

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR DELRAY VILLAS RECREATION ASSOCIATION
(FORMERLY KNOWN AS VILLADELRAY WEST PLANNED UNIT DEVELOPMENT)
PALM BEACH COUNTY, FLORIDA

DECLARATION made this ___ day of _____, A.D. _____ by ~~CAMPANELLI INDUSTRIES, INC., a Delaware corporation authorized to do business in the State of Florida (herein called "Declarant").~~ This Amended and Restated Declaration is hereby made by the Delray Villas Recreation Association, Inc., and its members, pursuant to Article VIII, Section 5 of this Declaration. The original Declaration of Covenants and Restrictions was recorded on February 25, 1981 in Official Records Book 3470, at Page 36, in the Public Records of Palm Beach County, Florida.

WITNESSETH:

WHEREAS, ~~Declarant was or~~ Association is the Owner of those certain properties in the County of Palm Beach, State of Florida, legally described on Exhibit "B" attached hereto and made a part hereof (herein "The Property"); and

WHEREAS, said Property consisting of 276 acres more or less, was zoned as Villadelray West Planned Unit Development (herein "Development") pursuant to Palm Beach County Board of Commissioners Resolution #R-75-863; and

~~WHEREAS, Declarant platted portions of the property as Plat Nos. 1, 2, 3 and 4 of Delray Villas, said plats respectively recorded in Plat Book 37, at Page 4; Plat Book 33, at page 161; Plat Book 39, Page 718, and Plat Book 40, at Page 27, all of the Public Records of Palm Beach County, Florida; and~~

~~WHEREAS, Developer has developed or is in the process of developing said Plat Nos. 1, 2, 3 and 4 of Delray Villas by the making of certain sub-division improvements thereto and by the constructing of residential units on the respective lots therein, and plans to plat and develop the remaining property as Plat Nos. 5 and 6 of Delray Villas; (all platted Lots in the property to be improved by the construction of a residential unit thereon are collectively herein referred to as the "Residential Property"); and~~

WHEREAS, ~~Declarant plans to develop~~ Tract "R" of Plat No. 4 of Delray Villas (herein "Recreation Property") ~~by construction of a recreation facility thereon~~ was constructed for use in common by all of the Owners of improved Lots in said Plat Nos. 1 through 5 ~~6~~ inclusive; and

~~WHEREAS, Declarant has recorded certain covenants and restrictions affecting the property in each of the aforementioned recorded plats and plans to place similar covenants and restrictions of record affecting future plats; and~~

WHEREAS, sheet 1 of Exhibit "A" attached hereto to the original Declaration shows the

location of the property and the portions thereof platted or proposed to be platted as Plat Nos. 1 through 5 ~~6~~ of Delray Villas inclusive.;

WHEREAS, the Association now seeks to amend and restate this Declaration, along with the By-Laws and Articles of Incorporation of the Association, and all such amended and restated governing documents shall supersede any and all previously recorded governing documents;

NOW THEREFORE, Declarant Association hereby declares that the Property, including Tract "R" of Plat No. 4 of Delray Villas shall be ~~held, sold and conveyed~~ subject to the following easements, restrictions, covenants and conditions, (sometimes herein collectively called the "covenants and restrictions"), which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on all parties having any rights, title or interest in and to the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

The following terms, whenever used in this Declaration (unless the context prohibits) shall have the meanings ascribed thereto:

~~(a) — "Recreation Association" shall mean and refer to the Leisureville Delray Recreation Association, Inc., a Florida corporation not for profit, which is to be incorporated.~~

~~(b) — "Member" shall mean and refer to all those persons or entities who are members of the Association as provided in Article III Section 1, hereof.~~

~~(c) — "Lot" shall mean and refer to any residential Lot shown on the respective plats of Plat Nos. 1 through 5 ~~6~~ inclusive of Delray Villas. The term "Lot" shall also mean and refer to any residential condominium unit constructed on residential property.~~

~~(d) — "Improved Lot" shall mean and refer to a lot upon which there has been constructed a residential unit for which a valid certificate of occupancy has been issued by applicable governmental authorities.~~

