

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS RELATING TO:

Attorneys for:
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2500 East Hallandale Beach Boulevard
P. O. Box 700
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All of PLAT NO. 3 OF DELRAY VILLAS according to the plat thereof as recorded in Plat Book 39, Page 198, Public Records of Palm Beach County, Florida, except Parcels "A" and "S" thereof, (herein the subdivision and/or Property,) copy of which is attached hereto as Exhibit III.

WITNESSETH:

WHEREAS, Declarant plans to develop the property by constructing residential two-, three-, and four-unit townhouses on the respective lots therein, (except Lots 1 through 4 inclusive, Block 4) and by making certain improvements to the Common Areas as herein provided; and

WHEREAS, in order to preserve and protect the value and desirability of the property, Declarant deems it prudent to place this Declaration of Covenants, Conditions and Restrictions of record and to impose same against the Property.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS. As used in this Declaration of Covenants, Conditions and Restrictions (herein Declaration), the following words have the following meanings:

A. ASSOCIATION shall mean and refer to DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns. A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto and made a part hereof as Exhibits I and II respectively.

B. BOARD shall mean the Board of Directors of the Association.

C. DECLARANT shall mean CAMPANELLI INDUSTRIES, INC., a Delaware corporation, authorized to do business in the State of Florida, its successors and assigns. Campanelli Industries, Inc. is the successor of Campanelli, Inc. a Massachusetts corporation, by virtue of the merger of said corporation with and into Campanelli Industries, Inc.

D. LOT shall mean and refer to any lot shown on the plat of PLAT NO. 3 OF DELRAY VILLAS.

E. IMPROVED LOT shall mean a lot upon which there has been constructed a townhouse unit, for which a valid Certificate of Occupancy has been issued by applicable governmental authority.

F. DWELLING UNIT shall mean and refer to a townhouse unit as same are permitted and defined in Section 500.21, K. 4. - Single Family Design (d) of the Palm Beach County zoning code. The proposed approximate location of each dwelling unit is as shown on Exhibit IV.

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G. LOT OWNER shall mean the holder or holders of the fee title to a lot as herein defined.

H. COMMON AREAS shall mean all real property including any improvements thereto, owned by the Association for the common use and enjoyment of the owners or property which Lot Owners have a right of easement and enjoyment in and to. Said Common Areas consist of the following:

Parcel B; Tracts R-1 and R-2; Tracts W-1 and W-2, and Lots 1 through 4 inclusive, Block 4, all of Plat No. 3 of Delray Villas according to the plat thereof as recorded in Plat Book 39, Page 198, Public Records of Palm Beach County, Florida, together with any improvements constructed or to be constructed thereon as provided herein, including but not limited to recreational facilities, lakes, open space and private streets.

I. INSTITUTIONAL LENDER shall mean and refer to any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan associations having a first mortgage lien upon any Lot or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

J. COMMON EXPENSE OR COMMON EXPENSES shall mean:

- (1) Expenses of administration of the Association;
- (2) Expenses declared common expenses by this Declaration, the Articles of Incorporation and By-Laws;
- (3) Any valid charge against the Subdivision as a whole.

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

2. RESIDENTIAL USE. All lots are restricted to the use of a single family, its household, servants and guests. Only one dwelling unit may be built on one lot. Buildings accessory to the use of one family may be erected provided such accessory buildings do not furnish accommodations for an additional family and provided further that written approval for such accessory building shall be first obtained from the Board. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a unit; otherwise no portable buildings or trailers may be placed on a lot. No building shall be enlarged by additions thereto or by screening in of a portion of the improved property or lot or portions thereof enclosed unless and until plans for such work shall have been approved in writing by the Board, which approval shall be granted or withheld at its sole discretion. Notwithstanding the foregoing, no improvements may be made to any Lot without the prior written approval by the Board, which approval shall be granted or withheld at their sole discretion.

3. OWNERS' EASEMENTS AND ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Areas, as elsewhere defined herein; such right and easement shall be appurtenant to and shall pass with the title to every lot, subject however, to the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

4. AGE LIMITATION ON PERMANENT RESIDENTS. In recognition of the fact that the property in the Subdivision has been platted, and the structures to be located thereon designed primarily for the comfort, convenience and accommodation of retired persons, the use of all Lots in the Subdivision is hereby limited to permanent residents sixteen (16) years of age or older. No person shall be permitted to reside in the Subdivision who is under the age of sixteen (16) years.

5. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon any of the foregoing described Lots; however, notwithstanding this restriction the Declarant and its assigns shall not be prohibited from operating a sales model or office on the described Lots.

