

**AMENDED DECLARATION
AND ESTABLISHMENT
OF COVENANTS AND
RESTRICTIONS FORM
MAINTENANCE**

NOTICE: THE FOLLOWING DOCUMENT IS NOT AN ACTUAL COPY OF THE RECORDED DECLARATION WITH RESPECT TO THE SUBDIVISION, BUT IS A COMPILATION OF ALL OF THE PROVISIONS OF THE FOLLOWING DOCUMENTS:

- (1) AMENDED DECLARATION AND ESTABLISHMENT OF COVENANTS AND RESTRICTIONS FOR MAINTENANCE FOR THE REAL PROPERTY SUBDIVISION KNOWN AS DELAIRE COUNTRY CLUB, RECORDED IN OFFICIAL RECORDS BOOK 1051, AT PAGE 1839 (THE "DECLARATION");**
- (2) AMENDMENT TO THE DECLARATION, AS SET FORTH IN THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 11626, AT PAGE 1350; AND**
- (3) AMENDMENT TO THE DECLARATION, AS SET FORTH IN THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 12391, AT PAGE 870, AS AMENDED BY SCRIVENOR'S AFFIDAVIT FILED OF RECORD;**

ALL SUCH DOCUMENTS BEING RECORDED IN THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA.

A COPY OF THE ACTUAL RECORDED DECLARATION AND CERTIFICATES OF AMENDMENT '11FRETO MAY BE OBTAINED FROM THE ASSOCIATION UPON REQUEST,

AMENDED DECLARATION AND ESTABLISHMENT OF COVENANTS AND RESTRICTIONS FOR MAINTENANCE FOR THE REAL PROPERTY SUBDIVISION KNOWN AS DELAIRE COUNTRY CLUB

This declaration, made this 15th day of July, 1994 by Delaire Country Club Property Owners' Association described in Exhibit A-1 is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

WITNESSETH:

WHEREAS, the Property ("Delaire Country Club") is a country club community featuring the amenities of Del-Aire Country Club, Inc. ("Club"); and

WHEREAS, the value of the Lots in Delaire Country Club and the lifestyle of the residents is positively influenced by Club property and amenities being maintained in an attractive and first class manner;

and first class manner; and

WHEREAS, the Board of Directors of Association is concerned as to a trend whereby an increasing number of Delaire Country Club Owners have elected to or will elect to discontinue their memberships in, or have elected not to join, the Club; and

WHEREAS, it is the judgment of the Board of Directors of Association that such a trend if permitted to continue may ultimately threaten the financial ability of the Club to maintain its property and amenities in an attractive and first class manner; and, further, that the financial inability of the Club to maintain its amenities may adversely impact the values of Owners' Lots and the quality of residents' lifestyles in Delaire Country Club: and

WHEREAS, Association has the responsibility to take actions necessary to preserve the value of Owners' Lots and the quality of lifestyle of the residents of Delaire Country Club; and

WHEREAS, every Owner took title to a Lot at Delaire Country Club subject to the knowledge that the Declaration, Articles and Bylaws of Association (collectively "Governing Documents") could be amended from time to time, with the requisite approval vote of the Owners; and

WHEREAS, the Board of Directors of Association, applying its business judgment, after examination, analysis and investigation has determined that the Owners should be permitted to vote upon amendments to the Governing Documents which would require all persons or entities who become Owners after the date of adoption of these Amendments to become members of the Club; the foregoing being a reasonable and prudent method to ensure that the Club property and amenities, which are a basic feature of Delaire Country Club, are maintained in an attractive and first class manner in order to enhance the value of Owners' Lots and the quality of lifestyles at Delaire Country Club;

NOW, THEREFORE, the following amendments to the Governing Documents are adopted:

ARTICLE I DEFINITIONS

A. **Association.** The word "Association" shall mean and refer to DELAIRE COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit. This

is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the “Articles”) and By-Laws (the “By-Laws”) of the Association make reference. The Association is also the successor and transferee of all applicable rights previously held and exercised by the Developer of the “property” (as that term is defined below).

B. Property.

The word “property” shall mean and refer to the real property described in Exhibit A 1.

C. Lot.

The word “Lot” shall mean and refer to any platted lot located within the property described in Exhibit A 1.