~~(e) — "Residential Unit" or "Unit" shall mean and refer to any residential dwelling intended for occupancy by a single family constructed on the Residential Property.~~

~~(f) — "Unit Owner" or "Lot Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Improved Lot, but excluding persons having such interest merely as security for the performance of an obligation.~~

~~(g) — "Declarant" shall mean and refer to Campanelli Industries, Inc., a Delaware corporation, its successor or assigns.~~

~~(h) — "Developer" shall mean and refer to Campanelli Industries, Inc., a Delaware corporation, its successor or assigns.~~

1. "Assessments" means a share of the funds required for the payment of common expenses of the Association levied against individual unit owners.

2. "Special Assessments" means assessments levied against unit owners by the Association for necessary funds limited to Capital Improvements.

3. "Articles and By-Laws" as used herein means Articles of Incorporation and By-Laws, respectively, of the Delray Villas Recreation Association, as amended from time to time.

4. "Association" or "Recreation Association" means The Delray Villas Recreation Association, Inc. A Florida not for profit corporation governed at all times by provisions of Chapters 617 and 720, Florida Statutes, as may be amended from time to time.

5. "Board" means The Board of Directors responsible for the administration of the Association.

6. "Chapter 720" means Chapter 720, Florida Statutes, as may be amended from time to time which is incorporated into this Declaration. It is the intent to incorporate future amendments to The Homeowners Association Act, which is set forth at Chapter 720, Florida Statutes.

7. "Committee" means any committee appointed by the Board of Directors to perform those duties as the Board may lawfully delegate in accordance with the Association's By-Laws.

8. "Declarant", and all references to the Declarant contained within this Declaration, or the By-Laws or Articles of Incorporation, including, but not limited to, all of the rights of such Declarant shall be removed from this Declaration in their entirety and shall have no further effect as of the recording date of this amendment. Any and all such rights of Declarant shall inure to the benefit of the Association.

9. "Declaration" means this Declaration as amended from time to time.

10. "Developer", and all references to the Developer contained within this Declaration, or the By-Laws or Articles of Incorporation, including, but not limited to, all of the rights of such Developer shall be removed from this Declaration in their entirety and shall have no further effect as of the recording date of this amendment. Any and all such rights of Developer shall inure to the benefit of the Association.

11. "Easement" means a right held by one person or entity to some limited use of land owned by another.

12. "Guest" means any person who is not an owner or a lessee of a home or a member of the owner's or lessee's immediate family who at the invitation of the owner or other legally permitted occupant is allowed entry and use of Association facilities.

13. "Governing Documents" means and includes this Declaration, the Articles and By-Laws and all recorded exhibits thereto, as amended from time to time.

14. "Home or Residence" means a residential house unit that has been constructed on a Lot for residential use.

15. "Improved Lot" shall mean a Lot upon which there has been constructed a residential

unit for which a valid certificate of occupancy has been issued by applicable governmental authority.

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

17. "Lot" means a subdivided section of land for residential use with fee simple title to each Lot upon which a residential home has been constructed having been conveyed to an owner for use as a residential homesite. The Lots may be depicted and numbered on surveys as recorded in the Public Records of Palm Beach County, Florida.

18. "Members" means and refers to those persons who are entitled to membership in the Association as provided in Article III, Section 1, thereof.

19. "Plat" means section or grouping of Delray Villas residential units having independent HOA (Homeowners Association) governing boards. There are five (5) Plats making up Delray Villas, namely Plats No. 1, 2, 3, 4 and 5.

20. "Plat Association" shall mean any one of the Homeowners Associations that governs a section or grouping of Delray Villas residential Units having an independent HOA governing Board. For clarification, although there are five (5) Plats, there are only four (4) Plat Associations, namely Delray Villas Plat No. 1 Association, Inc., Delray Villas Plat No. 2 Association, Inc., Delray Villas Plat No. 3 Association, Inc., and Delray Villas Plat No. 4/5 Association, Inc.

21. "Recreation Association Property" means property, tract "R" of Plat 4 of Delray Villas and all improvements constructed for use in common by all unit owners of Delray Villas.

