feet to the beginning of a 100.00 foot radius curve, commencing to Curve 18, having a central angle of 174°27'18" thence...
20. Westerly, along the arc of the last described curve, a distance of 40.82 feet thence...
21. South 91°13'18" East, a distance of 90 feet to a point on a 300.00 foot radius curve, commencing to Curve 18, having a central angle of 174°27'18" thence...
22. Westerly, along the arc of the last described curve, a distance of 39.18 feet thence...
23. South 11°01'30" East, a distance of 139.00 feet to a point on a line parallel with, and 81 feet perpendicular to, an assumed perpendicular to the South line of the previously mentioned Section 10, being more particularly described as follows:
24. North 89°32'18" East, along the last mentioned westerly extension of the northerly right-of-way line of Lake Worth DeSoto Drive, a distance of 164.91 feet thence...
25. North 89°32'18" East, a distance of 25.00 feet to the POINT OF BEGINNING.

CONTAINING 65,127 ACRES.

RESERVED

RESERVED

RESERVED

RESERVED

RESERVED

IN WITNESS WHEREOF, the above named Surveyor has caused these presents to be signed by the VICE PRESIDENT and attested to by the ASSISTANT SECRETARY and the Corporate Seal to be affixed hereto by him with the authority of his Board of Directors, this 22nd day of May, 1979.

APPROVED AND ATTESTED: ROBERT E. OWEN & ASSOCIATES, INC., ENGINEERS, PLANNERS, SURVEYORS, WEST PALM BEACH, FLORIDA.

APPROVED AND ATTESTED: JOHN R. CONNER, ASSISTANT SECRETARY.

NOTES

Personal Reference Materials (P.R.M.) are designated thus: -

Platting notes shall be as required by Palm Beach County Zoning Regulations.

In witness whereof, the above named Surveyor has caused these presents to be signed by the VICE PRESIDENT and attested to by the ASSISTANT SECRETARY and the Corporate Seal to be affixed hereto by him with the authority of his Board of Directors, this 22nd day of May, 1979.

APPROVED AND ATTESTED: ROBERT E. OWEN & ASSOCIATES, INC., ENGINEERS, PLANNERS, SURVEYORS, WEST PALM BEACH, FLORIDA.

APPROVED AND ATTESTED: COUNTY ENGINEER.

APPROVED AND ATTESTED: DEPUTY COUNTY ENGINEER.

APPROVED AND ATTESTED: COUNTY ENGINEER.

APPROVED AND ATTESTED: COUNTY ENGINEER.

SURVEYOR'S CERTIFICATION

I hereby certify that the above shown is a true and correct representation of a survey made by me personally, directly and indirectly, and that the same is correct to the best of my knowledge and belief and that the same is in accordance with the laws of the State of Florida and the rules and regulations of the Board of Professional Engineers, Architects and Surveyors of the State of Florida.

APPROVED AND ATTESTED: COUNTY ENGINEER.

APPROVED AND ATTESTED: COUNTY ENGINEER.

APPROVED AND ATTESTED: COUNTY ENGINEER.

APPROVED AND ATTESTED: COUNTY ENGINEER.

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APPROVED AND ATTESTED: COUNTY ENGINEER.