D. Parcel.

The word “Parcel” shall mean and refer to any platted Tract located within the property described in Exhibit A 1.

E. Owner .

The word “Owner” shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Parcel which is part of the Property as of the date of recordation of these amendments in the Public Records of Palm Beach County, Florida. After the date of such recordation, no instrument purporting to transfer an interest in, or title to, a Lot or Parcel shall be effective unless in connection with the instrument of conveyance for that Lot there shall be recorded a Certificate of Compliance as described in Article I, Section F of this Declaration.

F. Certificate of Compliance.

In order for Association to perform its functions under this Declaration, as of the date of the recordation of these amendments in the Public Records of Palm Beach County, Florida, no instrument purporting to transfer an interest in, or title to, a Lot or Parcel shall be effective unless Association shall certify compliance of the Lot or Parcel with this Declaration and the Governing Documents of Association. Certification of compliance by Association shall only be by recordation of a Certificate of Compliance in the Public Records of Palm Beach County, Florida, executed by an officer of Association and certifying compliance of the Lot or Parcel as herein provided. The criteria for certification by Association under this Section F shall be ministerial only: i.e., limited to:

(a) obtaining requisite information as may be reasonably required for Association records;

(b) confirming that the financial obligations of the Lot or Parcel to Association are current;

(c) confirming that the Lot or Parcel is not otherwise in violation of any of the Governing Documents of Association; and

(d) confirming that the transferee of the interest or title sought to be conveyed, and the use to which the Lot or Parcel will be put, will not as a consequence of the transfer be in violation of any of the Governing Documents of Association, including without limitation the restrictions found in Article VII, Section R of this Declaration. A mortgagee under Article IV, Section G of this Declaration which acquires title to a Lot or Parcel as a result of foreclosing a mortgage or a deed in lieu of foreclosure shall be exempt from the operation of this Section F, but the transferee of title from such a mortgagee shall comply with this Section F

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Palm Beach County, Florida and comprises all the lots and parcels platted or unplatted, within the property legally described in Exhibit A 1, attached here to and made a part here of .

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. Responsibility and Purpose of the Association.

The Association has been created for the purpose of maintaining high standards of construction, design, and overall appearance throughout the Property and for maintaining all common community areas and services of every kind and nature required or desired within the Property for the general use and benefit of all Owners, including without limitation the power to certify compliance herewith as provided in Article I, Section F of this Declaration.

B. Membership.

Every person or entity, in accepting a deed or contract for any Lot or Parcel in the Property agrees to and shall be a member of the Association, subject to this Declaration, including without limitation the provisions of Article 1, Section F, and the obligations imposed by the Governing Documents provided that any such person or entity

who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Parcel.

Membership shall continue until such time as the member transfers or conveys of record said Lot or Parcel, or said Lot or Parcel is transferred and conveyed by operation of the law, at which time said membership shall automatically be conferred upon the transferee, subject to this Declaration, including without limitation the provisions of Article I, Section F, and the obligations imposed by the Governing Documents.

C. Voting.

Members shall have such voting rights as set out in the Articles of Incorporation of the Association.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

A. Creation of Lien and Personal Obligation for Assessments.

The owner of any Lot and any Parcel (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for maintenance or major repair; such assessments to be fixed, established and collected from time to time as herein often provided.

B. Purpose of Assessments.

The maintenance assessments levied by the Association shall be used to continue the high standards of maintenance, care, aesthetics and security in and upon the Property including, but not limited to, areas owned by the Association. Assessments shall be levied to defray costs to maintain the walls, fences, and gates surrounding the property, the entranceway and guardhouse, roadways, lighting system, storm drainage system, signs and boundary markers (including those on Military Trail), a security and guard system and the costs of providing such other reasonable and necessary maintenance and services as are determined to be necessary in the sole and absolute discretion of the Association.

C. Uniform Rate Assessments.

All assessments shall be at a uniform rate for each Lot.

D. Date of Commencement of Annual Assessments - Due Date.

The assessments for which provision is made herein shall become due and payable on the date or dates (which shall be the first day of a month) fixed by resolution of the Board of Directors of the Association as the assessment date. Such resolution may provide that any such assessment may be payable in monthly, quarterly, semi-annual or annual installments as determined by the Board of Directors.