22. "Residential Unit" or "Unit" shall mean and refers to any residential dwelling intended for occupancy by a single family constructed or residential property.

23. "Unit Owners" means owner of a Lot on which has been constructed a residential unit with a valid Certificate of Occupancy.

ARTICLE II

Property Rights in the RecreationProperty

Section 1. Members' Easements. Each member of the Association and each tenant, agent and invitee of such member shall have a permanent and perpetual easement for the use of the Recreation Property in common with all other members of the Association, their tenants, agents and invitees, subject to the following:

(a) The right and duty of the Association to levy assessments against each Unit Owner for the purpose of maintaining, operating and improving the Recreation Property in compliance with the provisions of this Declaration.

(b) The right of the Association to suspend the voting rights and right to use the Recreation Property by any Unit Owner for any period during which any assessment, or other monetary

obligation owed to the Association, against said Unit Owner remains unpaid for more than ninety (90) days, or as otherwise allowed pursuant to Florida law as amended from time to time; and for a period not to exceed ~~sixty (60)~~ ninety (90) days for any infraction of this Declaration, or any of its lawfully adopted and published rules and regulations, as same may be amended from time to time.

(c) The right of the Association to charge reasonable admission and other fees for the use of any facilities located on the Recreation Property, for events approved by the Recreation Association.

(d) The right of the Association to adopt and enforce rules and regulations governing the use of the Recreation Property.

(e) The right of the Association to restrict or further limit the number of guests, invitees or other third parties brought to the Recreation Property by a member ~~of members~~.

Section 2. Easements Appurtenant. The easement provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Unit.

Section 3. Utility Easements. The Recreation Property shall be subject to public utility easements serving the Residential Lots.

Section 4. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Recreation Property for the purpose of providing the aforesaid public services.

Section 5. Reservation of Easements and Other Rights to Association Developer. ~~Developer~~ Association further by these presents does hereby save and reserve unto itself, its successor and assigns, the right to give and grant such easements over, under and upon the recreation property, as may be needed or required, in the sole opinion of Association Developer, for use in connection with the development by Association Developer of its or others adjoining properties, including but not limited to easements for various utilities, drainage facilities, irrigation facilities including pumps and distribution lines.

~~Developer shall have an easement of access with respect to the Recreation Property for the purpose of displaying same to prospective purchasers of Units.~~

~~Section 6. Ownership. When title to 90% of all units to be constructed on the Residential Properties has been conveyed to purchasers thereof, or on December 31, 1985, whichever first occurs, or sooner at the option of the owner of the Recreation Property, said owner shall convey and transfer the fee simple title to the Recreation Property to the Association, and the Association shall accept such conveyance. At any time prior to such transfer of title, the owner of the Recreation Property shall have the right to construct thereon facilities for the use of the members, and to encumber said Property with a mortgage(s) to finance said construction (provided, however, that prior to or at the time of transfer of title to the Association, the mortgagor shall pay and satisfy said mortgages.~~

Section ~~7~~6. Use Restrictions. The Recreation Property may be used only for its intended purposes. Effective upon the recording date of this amendment, smoking shall be prohibited everywhere on the Recreation Association property, including all indoor and outdoor Recreation Buildings, except in places designated by the Board of Directors. Smoking shall include the

inhaling, exhaling, breathing, carrying or possessing of any lighted cigarette, cigar, pipe or other product containing any amount of tobacco, or other similar heated or lit product, including any electronic device (i.e., vaping).

ARTICLE III

Membership and Voting Rights In the Recreation Association

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot in the Residential Property, except as hereinafter provided, shall be a member of the Recreation Association. Lot Owners of lots in Plat Nos. 1, 2, 3, and 4, and 5 of Delray Villas become members of the Recreation Association by virtue of the acceptance of their respective deeds and have agreed that their respective improved Lots shall be subject to this Declaration of Covenants, Conditions and Restrictions. ~~Lot Owners of improved Lots in Plat No. 2 of Delray Villas do not automatically become members of the Recreation Association but at their option may become members upon executing an instrument subjecting the Owners respective Lots to the terms and provisions of this Declaration of Covenants, Conditions and Restrictions, and the recording of said instrument in the public records. No payment or consideration shall be payable by the Lot Owners in Plat No. 2 for initial membership in the Association and their continuing membership shall be subject only to the same covenants, conditions and restrictions (including payment of charges and assessments) as are applicable to all other Lot Owners in the other plats of Delray Villas. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member of the said Association.~~