6. LAWNS, LANDSCAPING, FENCES, WALLS, HEDGES, CLOTHES POLES, EXTERIOR RADIOS AND TELEVISION ANTENNAS, PARKING, HURRICANE OR STORM SHUTTERS AND COLOR OF IMPROVEMENTS INCLUDING BUT NOT LIMITED TO WALLS AND ROOFS. All portions of a Lot not occupied by a building or other permanent structure shall be grassed and kept as a lawn. No trees, shrubbery or other forms of landscaping except that initially installed by Declarant, shall be installed or maintained unless the same shall have first been approved in writing by the Board. The Board may arbitrarily withhold such approval. No walls, fences or hedges except those initially installed by Declarant, shall be permitted anywhere within the Subdivision except as approved in writing by the Board, which approval may be arbitrarily withheld. No outdoor clothes drying activities shall be conducted on any of the Lots. All garbage and trash containers and oil and gas tanks must be placed underground or in enclosed areas as to render the contents thereof hidden from view from adjoining properties. No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing described lots where express prior written approval of the size, shape, content, and location thereof has not been obtained from the Board, which approval may be arbitrarily withheld. Notwithstanding the foregoing, the Declarant shall have the right to place such signs upon the subject property as Declarant deems necessary and proper in its sole discretion in connection with the sale by Declarant of Lots and Improved Lots within the Subdivision including resales of the same. Unless prior written approval has been obtained from the Board and the Declarant, no exterior radio, television or any other electronic antenna or aerial may be erected or maintained, anywhere upon any of the foregoing described property. The parking or storage of automobiles and other motor vehicles except upon paved areas is prohibited. The parking or storage of boats and trailers, trucks in excess of one-half ton rated capacity, commercial vehicles, motor homes, campers and travel or other trailers upon any of the foregoing described property is prohibited. No hurricane and storm shutters shall be installed unless the same be of a type approved by the Board. The exterior color of all buildings and improvements upon all lots, including the roofs, shall remain the color initially designated and determined upon the construction of said improvement, provided, however said color may be changed by an owner with the prior written approval of the Board being first had and obtained. Notwithstanding the foregoing, no improvements may be made to any Lot without the prior written approval by the Board, which approval shall be granted or withheld at their sole discretion.

7. PETS. No more than one (1) dog or cat pet shall be permitted to be kept on an Improved Lot; provided that dog varieties which when fully matured, normally weigh in excess of twenty (20) pounds, may not be kept. All pets shall be kept on a leash when outside the unit. If any pet becomes a nuisance as determined solely by the Board of Directors, the owner of such pet covenants and agrees to dispose of said pet within ten (10) days after written notice from the Board. No pet shall be kept or raised for commercial purposes.

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8. MAINTENANCE OF PROPERTY. In order to maintain the standards of the Subdivision:

A. Lawn Maintenance and Spraying. The Association shall maintain, care for and replace all lawns within the Property, accordingly there is hereby reserved in favor of the Association the right to enter over, through and upon all of the Lots for the purpose of maintaining and caring for and replacing the lawns located thereon, the cost of which is hereby declared to be a Common Expense of the Association. Each owner of an Improved Lot in the Subdivision is hereby made liable to the Association for his assessed share, as hereinafter set forth, of such Common Expense. "Maintenance and care" within the meaning of this subparagraph (B) shall include mowing, trimming, pruning, edging, fertilizing, spraying and replacing of lawns. In the exercise of its discretion in this regard, the Board shall be governed by the principal that all lawns shall be fully maintained free from unsightly bald spots or dead grass and uniform in texture and appearance with surrounding lawns in the Subdivision. If the Board approves a request by an owner of a Lot to place upon said Lot trees, hedges, vines or other landscaping, the Board may determine to assess said owner an additional assessment for the maintenance of such trees, vines, hedges or additional landscaping or the Board may require the owner of the Lot to maintain such trees, hedges, vines or additional landscaping as it determines in its sole discretion. Should the Board determine to assess an owner for the maintenance of such trees, hedges, vines or additional landscaping, such assessment is not a Common Expense as herein defined, provided however, the lien provisions as set forth in this Declaration for Common Expenses shall also mean this assessment to the owner of the Lot.

B. Sprinkler System. The Association shall operate, maintain, repair and alter a fresh water sprinkler system, together with irrigation wells and pumps, such system to be constructed over, through and upon all of the Lots and Common Areas, in the Property, accordingly, there is hereby reserved in favor of the Association the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and upon all of said Lots, the cost of which is hereby declared to be a common expense of the Association. The owners of Improved Lots in the Subdivision shall be liable to the Association for their assessed share, as hereinafter set forth of such Common Expense including the cost of water distributed by the system on their respective lots, if any. In order to maintain uniformity in the maintenance and care of the grass, the Board shall have the right to determine the time and frequency that watering shall be performed.