E. Duties of the Board of Directors.

The Board of Directors of the Association shall fix the date and amount of the assessment against each Lot or Parcel 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 Lots and Parcels and assessments applicable there to which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject there to not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

F. Effectiveness of Nonpayment of Assessment - the Lien, the Personal Obligation, Remedies of Association.

Such assessment, together with interest thereon and the costs of collection if not paid within thirty (30) days of the assessment date, shall become a continuing lien on the Lot or Parcel against which the assessment is made that shall bind such Lot or Parcel in the hands of the Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied until such assessment is paid in full. If such assessment is not paid on the assessment date or within thirty (30) days thereof, the assessment shall bear interest at the rate of one and one-half (1 1/2%) percent per month from the assessment date until the same shall have been fully paid. The Association may, at any time thereafter bring an action to fore-close the lien against the

Lot or Parcel in like manner as a foreclosure at a mortgage on real property and/or a suit on the personal obligation against the Owner and Association shall be entitled to recover over the costs of any such action or suit together with reasonable counsel fees to be fixed by the court .

G. Subordination to Lien of Mortgages.

The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, federal or state savings and loan association, or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot or Parcel pursuant to a decree of foreclosure, and in any other proceedings in lieu of foreclosure of such mortgage, including the acceptance of a deed in lieu of foreclosure. Except as hereinabove provided, no sale or transfer shall relieve any Lot or Parcel from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

ARTICLE V EXTERIOR MAINTENANCE ASSESSMENT

A. Exterior Maintenance.

The Association may provide maintenance upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association, to preserve the beauty, quality and value of the neighborhood, including but not limited to, roof repair and replacement, gutters, down spouts, other exterior building repair, yard cleanup, landscaping and/or maintenance. Property owners are also responsible for maintenance of Swale areas contiguous to a lot or parcel even if said areas is a dedicated easement or right of way.

B. Assessment of Costs.

The cost of such maintenance shall be assessed against the Lot or Parcel upon which such maintenance is performed. The Board of Directors of the Association shall assess each Lot for all costs attributable to the performing of such maintenance upon completion of same. The exterior maintenance assessments shall not be considered a part of the annual assessment. Any exterior maintenance assessments shall be a lien on the Lot and the personal obligation of the owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided in Paragraph F of Article IV

for the other assessments of the Association. The lien of such assessment shall be subordinate to mortgage liens to the extent provided in Paragraph G of Article IV.

C. Access at Reasonable Hours.

For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior or any improvements thereon at reasonable hours on any day except Saturday or Sunday.

ARTICLE V I ARCHITECTURAL CONTROL

A. Architectural Review Committee.

The Board of Directors of the Association shall appoint an Architectural Review Committee (hereinafter called the Committee) for the purposes set forth in this Article VI.

1. Membership and Qualifications.

The Committee shall consist of three (3) members. There shall be no requirement that any of the members of the committee be a member of the Association. Specific qualifications for members shall be set at the sole discretion of the Board of Directors.

2. Purpose of the Committee.

The Committee shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within the Property. The construction contemplated hereunder shall include, but not be limited to, any building fence, wall, swimming pool, tennis court, screen enclosure and screening of any type, sewer drains, disposal system, decorative building, landscaping and any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any additions, modifications and/or alterations thereof. The Committee shall review all plans for said improvements, it being the intent to provide for the harmonious and aesthetically pleasing development of the Property. The committee shall evaluate the proposed improvements with emphasis upon exterior design, materials and color, location of the improvement n relationship to surrounding structures and/or improvements; topography, and/or conformity to the Restrictive Covenants imposed hereunder.

3. Review and Approval by the Committee.

The plans and specifications for any and all improvements referred to above shall be reviewed by the Committee. No improvements of any type or nature whatsoever shall be commenced unless and until the approval thereof shall be obtained in writing from the Committee.

4. Architectural Rules.

The Committee shall promulgate such rules and regulations as it deems necessary and proper, setting forth guidelines and procedures to be followed by any applicant seeking its approval as required herein, which, in any event shall not be in conflict with the provisions of this Declaration and which shall afford to each applicant a reasonable and adequate opportunity to present his proposal, The rules and regulations shall include, but not necessarily be limited to, an adequate application form, together with such reasonable fees for processing applications as the Committee may deem necessary. Rules and regulations, as promulgated, shall be subject to the approval of the Board of Directors of the Association, and upon such approval, a copy thereof shall be provided to all members of the Association. Any revisions, additions, deletions and/or amendments to the Rules and Regulations shall likewise have the approval of the Board of Directors of the Association and copies shall be provided to each member of the Association.