Section 2. Maximum Number of Units. ~~Developer plans to construct a maximum of 1,400 residential dwellings (units) on the residential property. Upon the total number of units being finally determined, said number of units, if less than 1,400, shall be the total units in the development and said number of units shall be substituted in lieu of 1,400 in connection with the budget, assessments and voting, all as elsewhere provided for herein. Notwithstanding anything contained herein to the contrary, Declarant is under no obligation to subject the remaining unplatted property in the development to these covenants and restrictions. Whether or not said property shall be so subjected will be at the sole option and election of Declarant.~~

Section 3.2. Voting Rights. ~~The Recreation Association shall have two (2) classes of voting membership:~~

~~—Class A: Class A mMembers shall be all Unit Owners with exception of the Developer, provided that Class B membership continues to exist and who shall be entitled to one (1) vote for each unit owned. Notwithstanding the foregoing, the Association shall have the authority to suspend voting rights for any owner who is delinquent in the payment of any monetary obligation owned to the association in excess of ninety (90) days as provided in Section 720.305, Fla. Stat., as amended from time to time. At such time as Developer's Class B membership is converted to Class A membership in accordance with the provisions contained hereafter, Developer shall likewise be a Class A member and entitled to one vote for each Unit owned (whether constructed or not.)~~

~~—Class B: The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned (whether constructed or not.) The Class B membership shall cease~~

and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A equal the total votes outstanding in the Class B membership, or

(b) December 31, 1985.

Notwithstanding anything herein contained to the contrary, the Class B member shall have the right to elect all of the directors of the Recreation Association until said Class B membership ceases in accordance with the foregoing provisions of this Section 3.

ARTICLE IV

Improvements

The site plan for the improvements to the Recreation Property as contained on Sheet 2 of Exhibit "A" hereof and the facilities to be constructed thereon by Declarant, are described and shown on Sheet 3 of Exhibit "A", all of which as provided in the original Declaration. Declarant has, prior to the recording hereof, commenced the construction of the improvements to the Recreation Property. Declarant reserves the right, in its sole discretion, to construct the recreational improvements as shown on Sheet 3 of Exhibit "A" in stages commencing with the pool and the building containing the saunas and dressing rooms as Stage 1, then the building containing the hobby room, card room, setting area, billiard room, and game room as Stage 2, and the meeting room as Stage 3. The improvements to the Recreation Property shall be constructed pursuant to and in accordance with such plans and specifications as shall be solely determined by Declarant.

ARTICLE V

Maintenance Expenses of the Recreation Property

Section 1. Obligation of the Recreation Association. The Recreation Association shall perform and pay the cost of all maintenance, repair, replacement, alteration and operation of the Recreation Property, and the cost of all utility services, for the Recreation Property. In addition, the Recreation Association shall procure and pay all premiums for all insurance covering the Recreation Property, and all taxes (real, personal or otherwise) assessed against same. The obligation of the Recreation Association to pay the foregoing costs and expenses (hereinafter referred to collectively as "maintenance expenses") shall commence on the first of the month following the date that a certificate of occupancy (or similar use permit) for the Recreation Property is issued by the governmental authority having jurisdiction thereof. ~~Any proratable maintenance expenses shall be adjusted between the Owner of the Recreation Property and the Recreation Association as of the date that said certificate of occupancy (or similar use permit) is issued.~~ (Whenever reference is made in this Declaration to the Recreation Property, said reference shall mean in addition to the land described as Tract "R", the improvements, equipment and personal property located thereon.)

