

ARTICLE VIII
MAINTENANCE, REPAIRS, ADDITIONS AND REPLACEMENTS

Section 1. Maintenance Obligations of Owners. Subject to the right of the Association to provide remedial maintenance as provided in this Declaration, it shall be the duty of each owner in the Property at his sole cost and expense, subject to the provision so this Declaration regarding Committee approval, to maintain, repair, replace and restore the Lots and Units thereon as may be subject to their respective control or jurisdiction in a neat, sanitary and attractive condition subject to reasonable rules and regulations of the Board. Such maintenance duty shall also extend to swale areas serving Lots (i.e., between the boundary line of a Lot and the paving of an adjacent street), notwithstanding that same may be part of the Common Properties. In the event that any portion of the Lots or Units fall into disrepair, or it's not so maintained as to thereby create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration or rules and regulations promulgated by the Board as may be amended from time to time, the Committee or the Association shall have the right, but not the duty, upon fifteen (15) days prior written notice, except in cases of emergency, in which event, the aforesaid notice shall be dispensed with, to correct such condition and to enter upon such Lot to make such repairs, replacement or to perform such maintenance, and the cost thereof shall be charged to the appropriate Owner said cost shall be a Special Assessment and shall create a lien upon all the affected Lots enforceable in the same manner as other assessments as set forth in this Declaration. The Owners of such Lots shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by each such owner. Owners shall also be obligated to maintain their yards and lawn in a neat and clean fashion, and in the event they fail to do so, the Committee or the Association may do so, upon ten (10) days prior notice to the Owner. Any amount expended by the Association or committee in such yard maintenance shall be a Special Assessment to be levied against the negligent Owner and his Lot. Owners shall also be obligated to operate, maintain, repair and replace the light fixtures on the front of their garages as originally installed, which obligations shall include the cost of electricity consumed by their illumination.

Section 2. Maintenance Repairs, Additions and Replacement by the Association. Subject to the provisions of Section 1 of this Article, the Association shall maintain, or provide for the maintenance and repair of, all of the Common Properties and all Improvements thereon, including Recreational Facilities, commonly metered utilities, the interior and exterior of the recreation building, and any and all utility facilities and buildings on the Common Properties. In addition, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants and grass and other vegetation which are on the Common Properties including, but not limited to, the land located outside the perimeter walls and fences along public rights of ways. All of the foregoing obligations of the Association shall be discharged when in such manner as the Board shall determine in its judgment to be appropriate. Notwithstanding anything to the contrary herein contained, the Association's landscaping and gardening obligations shall not extend to all portions of Lots visible from the street immediately to the front and sides of each Lot, where applicable, including, without limitation, all landscaped portions of Lots lying outside the privacy walls of Units, if any, and the owners of such Lots shall be responsible to maintain same. Any additional cost attributable to a Lot due to extraordinary landscaping or other factors not affecting Lots in the Property generally may at the option of the Board be charged to the Owner of such Lot as a Special Assessment. Without limiting the generality of the foregoing, the Association shall continuously maintain the surface water management system serving the Property in accordance with the permit (including conditions) for same. If said permit requires any wetlands mitigation monitoring by the Association, then it shall do so as to complete the mitigation task successfully.

Section 3. Repair of Damage. The Owner of any Unit that has suffered damage shall apply to the Committee for Application for reconstruction, rebuilding or repair of the Improvements therein. Application for such approval shall be made in writing, together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The Committee shall grant such approval only if upon completion of the work, the exterior appearance and design will be substantially similar to that which existed prior to the date of the damage. Failure of the Committee to act within thirty (30) days after receipt of such request in writing, together with all information and documentation requested by the Committee, including without limitation, the drawings and plat plans showing the full and complete nature of the proposed changes, shall constitute approval thereof. If the obligation for repair falls upon the Association, Committee approval will not be required prior to the commencement of such work.

ARTICLE IX
USE RESTRICTIONS

All real property comprising the Property shall be held, used, and enjoyed subject to the following limitations and restrictions. Each of the Use Restrictions stated hereinafter may be regulated, enforced, or waived by the Association, through its Board or its designees. The use restrictions are as follows:

Section 1. Nuisance. No noxious or offensive activity shall be carried on in any buildings, improvements, Unit, Lot or Common Properties located in the Property nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No loud noises or noxious odors shall be permitted in any such buildings, Improvements, Unit, Lot or on the Common Properties, and the Board shall have the right to determine in accordance with the By-Laws if any noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles, or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of such buildings, Improvements, Unit, Lot or Common Properties, or be exposed to the view of other owners, without the prior written approval of the Board.