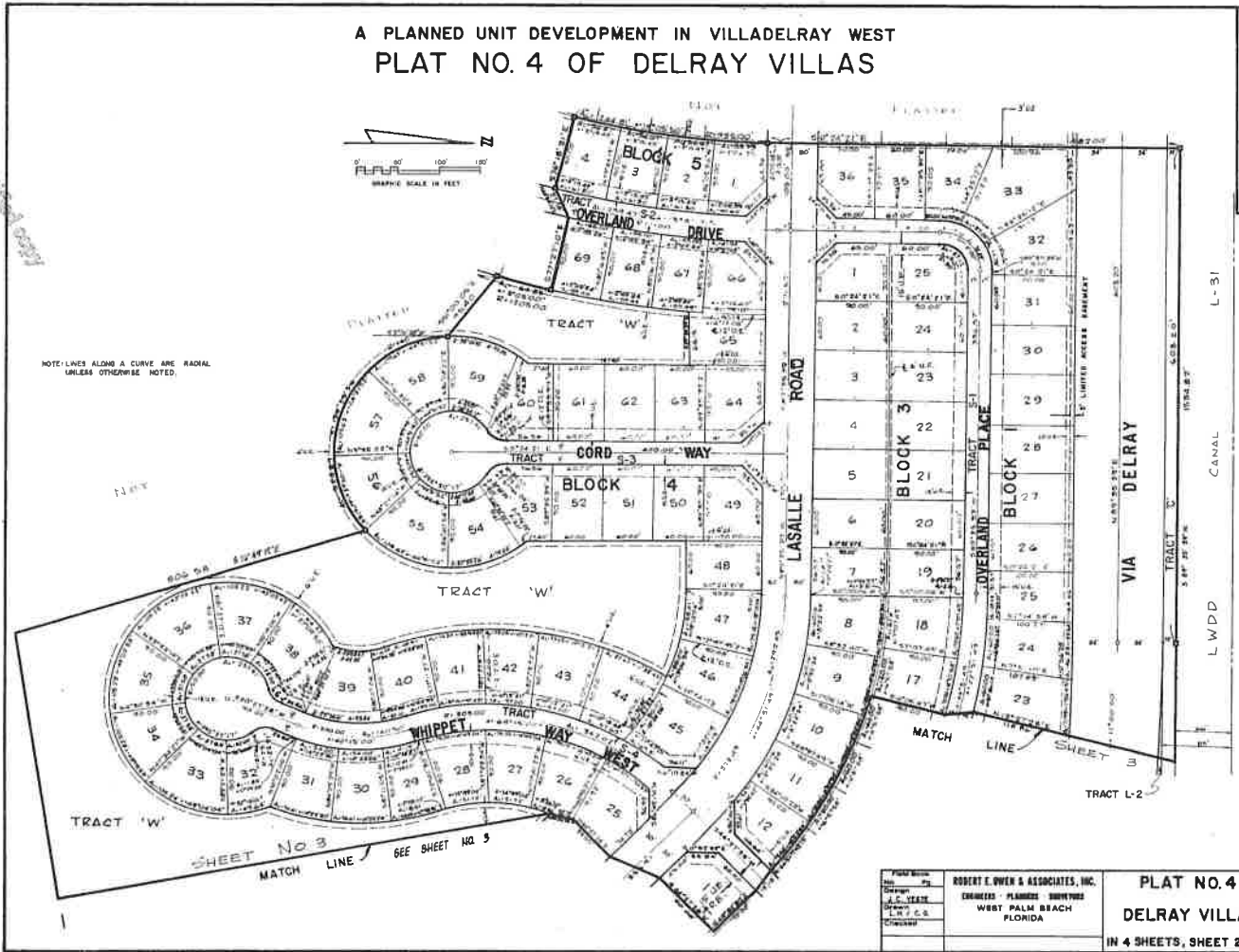
APPROVED AND ATTESTED: COUNTY ENGINEER.

APPROVED AND ATTESTED: COUNTY ENGINEER.

APPROVED AND ATTESTED: COUNTY ENGINEER.