Section 2. Obligation of Unit Owners for Payment of Maintenance Expenses. All maintenance expenses shall be paid for by the Recreational Association by means of assessments levied against unit Owners in accordance with the provisions hereinafter set forth, which assessments shall be collected and remitted by the individual Plat Associations as provided in this

Declaration, and based on the number of Lots contained within such Plat Association. Notwithstanding same, the Plat Associations shall only be obligated to pay to the Recreation Association the actual amounts collected from owners within such Plat Association. All assessments levied by the Recreation Association shall be levied in equal amounts per Lot/Unit within the Recreation Association. ~~The initial assessment shall be in the sum of \$10.00 per improved lot per month, which sum shall be guaranteed by Declarant for a period of three years from the date of the first assessment or until 700 lots are subject to assessments, whichever shall first occur. Thereafter~~ Each improved Lot shall be assessed an equal share of the maintenance expenses for the continued ownership, operation, maintenance, improvement and management of the Recreation Property. Declarant, during the guaranteed period, agrees to pay any operating deficit incurred by the Association in connection with said continued ownership, operation, maintenance and management of the Recreation Property.

~~Section 3. Notwithstanding anything to the contrary contained herein, in the event the improvements are constructed in stages as provided in Article IV, only one third of the total monthly assessments or charges, to wit: \$10.00, shall be payable in connection with the completion of each respective stage commencing with the first of the month following the completion of each respective stage.~~

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Each Unit Owner hereby covenants and agrees, and each Unit Owner by acceptance of a Deed of an improved Lot in the Residential Property (whether or not it shall be so expressed in any such Deed or other conveyance) shall be deemed to covenant and agree, to pay to the Recreation Association annual assessments or charges for the maintenance expenses of the Recreation Property as provided in Article V hereof, including such reasonable reserves as the Recreation Association may deem necessary, and special assessments shall, for purposes of Article V, be deemed part of the maintenance expenses. ~~), s~~ Such assessments to be fixed, established and collected from time to time as herein provided. The annual and special assessments, together with such interests and late fees thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with such interest, and late fees thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Unit at the time when the assessment fell due. No Unit Owner may waive or otherwise escape liability for the payment of such assessments by non-use of the Recreation Property or abandonment of his right to use same. Notwithstanding the foregoing, the authority to charge interest, late fees and any other costs of collections may be charged upon a Plat Association for failure to pay assessments when due pursuant to this Declaration, where the Plat Association collects and remits assessment payments directly to the Recreation Association.

Section 2. Purpose of Assessments. The assessments levied by the Recreation Association shall be used exclusively for maintenance, improvement and operation of the Recreation Property.

~~Section 3. Capital Improvements. Funds necessary for capital improvements relating to the Recreation Property may be levied as special assessments by the Recreation Association, upon approval of a majority of the Board of Directors of the Recreation Association and upon approval of a two thirds (2/3rds) favorable vote of Members voting at a meeting or by ballot as may be provided in the By Laws of said Association.~~

a. Capital Improvements. The Board of Directors shall be limited to expend no more than Fifty Thousand Dollars (\$50,000) on any Capital Improvement, not requiring a special assessment, without the Association voting by proxy/ballot at a meeting called to vote on such a project. No Capital Improvement shall be considered in component parts so as to avoid the intent of this action. A Capital Improvement with a total cost not in excess of \$50,000, shall be approved by two-thirds (66 2/3%) of the entire Board of Directors.

b. Definition. A Capital improvement shall be any material alteration or substantial improvement which results in the creation of an entirely new asset or one which substantially alters an existing asset which would neither be part of, nor required for the normal repair, replacement, or maintenance functions of the Association.

c. Funding. The source of the necessary funds shall be included in the motion for approval of any Capital Improvement. Funds necessary for Capital Improvements shall be derived from existing unreserved funds, by assessment, or funded through any loan or line of credit taken out by the Board of Directors pursuant to the Governing Documents. Such assessment shall be levied in accordance with Section 3, Article VI of the Declaration.

Section 4. ~~Following the guarantee period, t~~The annual assessments shall be payable in monthly installments, or in quarter-annual installments if so determined by the Board of Directors of the Recreation Association. The assessment shall be for the calendar year, but the amount of the annual assessments to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year. The Board of Directors of the Recreation Association may change the assessment during any calendar year where such change is made to reflect greater or lesser expenses than anticipated.