Section 2. No Signs or Flags. No signs, posters, displays, billboards, or other advertising devices or flags (other than one (1) American flag of reasonable size and in good condition) of any kind, including, but not limited to, "for rent", or "for sale" signs, shall be displayed to the public view on any portion of a Lot or Unit and/or the Common Properties without the written approval of the Committee.

Section 3. Automobiles, Commercial Vehicles and Boats. Except as provided below, no commercial truck, commercial van, bus, boat, recreational vehicle, mobile home, motor home, camper, trailer, motorcycle or similar vehicle may be kept overnight on the Property (the "Prohibited Vehicles") unless totally enclosed in a garage and not visible from the outside or in the case of boats only, in the designated boat storage area designated on the Plat, subject to the Association's rules and regulations. Prohibited Vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, rather than

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USE RESTRICTIONS

(continued)

equipment or goods, or (ii) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise, or (iii) containing tool racks, saddle racks, or other elements of a commercial nature. Any vehicle the state registration for which contains a designation of the type of vehicle as anything other than "Automobile" shall be presumed to be prohibited hereunder, which presumption may be rebutted by substantial proof. No vehicles shall be repaired within or on the Property. No vehicle shall be left within the Property for more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices. Except as provided below, no boat or watercraft shall be stored overnight on the Property, unless totally enclosed in a garage and not visible from the outside; in no case may boats or watercraft be stored in driveways or yards, including backyards.

Section 4. Parking and Vehicular Restrictions. Parking on the Property shall be restricted to garages and the parking apron/driveway appurtenant to each Unit and in no other place, specifically, the swale areas, unless specifically designated for parking on the Plat or by the Board. No boats, on or off trailers, may be parked on any part of the Property except within an enclosed garage or a permitted dock. No vehicles, including service vehicles, shall be permitted to park on streets overnight. The prohibition of parking certain vehicles shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services, and contractors working on the Association's behalf carrying out work required to maintain the common properties. All vehicles permitted to be parked anywhere in the community must be in good working order, capable of self-propulsion, and properly licensed and insured.

Section 5. Agents of Association. No owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association, unless such person is an officer or director of the Association acting within their scope of authority, or a person appointed by the Board.

Section 6. Animal Restriction. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on the Property. No dog, cat or other pet may remain loose (unleashed) on the Property and such pets may be walked only in the yard appurtenant to each Unit and not on the Common Properties unless the Board appropriates a portion of same for this purpose in the future. All Owners of pets shall be responsible for cleaning up any excretions of their pets. Pets shall be limited to either two (2) dogs, two (2) cats or one (1) of each. Notwithstanding the foregoing to the contrary, Association may waive this provision in order to initially permit a pet that is otherwise not permitted hereunder to be kept upon the Property. However, once such nonconforming pet(s) dies, it can only be replaced with an animal complying with the provisions hereof.

Section 7. Trash. No rubbish, trash, garbage or other waste or recyclable material shall be kept or permitted on the Property except in containers located in appropriate areas or in plastic bags, and no odor shall be permitted to arise therefrom, so as to render the Property or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof, or to its occupants. No clothing or household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed area appropriately screened from view. Trash containers and plastic bags containing trash shall be permitted to be placed on the front of any Unit abutting the Common Properties or the streets only on the evening before scheduled day for trash removal, and same must be removed on the same day as trash removal and placed on the Lot Owner's property hidden from view from the Common Areas.

Section 8. Temporary Building; Further Parking Limitations. Except as expressly provided hereby, no outbuilding, basement, tent, shack, shed, or other temporary building or improvements of any kind shall be placed upon any portion of the Property either temporarily or permanently. No trailer, camper, motor home or recreation vehicle or boat shall be used as a residence, either temporarily or permanently. None of the foregoing shall be allowed to be parked in any guest parking space. The only basketball sets that may be allowed at the approval of the Association will be temporary movable type, and must be kept by the garage door or driveway area and are not allowed to be placed on sidewalks or on driveway aprons. Patio and lawn furniture must be placed in the backyards of lots and maintained in good condition.

Section 9. Outside Installations. No external radio or antenna, television antenna, satellite receiving dish or other antenna of any type shall be erected or maintained in the Units or elsewhere in the Property if a master antenna or antennae, or cable television antenna or antennae, is provided or made available for the use of Owners, and Association may grant and hereby reserves assessments for such purposes. However, if federal or state laws or rules do not permit a prohibition of all or any of the aforesaid equipment, then same shall be permitted to the extent required by such laws or rules but may be reasonably regulated by the Association by duly adopted rules.

Section 10. Insurance Rates. Nothing shall be done or kept on the Common Properties or Lots which will increase the rate of insurance of any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the buildings, Lots, or on the Common Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of law.