A PLANNED UNIT DEVELOPMENT IN VILLADELRAY WEST
 PLAT NO. 4 OF DELRAY VILLAS

28

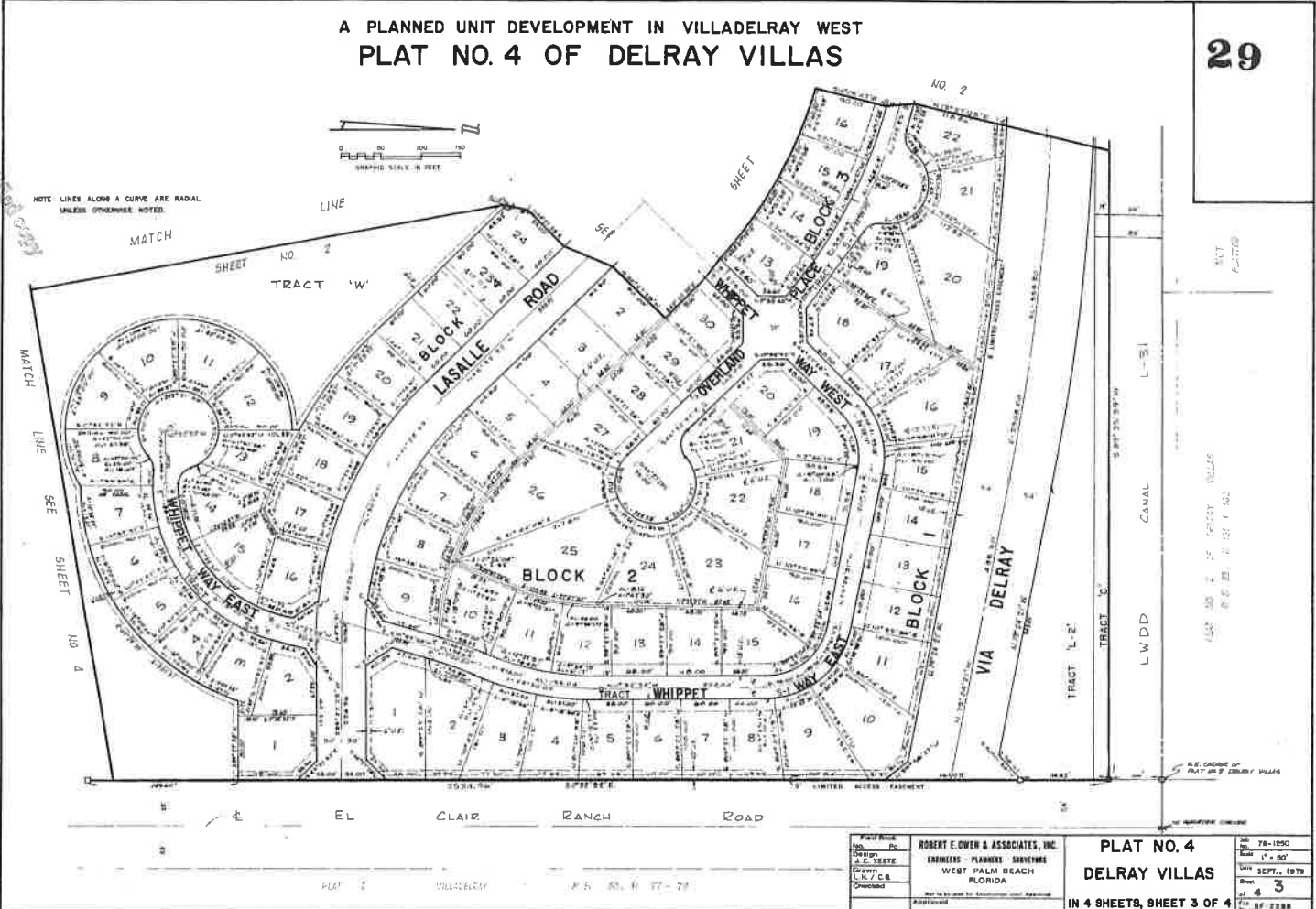


NOTE: LINES ALONG A CURVE ARE RADIAL UNLESS OTHERWISE NOTED.

PREPARED BY ROBERT E. OWEN & ASSOCIATES, INC. ENGINEERS - PLANNERS - SURVEYORS WEST PALM BEACH FLORIDA	PLAT NO. 4 DELRAY VILLAS IN 4 SHEETS, SHEET 2 OF 4	DATE 78-1180 SCALE 1" = 50' DRAWN SEPT. 1978 CHECKED 2 BY RW-2288
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A PLANNED UNIT DEVELOPMENT IN VILLAGELADELWAY WEST
 PLAT NO. 4 OF DELRAY VILLAS