5. Procedure Before the Committee.

An applicant may, at his discretion, initially request a meeting with a member of the Committee to discuss any proposed improvement or improvements that he may contemplate for the purpose of securing information regarding the Covenants and Restrictions set forth herein. Prior to the commencement of any work on the premises contemplated for improvement, an applicant must submit to the Committee, together with such fully executed application form and fees as may then be required by the Committee and such additional information as the Committee may reasonably require (which may include samples of exterior materials and exterior color selections to be used in the improvement), two (2) sets of plans and specifications for the proposed improvement or improvements in sufficient details so that the committee may be able to adequately make the determinations required of it pursuant to this Declaration. No later than thirty (30) days after receipt of said plans and specifications (unless the applicant waives this time requirement in writing), the Committee shall respond to the application in writing, by approving said application, approving said application with required modifications, disapproving said

application, or requiring additional information. In the latter event, the Committee shall respond in writing no later than thirty (30) days after receipt of said requested additional information (unless the applicant waives this time requirement in writing). In the event the Committee fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant pursuant to a waiver), the plans and specifications shall be deemed approved. In the event of approval of said plans and specifications, the applicant shall provide the committee with written notice of the following:

a. Any proposed change in the plans and/or specifications approved by the Committee. Any and all alterations, deletions, additions and changes of any type of nature whatsoever in the plans and/or specifications as approved by the Committee shall be subject to the approval of the Committee in the same manner as is required for approval of original plans and/or specifications.

b. Completion of construction and where applicable, the receipt of a Certificate of Occupancy from the Building Department of the County of Palm Beach. Said improvement shall not be used or, in the instance where a Certificate of Occupancy is applicable, it shall not be occupied until such time as the Committee has inspected the premises and approved same for the compliance with plans and specifications as previously approved by the Committee. In the event the Committee fails to respond within forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays) after receipt of said notice, said work shall be deemed approved, and this requirement shall be deemed waived by the Committee.

c. Disapproval.

In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. The applicant, in such event, may request a formal meeting with the Committee to review plans and specifications as submitted, said meeting to take place no later than thirty (30) days after written request for such meeting is received by the Committee (unless applicant waives this time requirement in writing). Upon continued disapproval, the applicant may request a formal meeting before the Board of Directors of the Association, which shall take place no later than thirty (30) days subsequent to the receipt by the said Board of Directors of the written notice of the request for such meeting (unless applicant waives this time requirement in writing). If the Board of Directors fails to grant such a meeting within thirty (30) days after receipt of request of such meeting, then the plans and specifications shall be deemed disapproved. The decision of the Board of Directors shall be final and binding upon the applicant, his

heirs and assigns.

d. Certificate of Approval upon request. Upon the completion of the improvement or improvements and final approval by the Committee, the Board of Directors shall, upon request by an applicant, direct the appropriate officers of the Association to provide the applicant with a Certificate, executed with the formalities of a deed, certifying the approval of the committee and the Association of the improvement or improvements made upon the premises for which said application was made.

e. Notification to the Board of Directors. The Committee shall promptly notify the Board of Directors of any application made to it pursuant to this Section, and, in addition, shall notify the Board of Directors of the disposition of such application. Copies of all written correspondence and decisions affecting any application shall be provided to the Board of Directors.

6. Exemption of Parcels.

All Parcels shall be specifically exempt from all provisions of this Article VI and shall not be subject to actions of the Committee or the Board of Directors concerning matters of architectural control.

ARTICLE VII RESTRICTIONS

A. Residential Use.

1. In keeping with the intended use of Lots at Delaire, and so as to promote the health, safety, social and economic welfare of all Owners at Delaire, the Lots subject to the Covenants and Restrictions may be used for single-family residential dwellings and for no other purpose. For purposes hereof "family" shall be defined as is set forth in paragraph VII.A.2. below. No building or other improvement shall be erected upon any Lot without prior Committee approval thereof, as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one (1) or more contiguous Lots under common ownership. Furthermore, no Lot shall be divided or subdivided so that there should be more than two (2) owners of any Lot. After said subdivision and consolidation the contiguous Lot and subdivided Lot shall thereafter not be transferred or conveyed except as one entire unified property. In the event of the division or subdivision of any Lots as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lots shall be and become attributable and chargeable one-half (Y2) to each of the contiguous

Lots and the Owners thereof, to and with which all or portions of the divided or subdivided Lots become consolidated. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full lot.