Section 11. Garages. Garages shall only be used for the storage of automobiles and other uses authorized by Section 3 hereof, and shall not be permanently enclosed or converted to other uses. Garage doors shall be kept in the closed position except when vehicles are entering or leaving or the garage is otherwise being reasonably used or cleaned.

Section 12. Sprinkler System. Time clocks shall be installed on all underground sprinkler systems and shall be operated at such times as the Board or governmental agencies may determine necessary.

Section 13. Mailboxes. The design, size and type of mailbox shall be approved in advance solely by the Committee.

Section 14. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless reasonably screened from view.

Section 15. Alarms. An owner may install an audible security alarm only with the prior written approval of the Association.

ARTICLE IX
USE RESTRICTIONS
(continued)

Section 16. Underground Wires. All electrical conduits and hook-ups shall be kept underground. No overhead wires, poles or overhead facilities of any kind for electrical, telephone or TV service will be permitted.

Section 17. Tennis Courts. Tennis courts or other similar racquet sport courts shall not be permitted on any Lot.

Section 18. Common Properties Facilities. Nothing shall be added, altered, maintained or constructed in or removed by any Owner from the Common Properties except upon the written consent of the Association.

Section 19. Rules and Regulations. There are current Rules of the Association; provided, however, the Association may adopt additional reasonable rules and regulations, or amend or eliminate those operative from time to time, pertaining to the use and maintenance of the Property, including rules and regulations relating to any of the Common Properties.

Section 20. Fences. Fences, shall not be erected, removed or maintained upon any Lot except as approved by the Board in its sole discretion and/or as dictated by applicable governmental agencies. All fences, if permitted by the Committee, must be kept in good repair. If fences are permitted, the Committee may, in its discretion, require parallel shrubbery to camouflage the presence of such fence. There shall be no fences erected within maintenance easement areas identified on the Plat. Houses on Water: white PVC fence can be a maximum of 6 feet high from the front edge of the house extending out ten feet from the rear edge of the house. The height MUST then drop to four feet high and it MUST stop at the end of the Owners property line. It cannot extend past the Owners property line. Houses on Delray Lakes Drive: A white PVC fence can be a maximum of 6 feet high from the front edge of the house to the Lake Ida wall. The Association will at all times have an easement to maintain the Lake Ida Wall as needed.

Section 21. Solicitation. There shall be no solicitation by any person anywhere in the Property for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board or by law.

Section 23. Boat Ramp. The Owners' will have access to the boat ramp on the Common Properties (as indicated in the Plat) to provide said Owners access to Lake Ida shall be restricted and prohibited during the hours between 10:00 P.M. and 6:00 A.M. The parking area across from the Boat Storage Area is designated strictly for vehicles that are using the boat ramp between those hours only.

Section 24. Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as:

- (a) the existence or operation of the business activity is not readily apparent or detectable by sight, sound or smell from outside the Lot;
- (b) the business activity conforms to all zoning requirements and other applicable governmental regulations for the Property;
- (c) the business activity does not involve persons coming on to the Property who do not reside in the Property or door-to-door solicitation of residents within the Property; and
- (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade" as used in this Section 23 shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether
 - (i) such activity is engaged in full or part time;
 - (ii) such activity is intended to or does generate a profit; or
 - (iii) a license is required therefor.

Section 25. Leasing a Lot. Lots shall not be leased without the prior written approval of the Association, as provided in Article XIX. Notwithstanding the lease of an Owner's Lot, the liabilities and obligations of the Owner created hereunder, including the Rules, shall continue unabated.

Section 26. Inner Lake. In addition to all applicable restrictions, laws and ordinances imposed by applicable governmental or quasi-governmental authorities from time to time, there shall be no swimming, motorized boating, or dumping of any materials whatsoever (whether organic or otherwise) within the inner lake on the Property. No docks or other structures shall be constructed or placed on, near or appurtenant to said inner lake. The Board shall have the right to promulgate Rules, from time to time, further restricting the use of the inner lake as the Board deems necessary or desirable in its sole discretion.

Section 27. Park. In addition to all applicable restrictions, laws and ordinances imposed by applicable governmental or quasi-governmental authorities from time to time, there shall be no dumping, littering, barbecuing or other cooking within the park area located within the Property. Such area is for use as a passive park only and shall be used only for proper purposes in connection therewith. The Board shall have the right to promulgate Rules, from time to time, further restricting the use of the park as the Board deems necessary or desirable in its sole discretion.