29

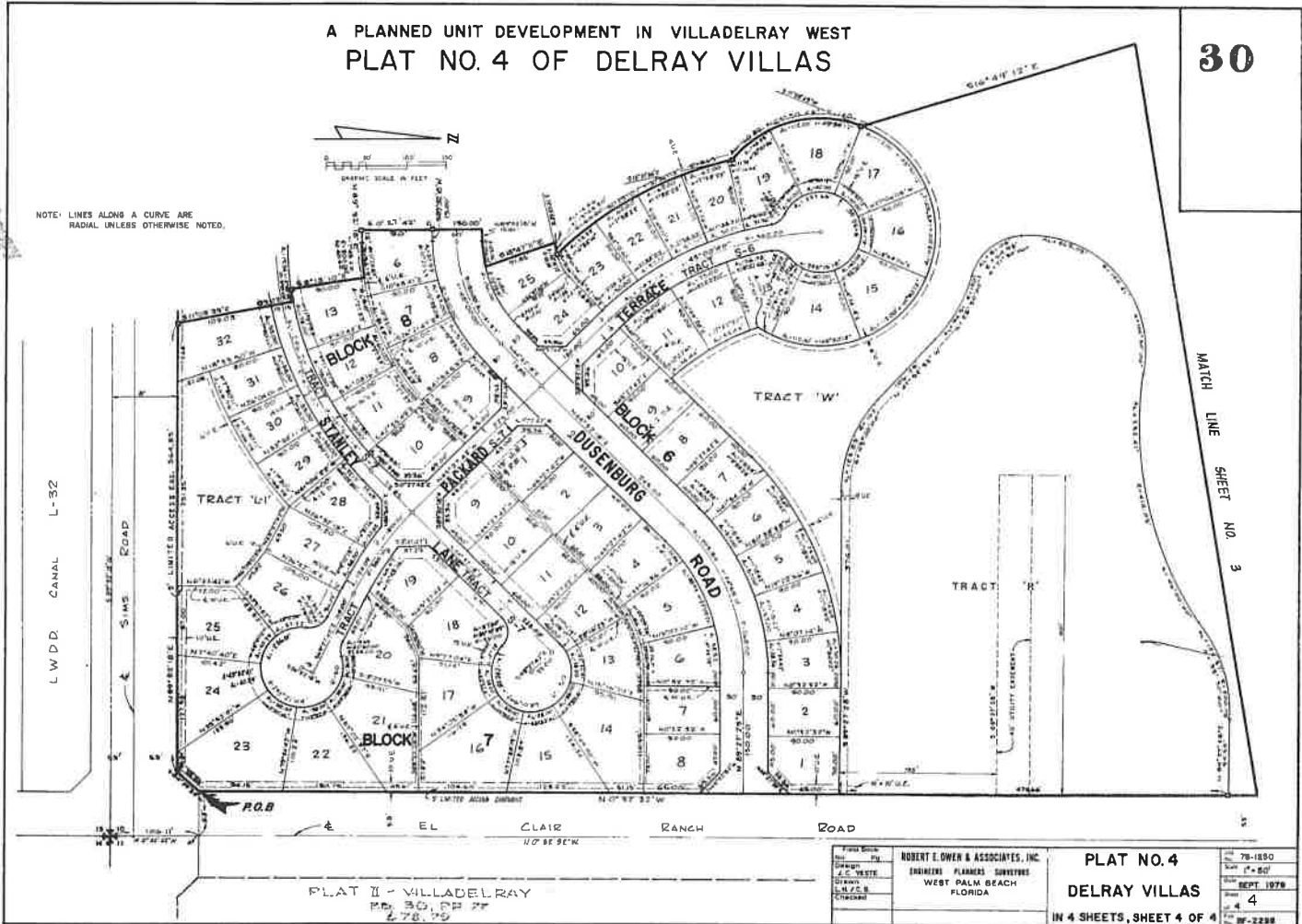


Field Book No. 78-1150	ROBERT E. OWEN & ASSOCIATES, INC.	PLAT NO. 4	78-1150
Design J. C. YERTE	ENGINEERS - PLANNERS - SURVEYORS	DELRAY VILLAS	Scale 1" = 50'
Checked L. R. / C. B.	WEST PALM BEACH FLORIDA		Date SEPT., 1970
			Sheet 4 of 3
			PLAT NO. 4 OF DELRAY VILLAS
			IN 4 SHEETS, SHEET 3 OF 4
			PLAT NO. 4 OF DELRAY VILLAS
			PLAT NO. 4 OF DELRAY VILLAS

A PLANNED UNIT DEVELOPMENT IN VILADELAY WEST
 PLAT NO. 4 OF DELRAY VILLAS

30

NOTE: LINES ALONG A CURVE ARE
 RADIAL UNLESS OTHERWISE NOTED.



PLAT II - VILADELAY
 PG. 30, 31, 32
 2-78-19

Drawn	J. C. WASTE
Checked	J. C. WASTE

ROBERT E. OWEN & ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 WEST PALM BEACH
 FLORIDA