2. "Family" as used in paragraph VII.A.1. above shall be defined as follows: One or more persons related by blood, marriage or adoption occupying a residence on a Lot as a single housekeeping unit including domestic servants and home health care personnel and sharing common facilities. The term "family" as used herein shall also include a "significant other", which from time to time may be defined by the Association's Board of Directors but which shall include an individual residing with another and who is in substantial respects and particulars, though unmarried, sharing common facilities and operates with another as a single housekeeping unit.
3. No building shall be allowed or erected on any Lot except one (1) single family dwelling house, provided that no such building shall exceed thirty five (35) feet in height. All garages, storage areas, tool cabinets, garden houses, etc. must be attached to said dwelling house and be constructed as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed space, including attached garage, of not less than two thousand, two hundred (2,200) square feet. In computing such minimum area, the area of open porches and attached garages shall be construed as equivalent to a closed area of one-half (1/2) the area of such open porches and attached garages, credit for which shall not exceed, under any circumstances, two hundred (200) square feet.

B . No Temporary Buildings.

No tents, trailers, vans, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Board of Directors.

C. Filling In.

No Lot shall be increased in size by filling in the water it abuts. The elevation of a Lot or Parcel may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots or Parcels without the prior written approval of the Committee.

D. Boats and Motor Vehicles.

No boats, recreational vehicles, trucks, commercial vehicles, motorcycles or other motor vehicles, except four wheel passenger

automobiles and approved golf carts shall be placed, parked or stored upon any Lot nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot except within a building where totally isolated from public view. All golf carts must be stored or parked when not in use in an interior, covered and enclosed storage area within the dwelling constructed on the Lot.

E. Artificial Vegetation.

No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot or Parcel, unless approved by the Committee.

F. Automobile Storage Areas.

No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile/permitted motor vehicle storage area upon the Lot. No carports shall be permitted, and all garages shall be at least adequate to house two (2) standard size American or other standard size automobiles, except as otherwise set forth herein. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers. All Lots shall have a paved driveway of stable and permanent construction. Unless prior approval of the Committee is obtained, the driveway base shall be concrete and any finish above the concrete must be approved by the Committee. No motor vehicle shall be parked, placed or stored so as to in any way block or impede the Common Area or the walkways, sidewalks or cart paths or accessways at Delaire.

G. Clothes Drying Area.

No portion of any Lot shall be used as drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.

H. Landscaping.

A basic landscaping plan for each Lot must be submitted to and approved by the Committee. Sodding will be required on all yards and swale areas adjacent to each Lot which may be included in dedicated easements or rights of way. An underground well sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all Lots and must contain a rust control mechanism.

Landscaping must be completed in accordance with the approved plan within thirty (30) days of the issuance of a certificate of occupancy for any residence. No significant alteration to completed landscaping may be made without approval by the Committee.

I. Nuisances.

Nothing shall be done or maintained on any Lot or Parcel which may be or become an annoyance or nuisance to the neighborhood. - In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, who shall render a decision in writing, which decision shall be dispositive of such dispute or question.

J. Residence Graphics.

No sign of any kind shall be displayed to the public view on any Lot or Parcel, except those for which the size and design pertain to house numbering, mailboxes and other such material which shall be subject to approval by the Committee.

K. Animals.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two (2) common household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice by the Association to the owner thereof, or to the Owner of the Lot containing such pet .

L. Easements and Rights-of-way.

Easements and rights of way are expressly reserved for ingress and egress for the Owners and for the creation, construction, and maintenance of public, quasi-public and private utilities, such as gas, water, telephone, telegraph, electricity, sewers, and storm drains, as well as for any public, private or quasi-public utility such as waste refuse collection and disposal or other function deemed necessary or expedient for the public health and welfare. Such easements and rights of way are or shall be shown upon all plats of Delaire Country Club, as recorded in the Public Records of Palm Beach County, Florida. No structures, including walls, fences, paving or planting shall be erected upon any part of the above described easements which will interfere with the rights of ingress and egress provided herein.