**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR DELRAY LAKES HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Restrictions, and Easements for Delray Lakes was duly recorded in Official Record Book 9664, at Pages 1763-1824, of the Public Records of Palm Beach County Florida; and

WHEREAS, an Amended and Restated Declaration of Covenants, Restrictions, and Easements for Delray Lakes was recorded on May 30, 2008, in Official Recors Book 22667 at Pages 1938-1965, of the Public Records of Palm Beach County Florida, and

WHEREAS, at a duly called and noticed Meeting of the Board of Directors of Delray Lakes Homeowners Association, Inc., a Florida not for profit corporation, at which a quorum was present, a Resolution to adopt two amendments to the Amended and Restated Declaration of Covenants, Restrictions, and Easements for Delray Lakes Homeowners Association, Inc., was passed pursuant to the provision of the By-Laws; and

WHEREAS, on May 17, 2014, at a duly called and noticed speical Meeting of the Members of Delray Lakes Homeowners Association, Inc., a Florida not for profit corporation, at which a quorum was present, the required number of voting interests voed to approve the two Amendments, together with the required number of written consents and approvals of the voting interests; and

WHEREAS, this Instrument sets for the two Amendments to the Amended and Restated Declaration of Covenants, Restrictions, and Easements for Delray Lakes Homeowners Association, Inc., adopted by the board and approved by the required nuber of voting interests of the Association.

NOW, THEREFORE, the undersigned hereby certify that the following is the Amendment to the Amended and Restated Declaration of Covenants, Restrictions, and Easements for Delray Lakes Homeowners Association, Inc., shall become effective immediately and and supercede the previous Declaration of Covenants, Restrictions, and Easements for Delray Lakes Homeowners Association, Inc., as a covenant that runs with the lands described in Exhibit "A-3," which is attached hereto and made a part hereof.

FILE NUM 20140257129 OR BOOK PAGE 259120553 DATE: 07/11/2014 10:50:44 P 08 0000 - 555 (3pgs)
STATION R. BASH, CLERK & COMPTROLLER

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS, AND EASEMENTS FOR DELRAY LAKES
HOMEOWNERS ASSOCIATION, INC**

(ADDITIONS INDICATED BY **BOLD** and UNDERLINING,
DELETIONS INDICATED BY STRIKING-THROUGH ("---"))

Article XIX LEASES

Section 2. Approval By Association.

(a) Notice. An Owner intending to make a bona fide lease of his Lot/Unit or any interest therein, shall give to the Association written notice of such intention, together with the name and address of the proposed lessee, as well as any other information concerning the intended lessee as the Association may reasonably require. **No Lot/Unit may be leased until after the Owner has resided on the premises for a minimum of one (1) year. The Association shall reject any written notice from an Owner of intention to lease unless the Owner provides proof of satisfaction of this one (1) year residency requirement. Any lease entered into by an Owner without having satisfied this one (1) year residency requirement shall be deemed disapproved without further notice from the Association.**

Section 2. Approval By Association.

(c) Application Form. The Association is vested with the authority to prescribe an application form which may require specific personal, financial, social and other data relating to the intended purchaser/lessee in order to enable the Association to responsibly investigate the intended purchaser/lessee within the time limits extended to the Association for that purpose. The application shall be completed and submitted as an integral part of the notice required herein. In as much as Lots/Units may be used only for residential purposes and a corporation may not occupy a Lot for such use; if an Owner, purchaser, or lessee of a Lot is a corporation, the approval of ownership or possession may be conditioned by requiring that all persons occupying the Lot be approved individually by the Association.

A reasonable fee set by the Board of Directors in the current amount of ~~Fifty and no/100 Dollars (\$50.00)~~ **One Hundred and no/100 Dollars (\$100.00)** for leasing and One Hundred and no/100 Dollars (\$100.00) for sale, and as changed by the Board in its discretion from time to time, may be charged to the Owner for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matters associated with the transfer. **The Board of Directors shall issue its approval or disapproval of the application within ten (10) business days of receipt of an application, and t**~~t~~The time limits for approval and/or disapproval by the Association shall not commence until any such fee is paid in full.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 29th day of May 2014.

DELRAY LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit Corporation.

Kristal Monroy
Witness
Kristal Monroy
Printed Name of Witness

Michael Patacca
By: Michael Patacca, President

Suzanne Ricozzi
Witness
Suzanne Ricozzi
Printed Name of Witness

Bradley Cubbage
Witness
Bradley Cubbage
Printed Name of Witness

Attest: Kathleen Coyle
By: Kathleen Coyle, Secretary

Eva Arzadone
Witness
Eva Arzadone
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to and subscribed before me this 29th day of May 2014 by Michael Patacca, President, Delray Lakes Homeowners Association, Inc., and Kathleen Coyle, Secretary, Delray Lakes Homeowners Association, Inc., who are personally known to me or produced _____ as identification and who did take an oath.

My Commission Expires: 2/9/2016

Michael Ricozzi
Notary Public



MICHAEL RICOZZI
MY COMMISSION # EE 162868
EXPIRES: February 9, 2016
Bonded Thru Budget Notary Services