PLAT NO. 4
 DELRAY VILLAS

IN 4 SHEETS, SHEET 4 OF 4

78-1850
SEPT 1978
4
87-2288

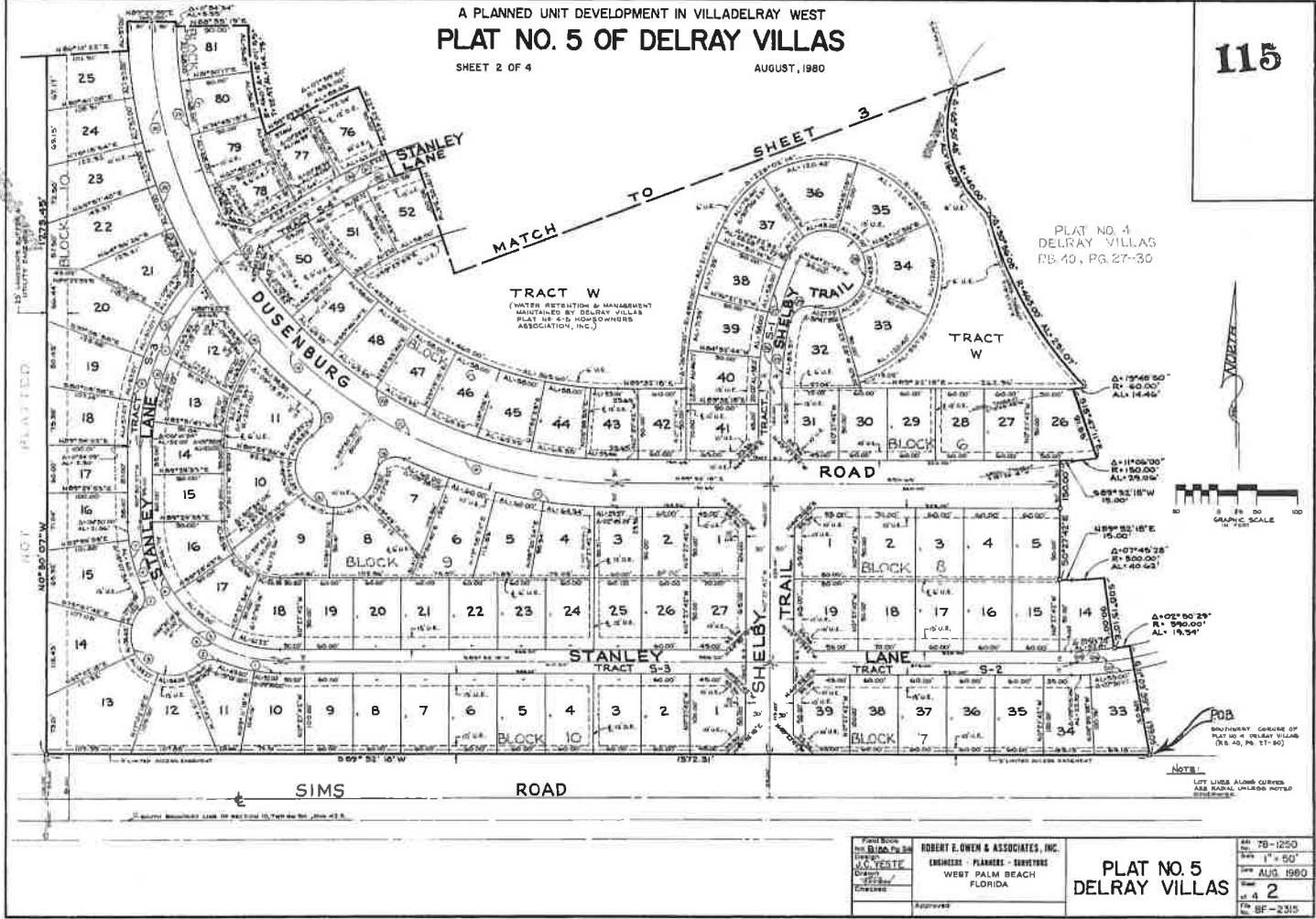
This is not a certified copy

A PLANNED UNIT DEVELOPMENT IN VILLAGELAY WEST
PLAT NO. 5 OF DELRAY VILLAS

SHEET 2 OF 4

AUGUST, 1980

115



PLAT NO. 4
 DELRAY VILLAS
 P.B. 40, PG. 27-30

TRACT W
 (WATER RETENTION & MANAGEMENT
 MAINTAINED BY DELRAY VILLAS
 PLAT NO. 5-D HOMEOWNERS
 ASSOCIATION, INC.)



$\Delta = 129'48.50"$
 $R = 60.00'$
 $AL = 14.45'$
 $\Delta = 116'58.00"$
 $R = 150.00'$
 $AL = 25.05'$
 $S = 89^\circ 52' 18" W$
 $18.00'$
 $N 89^\circ 52' 18" E$
 $15.00'$
 $\Delta = 107'45.28"$
 $R = 300.00'$
 $AL = 40.62'$
 $\Delta = 102' 50.29"$
 $R = 990.00'$
 $AL = 19.94'$

NOTE: LOT LINES ALONG CURVES ARE RADIAL UNLESS NOTED OTHERWISE.