M. Miscellaneous.

No weeds, underbrush or unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any owner, shall fail or refuse to keep his Lot free of weeds, underbrush or refuse pile or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the owner pursuant to Article V herein, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in special areas so that they shall not be visible from adjoining Lots or public areas. No aerial or antenna shall be placed directly upon any Lot or affixed to the exterior of any building.

N. Responsibility for Water Management System.

The Association shall be responsible for the operation and maintenance of the water management control system established on the subject property in accordance with the operating plan of the South Florida Water Management District.

O. Construction Phase.

Construction of any improvements shall commence no later than five (5) months following the written approval of plans and specifications therefor, and, upon commencement, shall be prosecuted diligently without stopping within a reasonable period of time not to exceed one (1) year. Site appearance during such construction shall be kept in-a neat and orderly condition so as not to cause an unsightly condition of the property. In the event the owner or his agent (contractor or subcontractor) shall fail to maintain the site as specified and continues such failure more than seven (7) days following delivery of written notice thereof from the Association, the Association may order a cleanup of the site and assess the Owner the cost thereof. Such assessment shall be lienable in accordance with Article V hereof. The Committee shall have the power to extend the period of construction beyond the one (1) year period set forth herein, provided the member makes application therefor and the committee determines the request is reasonable. An extension hereunder shall be for a time certain as set at the discretion of the Committee.

P. Setbacks.

Minimum set back requirements are:

1. (a) Thirty (30) feet front yard setback from the abutting street. In the case of comer lots, the intersecting street setback shall be

fifteen (15) feet.

2. Rear yard setback shall be ten (10) feet, except where such rear yard abuts another residential lot, in which case the rear yard setback shall be fifteen (15) feet and the setback for a screened enclosure shall be ten (10) feet. Said setback shall be directly opposite the front yard. No Lot shall be required to have more than one rear yard setback.
3. The remaining setbacks (other than front yard or rear yard setbacks) shall be no less than ten (10) feet each.

Q. Exemptions from Restrictions.

1. All Parcels shall be specifically exempt from the provisions of this Article VII, except as they relate to Paragraphs F, G, I, K, L, M, and N.

R. Membership in Del-Aire Country Club, Inc. (“Club”).

1. A person or a corporation, partnership, trust or other entity obtaining title to or a Lot or Parcel is required, as a use restriction incident to ownership in Delaire Country Club, to become a member of the Club and is further required to maintain said membership in good standing at all times during the period of such ownership. The terms of membership in the Club shall be as set forth in the Club’s governing documents. Notwithstanding the foregoing, the operation and effectiveness of this Article VII, Section R shall be conditioned upon the criteria for Club membership for the transferee of title to a Lot being ministerial only: i.e. limited to: (a) providing requisite information as may be reasonably required for Club records; (b) filling out a proforma application; and (c) payment of the necessary sums as may be required by the Club from time to time.
2. A deed or other instrument of conveyance purporting to convey title to a Lot, including without limitation gifts, devises, conveyances by operation of law, and family estate planning instruments, shall not be effective to so convey unless there shall also be recorded in connection therewith a Certificate of Compliance as provided in Article I, Section F of this Declaration.
3. Owners of record, as evidenced by deeds or other instruments of conveyance recorded in the Public Records of Palm Beach County, Florida, who are not members of the Club as of the date of recording of these amendments in said Public Records, are not required to become members of the Club. However, when such

Owners who are not members of the Club purport to convey their Lots or Parcels, the grantees of such conveyances, shall be required to comply with paragraphs (1), (2) and (3) hereof.