The due date of any special assessment under Section 3 hereof shall be fixed in the resolution authorizing such assessment adopted by the Board of Directors of the Recreation Association.

Section 5. Duties of the Board of Directors. ~~Except for the initial assessments specified in Section 4 above, t~~The Board of Directors of the Recreation Association shall fix the date of commencement and the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Recreation Association and shall be open to inspection by any Owner.

Written notice of the Assessment shall thereupon be sent to every member (or Plat Association when collected by the Plat Association on behalf of the Owners) subject thereto.

The Recreation Association shall upon demand at any time furnish to any Unit Owner liable for assessment a certificate in writing signed by an Officer of the Recreation Association setting forth whether such assessment has been paid with respect to his property. Such Certificate shall be conclusive evidence of payment of any assessment to the Recreation Association therein stated to have been paid.

Section 6. Collection of Assessment; Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien, and Remedies of the Association. The assessments of the Recreation Association assessed against Improved Lots in a Homeowners Development shall be collected through the association operating said Homeowners Development provided, however, that the Recreation Association shall have the right to collect any assessment due it directly from any Unit Owner when such assessment is not collected by such Homeowner Association. If the assessments are not paid on the date when due (being the date specified in Section 4 hereof) then such assessment shall become delinquent and shall, together with such interest and late fees thereon and the cost of collection thereof as herein after provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the Owner thereof, his heirs, personal representatives, successors and assigns, The personal obligation of the then Lot Owner to pay such assessment, however, shall remain his personal obligation for the statutory period.

If ~~the~~ any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the highest rate allowable by Florida law as same may be amended from time to time ~~of ten (10%) percent per annum~~, and the Recreation Association may bring an action at law against the Unit Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid or may foreclose the lien against the Unit on which the assessment is unpaid, or pursue one or more such remedies at the same time or successively, and there shall be added to the amount of such assessment attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Recreation Association shall be entitled to attorneys' fees in connection with any appeal of any such action. In addition to the foregoing interest, the Association shall further have the authority to charge late fees on any delinquent assessment in the amount of Twenty Five (\$25.00) dollars or five (5%) percent of the delinquent installment, whichever is greater, or such other higher amount as is allowable under Florida law as amended from time to time.

It shall be the legal duty and responsibility of the Recreation Association to enforce payment of the assessments hereunder.

Section 7. Subordination of Assessment Liens. If any Unit shall be subject to the lien of a first mortgage with monthly payments of principal and interest amortized over a period of not less than ten years: (1) the foreclosure of any lien created pursuant to this Declaration shall not operate to affect or impair the lien of such mortgage; and (2) the foreclosure of such mortgage or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, except that the lien hereof for such assessments as shall have accrued up to the foreclosure or the acceptance of the Deed in lieu of foreclosure shall be subordinate to the lien of the mortgage with the foreclosure-purchaser or deed-in-lieu grantee taking title free of the lien hereof for all such assessments that have accrued up to the time of the foreclosure or Deed given in lieu of foreclosure. Notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot or Tract and recorded in the Public Records after the effective date of this amendment, and, to the extent allowable under Florida law, for all mortgages encumbering a Lot or Tract and recorded in the Public Records on or before the effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot or Tract. In addition, and notwithstanding the

foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid assessments that came due up to the time of transfer of the title, including but not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat. as same may be amended from time to time.

Section 8. Individual Assessments. In the event that an Owner, or such Owner's guests, family members, tenants, invitees or any other person brought to the Recreation Property by a Member shall damage any of the Recreation Property, or to the extent that the Recreation Association is required to spend funds on any maintenance or repairs necessitated by the negligent or willful acts of any such person, such expenses shall be charged to the Owner responsible for such damage as an individual assessment with the full authority to collect same as an individual assessment pursuant to this Article VI, including the authority to file a claim of lien for the collection thereof. In addition, any fines levied by the Association in accordance with the governing documents and Section 720.305, Fla. Stat., as same may be amended from time to time, shall also constitute a lien and be collectible as an individual assessment pursuant to terms of this Article VI.