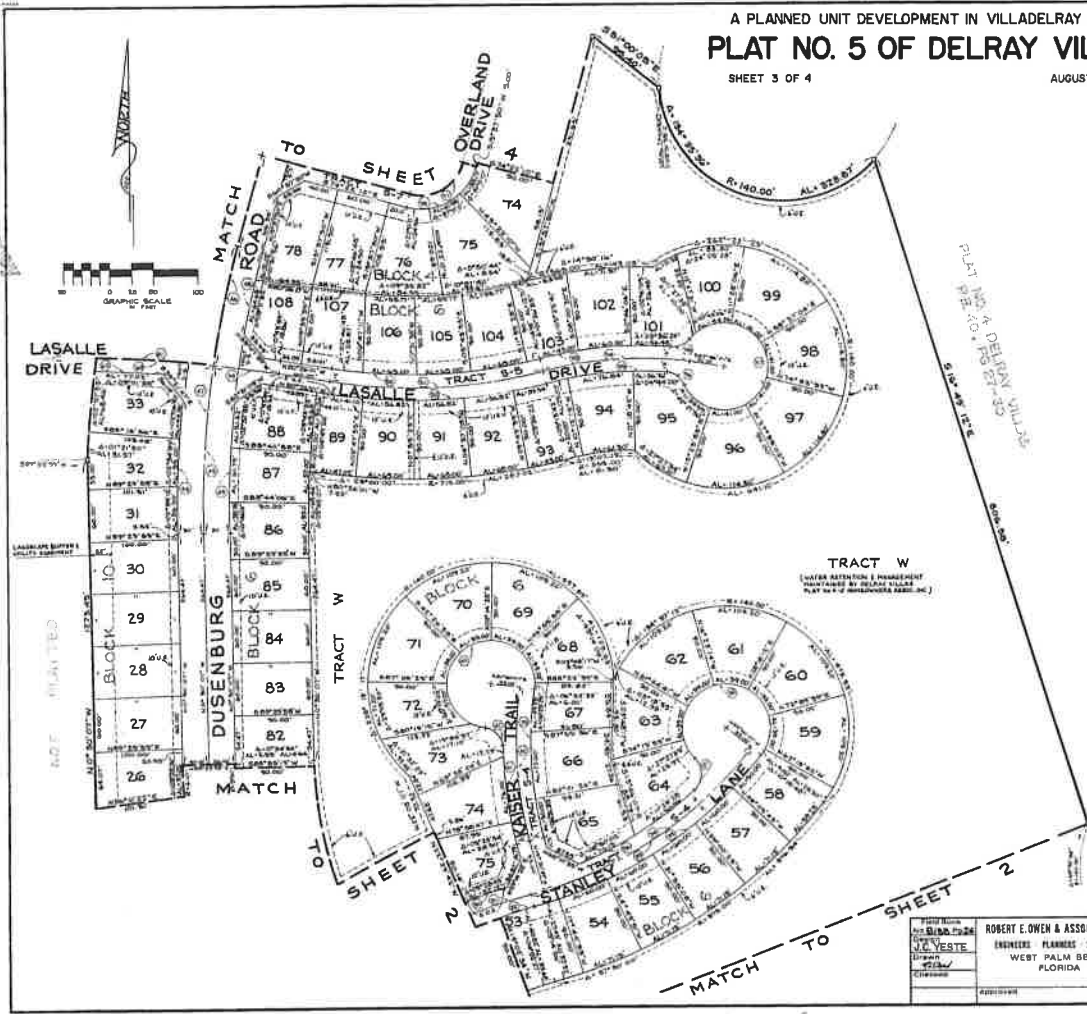
Field Book No. 1100, P. 31	ROBERT E. OWEN & ASSOCIATES, INC. ENGINEERS - PLANNERS - SURVEYORS WEST PALM BEACH FLORIDA	78-1250
DRAWN BY J.C. YOSTE		1" = 50'
CHECKED BY J.C. YOSTE		AUG 1980
DATE 8/1/80		2
APPROVED		BF-2315