4. A mortgagee under Article IV, Section G of this Declaration acquiring title to a Lot or Parcel as a result of foreclosing a mortgage on a Lot or Parcel, or deed in lieu of foreclosure, shall not be required to become a member of the Club. The purchaser of a Lot or Parcel from such mortgagee, where such mortgagee has acquired title to a Lot or Parcel as a result of foreclosing a mortgage on a Lot or Parcel, or deed in lieu of foreclosure, shall be subject to the requirements of becoming a member of Country Club and complying with paragraphs (1), (2) and (3) hereof. If the Association acquires title to a Lot or Parcel as a result of foreclosing a lien or deed in lieu of foreclosure, the Association shall not be subject to the requirement of becoming a member of the Club; provided, however, the purchaser of a Lot or Parcel from the Association shall be subject to the requirement of becoming a member of the Club and complying with paragraphs (1), (2) and (3) hereof. If the Club acquires title to a Lot or Parcel, the Club shall not be subject to the requirement of becoming a member of the Club; provided, however, the purchaser of a Lot or Parcel from the Club shall be subject to the requirement of becoming a member of the Club and complying with paragraphs (1), (2) and (3) hereof. A purchaser who acquires title to a Lot or Parcel at a duly advertised public sale conducted by the clerk of the court, sheriff, or county tax collector, with open bidding provided by law (e.g. execution sale, foreclosure sale, judicial sale, or tax sale), shall be subject to the requirement of becoming a member of the Club and complying with paragraphs (1), (2) and (3) here of.

S. Rental of Residences.

So as to assure the health, safety, social and economic welfare of all Owners at Delaire, no Lot shall be leased nor leasehold occupancy undertaken except in compliance with the provisions regulating leasing as are set forth herein .

1. A Lot (which as used herein shall include the residence located thereon) may be leased only once during a twelve (12) month period for a term of no less than three (3) nor more than twelve (12) months. A lot may be leased only once to the same tenant by an Owner during the term of such Owner's ownership.
2. Lots may be leased pursuant only to a written lease agreement.

3. All written lease agreements shall expressly state that the leasing of a Lot at Delaire is subject to all of the provisions of this Declaration and the Articles and Bylaws as same may be amended from time to time.
4. Lots may only be leased to a single family.
5. No Lot may be leased nor tenant occupancy established or undertaken without first obtaining the written consent of the Association, as more fully set forth herein.

- a. Any Owner intending to lease a Lot, shall first submit to the Association at the Association's office, a completed and then effective Association form "Application to Lease", the credit report of the proposed tenant together with an executed original of the entire proposed lease between the Owner and prospective tenant. The application shall be accompanied by an application fee, not exceeding fifty (\$50.00) dollars, as may be established from time to time by the Board of Directors, in its discretion.

- b. An application shall not be reviewed until it is complete. "Completion" of an application shall be defined as submission to and receipt by the Association's secretary of the completed lease application form, an executed completed original lease, a credit report and the application fee.

- c. Within ten (10) days of receipt of a completed application ("Review Period"), the Association shall review and either approve or reject the proposed lease. Review shall be based upon the financial and creditworthiness of the prospective tenant and such other factors as are customarily reviewed when receiving requests for prospective leasing of residential property including those factors deemed appropriate by independent rental reference and review companies. Such companies may be used by the Association in reviewing lease applications and prospective tenants.

- d. The Association's approval or disapproval shall be mailed or hand delivered to the Owner at the address indicated on the lease application. The Association's failure to mail or hand deliver a written indication of the lease application disposition by the end of the Review Period shall be conclusively deemed an approval. Mailing shall be deemed completed upon posting.

- e. An Owner shall assure compliance by a tenant with all applicable Delaire documents including this Declaration, the Bylaws or Articles and any amendments made to such documents from time to time.

- f. To the extent that an Owner does not cause a tenant to comply with the Association's documents, including those provisions regulating leasing as are set forth herein or in any of the rules and regulations promulgated pursuant hereto, the Association may cause the tenant to

do so and may charge the Owner with all reasonable expenses incurred in doing so, including attorney's fees and costs incurred in enforcing the Association documents against the tenant. Such expenses of enforcement shall be a lien on the Lot and may be enforced as any other assessment lien.

T. Safety Commit tee.

In order to promote the safety of residents and visitors and regulate and oversee the application of paragraphs VILD. and VII.F. concerning the operation and storage of motor vehicles at Delaire, the Board of Directors may from time to time authorize and appoint a Safety Committee for such terms or term and with such number of committee members as the Board may in its sole discretion determine from time to time. The Safety Committee shall be comprised of Owners who are not members of the Board of Directors and shall promulgate additional rules and regulations (with Board approval) including speed and other operational restrictions, issue notices of violation and undertake such other regulatory oversight as may be authorized by the Board pursuant to these covenants and the Association's bylaws, as this Declaration and such bylaws may be amended from time to time. The Safety Committee may, with Board approval, from time to time promulgate such fines or assessments as may be authorized by Florida Statutes, or other governing law or regulation, as may be appropriate to ensure compliance with these covenants or applicable rules and regulations. Fines for violations, if unpaid, may be enforced against Owners as assessments or maintenance payments hereunder are enforced. Fines for violations by visitors or guests may be enforced by denial of access to Delaire, towing or such other lawful and appropriate means. The Board may request law enforcement assistance from applicable public law enforcement agencies with respect to the enforcement of provisions concerning the storage and operation of motor vehicles as set forth herein.