ARTICLE VII

Duties and Powers of the Recreation Association

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Recreation Association shall:

- (a) Own, maintain, improve and otherwise manage the Recreation Property, and all other property acquired by the Association.
- (b) Pay any real and personal property taxes and other charges assessed against the Recreation Property.
- (c) Have the authority to obtain, for the benefit of the Recreation Property, all water, gas, sewer and electric service and refuse collection, and to pay for such services.
- (d) Grant easements where necessary for utilities and sewer facilities over the Recreation Property to serve the Residential Properties.
- (e) Have the authority to employ a manager or other persons and to contract with contractors or managing agents to perform all or any part of the duties and responsibilities of the Recreation Association upon terms satisfactory to the Board of Directors of the Recreation Association.
- (f) Contract for and pay fire, casualty, liability and other insurance insuring the Recreation Association, Board of Directors and members. Contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Recreation Property and to employ personnel necessary for the operation of same.
- (g) Contract for and pay maintenance, gardening, utilities, materials and supplies, and

services relating to the Recreation Property and to employ personnel necessary for the operation of same.

- (h) Delegate its powers to its committees, officers and employees.

ARTICLE VIII

General Provisions

Section 1. Duration. The provisions of this Declaration shall run with and bind the land in perpetuity, and shall inure to the benefit of and be enforceable by ~~the Declarant, its successors or assigns,~~ the Recreation Association, any Unit Owner or any Homeowners Association of Unit Owners.

Section 2. Notice. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid to the last known address of the person who appears as member on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any of the persons described of this Article to enforce any provisions herein contained shall in deemed a waiver of the right to do so. In addition to the foregoing, the Association shall have the authority to levy fines and suspensions in accordance with Section 720.305, Fla. Stat., as same may be amended from time to time. Any fines levied pursuant to the governing documents and Florida law shall not exceed One Hundred (\$100.00) Dollars per violation, and for a continuing violation, shall not exceed One Thousand (\$1,000.00) Dollars in the aggregate, as determined by the Board of Directors from time to time.

Section 4. Severability. Invalidation of any one of the provisions hereof by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of an instrument executed by (i) the affirmative vote of Unit Owners owning not less than two-thirds (2/3rds) a majority of the votes cast in person or by proxy at a regular or special meeting of the members. Units., except that no such amendment shall be effective without the joinder therein by Developer, or (ii) The Developer, provided such amendment does not adversely affect substantial rights of Unit Owners. All amendments shall be recorded among the Public Records of Palm Beach County, Florida. Any action that may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by Members entitled to cast a majority of the votes entitled to be cast with respect to the subject matter thereof. Voting by written consent shall be pursuant to Section 617.0701, Fla. Stat., as same may be amended from time to time.

~~In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended,~~

~~changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of an instrument executed by (i) Unit Owners owning not less than two thirds (2/3rds) of the Units, except that no such amendment shall be effective without the joinder therein by Developer, or (ii) The Developer, provided such amendment does not adversely affect substantial rights of Unit Owners. All amendments shall be recorded among the Public Records of Palm Beach County, Florida.~~

Section 6. Additional Powers and Duties. The Association, in addition to any other powers provided for herein, shall have the power of a ~~Master~~ Homeowners Association, pursuant to Chapter 720, Fla. Stat., as amended from time to time, and all Lots in the Residential Property, in addition to the assessment for the maintenance of the Recreation Property as herein provided, shall be subject to additional assessments for the operation and maintenance of common areas in the development which are not otherwise operated and maintained by the respective homeowners associations, including but not limited to the maintenance of landscaping and other improvements on dedicated rights-of-way used in common by unit owners, the maintenance of street lights on dedicated arterial roads, the erection of directional signs on the dedicated rights-of-way or otherwise at the discretion of the Board of Directors, and such other similar purposes which aid in the promotion of the health, safety and welfare of the members of the Association.

Section 7. Gender. As provided in the Declaration, the Articles or the By-Laws, the use of the terms “he” or “him” or “she” or “her” shall be used interchangeably and shall mean and relate to one another such that any reference to one gender shall mean and encompass all genders.

~~Made and executed the day and year first above written.~~