A PLANNED UNIT DEVELOPMENT IN VILLAGELRAY WEST
PLAT NO. 5 OF DELRAY VILLAS

SHEET 3 OF 4

AUGUST, 1980

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DELAY VILLAS, PLAT NO. 5

Lot No.	Area	Volume	Area
1	247.1481	130.00	81.80
2	42.71.58	13.00	8.18
3	42.71.58	13.00	8.18
4	82.71.58	13.00	8.18
5	82.71.58	13.00	8.18
6	82.71.58	13.00	8.18
7	24.71.58	13.00	8.18
8	18.71.58	13.00	8.18
9	24.71.58	13.00	8.18
10	24.71.58	13.00	8.18
11	24.71.58	13.00	8.18
12	24.71.58	13.00	8.18
13	24.71.58	13.00	8.18
14	24.71.58	13.00	8.18
15	24.71.58	13.00	8.18
16	24.71.58	13.00	8.18
17	24.71.58	13.00	8.18
18	24.71.58	13.00	8.18
19	24.71.58	13.00	8.18
20	24.71.58	13.00	8.18
21	24.71.58	13.00	8.18
22	24.71.58	13.00	8.18
23	24.71.58	13.00	8.18
24	24.71.58	13.00	8.18
25	24.71.58	13.00	8.18
26	24.71.58	13.00	8.18
27	24.71.58	13.00	8.18
28	24.71.58	13.00	8.18
29	24.71.58	13.00	8.18
30	24.71.58	13.00	8.18
31	24.71.58	13.00	8.18
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39	24.71.58	13.00	8.18
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102	24.71.58	13.00	8.18
103	24.71.58	13.00	8.18
104	24.71.58	13.00	8.18
105	24.71.58	13.00	8.18
106	24.71.58	13.00	8.18
107	24.71.58	13.00	8.18
108	24.71.58	13.00	8.18

(COUNT OF SHEET 3)

Note: LOT LINES ALONG CURVES AND RADIAL UNLESS NOTED OTHERWISE.

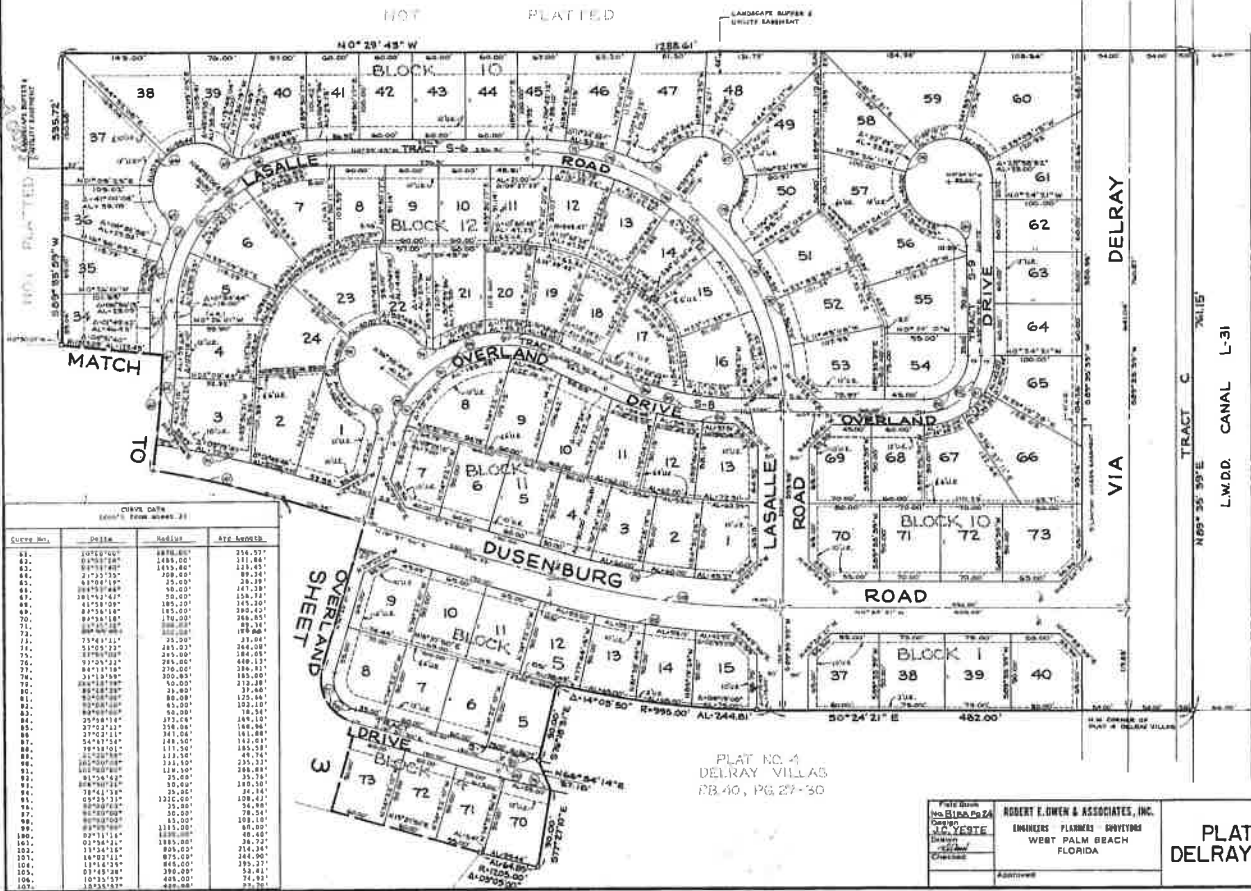
PREPARED BY J. G. YESTE LICENSED SURVEYOR WEST PALM BEACH, FLORIDA	ENGINEERS PLANNERS ARCHITECTS ROBERT E. OWEN & ASSOCIATES, INC. WEST PALM BEACH, FLORIDA	PLAT NO. 5 DELRAY VILLAS	78-1250 1" = 60' AUG 1980 4 3 BF-2315
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A PLANNED UNIT DEVELOPMENT IN VILADELRAY WEST
PLAT NO. 5 OF DELRAY VILLAS