ARTICLE VIII GENERAL PROVISIONS

A. Duration and Remedies for Violation.

The Cove n an ts and Rest ri c tions of this Declaration shall run with and bind the property, and shall in u re to the benefit of and be enforceable by the Association or any owner subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall

automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of three fifths (3/5) of the Lots or Parcels has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction hereinafter shall give the Association and/or owners in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Association in seeking such enforcement .

B. 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 when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing. Notices to the Association are deemed effective when delivered.

C. Severability.

Invalidation of any one (1) of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

D. Amendment.

This Declaration may be amended at any time and from time to time upon the recordation of an instrument by owners holding no less than sixty (60%) percent of those voting in person or by proxy at either a duly called meeting or by such other means as may be authorized by this Declaration or by Florida Statutes, as same may be amended from time to time.

E. Usage.

Whenever used, the singular shall include the plural, and the use of any gender shall include all genders.

F. Effective Date.

This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

EXHIBIT A-1

LEGAL DESCRIPTION

A parcel of land located in SECTION 25, TOWNSHIP 46 South, RANGE 42 East and SECTION 31, TOWNSHIP 46 South, RANGE 43 East Palm Beach County, Florida, more particularly described as follows:

The Southeast quarter; and the South three quarters of the Southwest quarter; and the Northeast quarter of the Northeast quarter of the Southwest quarter, lying South of Lateral 37, of SECTION 25 : TOWNSHIP 46 South. RANGE 42 East: Palm Beach County, Florida; subject to the right of way for Military Trail IS. R. 809) and Lake Worth Drainage District right of ways.

AND ALSO

Tram 10, 11, 12, 13, 14 and 15 of the subdivision of the Southwest quarter of MODEL LAND COMPANY's subdivision of the South half of SECTION 30, TOWNSHIP 46 South, RANGE 43 East, as recorded in Plat Book 6, Page 52. in and for the Public Records of Palm Beach County, Florida, subject to rights-of-way and casements of record.

TOGETHER WITH a non-exclusive easement in common with all others similarly situated over the Cast 80 feet of the West half of the Northwest of the Southwest quarter, and over the East 80 feet of the West half of the Southwest quarter of the Northwest quarter lying South of Germantown Road, all in SECTION 30, TOWNSHIP 46 South, RANGE 43 East.

Containing 340.57 acres, more or less, and subject to easements and rights-ofway of record.

AND ALSO

All that part of North half of Northwest quarter of Southwest quarter and Northwest quarter of Northeast quarter of Southwest quarter lying South of Lateral 37 in SECTION 25, TOWNSHIP 46 South, RANGE 42 East, situate in Palm Beach County, Florida, less that certain parcel contained in that certain Quit-Clairn Deed recorded in Official Records Book 2605, Page 1465, Public Records, Palm Beech County, Florida.

Subject to: Except a strip of land 40 feet in width lying each side of center line of any County Road and rights-of-way of the Lake Worth Drainage District as laid out on October 15, 1945, as in Deed Book

732, Page 377, Palm Beach County Records, and rights-of-way and easements of record. Being the Same property described as follows:

(1) All Of DEL-AIRE GOLF CLUB, as recorded in Plat Book 35, at Pages 1 through 4, in the Public Records of Palm Beach County, Florida; and

(2) All of DEL-AIRE GOLF CLUB. FIRST ADDITION, as recorded in Plat Book 37, at Pages 163 through 166, in the Public Records of Palm-Beach County, Florida; and

(3) All Of DEL-AIRE GOLF CLUB, SECOND ADDITION, as recorded in Plat Book 39, at Pages 66 and 67, in the Public Records of Palm Beach County, Florida.