SHEET 4 OF 4

AUGUST, 1980

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CURVE DATA

CURVE NO.	DATA	Radius	ARC LENGTH
61.	107°21'02"	888.00'	256.57'
62.	81°03'02"	145.00'	111.84'
63.	81°03'02"	145.00'	111.84'
64.	7°53'55"	258.00'	89.36'
65.	7°53'55"	258.00'	89.36'
66.	81°03'02"	145.00'	111.84'
67.	81°03'02"	145.00'	111.84'
68.	29°19'41"	320.00'	156.72'
69.	41°59'29"	185.00'	145.30'
70.	81°03'02"	145.00'	111.84'
71.	81°03'02"	145.00'	111.84'
72.	81°03'02"	145.00'	111.84'
73.	73°44'12"	210.00'	171.04'
74.	11°05'21"	240.00'	84.05'
75.	11°05'21"	240.00'	84.05'
76.	81°11'19"	210.00'	168.12'
77.	81°11'19"	210.00'	168.12'
78.	31°11'59"	300.00'	183.00'
79.	81°11'19"	210.00'	168.12'
80.	81°11'19"	210.00'	168.12'
81.	81°11'19"	210.00'	168.12'
82.	81°11'19"	210.00'	168.12'
83.	81°11'19"	210.00'	168.12'
84.	21°02'11"	340.00'	181.88'
85.	21°02'11"	340.00'	181.88'
86.	24°47'54"	240.00'	141.01'
87.	78°12'01"	111.50'	185.39'
88.	21°02'11"	340.00'	181.88'
89.	81°11'19"	210.00'	168.12'
90.	81°11'19"	210.00'	168.12'
91.	81°11'19"	210.00'	168.12'
92.	81°11'19"	210.00'	168.12'
93.	81°11'19"	210.00'	168.12'
94.	81°11'19"	210.00'	168.12'
95.	81°11'19"	210.00'	168.12'
96.	81°11'19"	210.00'	168.12'
97.	81°11'19"	210.00'	168.12'
98.	81°11'19"	210.00'	168.12'
99.	81°11'19"	210.00'	168.12'
100.	01°19'31"	185.00'	34.72'
101.	18°03'11"	875.00'	244.90'
102.	18°03'11"	875.00'	244.90'
103.	03°43'28"	280.00'	74.82'
104.	03°43'28"	280.00'	74.82'
105.	03°43'28"	280.00'	74.82'
106.	10°55'17"	428.00'	72.75'

PLAT NO. 5
DELRAY VILLAS

ROBERT F. OWEN & ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 WEST PALM BEACH
 FLORIDA

DATE: 78-1250
 SCALE: 1" = 50'
 DATE: AUG. 1980
 SHEET: 4
 OF: 4
 FILE: BF-2315