C. Maintenance Obligation of Lot Owners. Each Lot Owner shall maintain in good condition and repair the interior and exterior of his townhouse (including, without limitation, walls, paint on walls, windows, doors, shutters, roofs, downspouts) and the party walls, and shall keep same in good, safe, clean, neat and attractive condition. In the event the Lot Owner fails to keep the premises in said condition, the Declarant, its successors or assigns, or the Association or assigns shall have the right to mail a fifteen-day written notice to the property address or the last known address of the Lot Owner advising the Lot Owner of failure to comply with the above provisions. Failure of the Lot Owner to correct the violation(s) within thirty (30) days of mailing of said notice shall give the Declarant, its successors or assigns or the Association, the right but not the obligation, to enter upon the premises and correct the violation, and such entry shall not be deemed a trespass. The Declarant, its successors and assigns or the Association shall have the further right to assess the Lot owner for the full cost of any services or maintenance performed pursuant to this paragraph and the cost of same shall be added to and become a part of the assessment to which such Lot is subject and said cost shall be a lien upon said Lot with the same force and effects as

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the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

9. **COMMON AREAS.** The owner of each improved Lot is hereby made liable to the Association for an equal prorata share of the actual cost (including taxes, utilities and insurance) of the operation, maintenance and repair of the Common Areas and for other common expenses provided for herein. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the operation, maintenance and repair of the Common Areas.

10. **ASSESSMENTS.** Assessments for the payment of all common expenses shall be made for the calendar year annually in advance, on December 1, preceding the year for which the assessments are made. All Common Expenses shall be apportioned and assessed equally to the Improved Lots.

Sums so assessed shall constitute a lien against the Improved Lots for which the assessment is made. Such assessments shall be due and payable in twelve (12) monthly installments on January 1st and the first of each month in the year for which the assessments are made. Only Improved Lots shall be liable for the payment of assessments as herein provided and shall commence sharing its share of the assessments commencing with the first month after the date of the deed of conveyance as to said Lot from the Declarant or its successors and assigns to the first grantee thereof. On default by any Lot Owner in the payment of such monthly installments, within thirty (30) days after the due date thereof, then the association, at its option, and without notice, shall be entitled to accelerate the payment of the balance of the monthly installments for the then current assessment year. In the event that such annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution by the Board of Directors of the Association and the Board of Directors may apportion the increase and the annual assessment over the remaining monthly installments for that year. If an annual assessment is not made as required herein, the assessment for the next month shall be in the same amount as paid in the first preceding month until a new assessment is made by the Board.

The Declarant for each Improved Lot owned by it and each owner of any Improved Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses provided for herein, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses, together with interest, costs and reasonable attorney's fees, including reasonable attorney's fees on appeal, shall be a charge on the lots and shall be a continuing lien upon the lots against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such lot as hereinbefore provided. If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the due date at the rate of ten (10) per cent per annum, and the Declarant, its successors or assigns, or the Association may bring an action at law against the lot owner personally obligated to pay

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the same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment all costs incurred or sustained in perfecting and enforcing such lien, the costs of preparing and filing 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, including attorney's fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lienholder without waiving the liens securing the same. The lien of assessments provided for herein shall be superior to all other liens, except tax liens and first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however the sale or transfer of such a lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to such sale or transfer. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Assessments assessed against lot owners in Leisureville - Delray Recreation Association, Inc. as provided in paragraph 28 hereof, shall be a common expense as defined in Article I-J (3) and shall be collected by the Association and remitted to the Recreation Association.

11. PARTY WALLS. The rights and duties of Lot Owners with respect to party walls shall be governed by the following:

- A. Each wall which is constructed as a part of the original construction, any part of which is placed on a dividing line between separate Lots, or otherwise divides portions of separate townhouses, one from the other, shall constitute a party wall, and with respect to such wall, each of the adjoining lot owners shall assume the burdens, and be subject to an easement for that portion of a party wall within his unit, and be entitled to the benefits of these restrictive covenants and to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.
- B. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly. The cost shall be shared equally by the adjoining Lot owners.
- C. If any such party wall is damaged or destroyed through the act of one adjoining owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner

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of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner.

- D. In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining owner.
- E. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successor in title.
- F. In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute and the decision of such Board of Directors shall be final and conclusive upon the parties.

12. ASSOCIATION MEMBERSHIP. Every owner of a Lot as defined herein shall automatically become a member of the Association. When more than one person holds an interest in any Lot, the vote for such Lot shall be cast by the owner thereof designated in a certificate filed with the Association and signed by all persons owning an interest in said Lot. In the event said certificate is not on file with the Association, no vote shall be cast for said Lot. Notwithstanding the foregoing, Declarant, its successors and assigns, shall not be required to file such a certificate in order to vote its votes.

13. VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those members as defined in Section 3 of the Articles of Incorporation with the exception of Declarant, its successors or assigns. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Declarant, its successors or assigns. The Class B members shall be entitled to three (3) votes for each Lot owned.

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 membership equals the total votes outstanding in the Class B membership, or
- (b) On December 31, 1983.

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Notwithstanding anything herein contained to the contrary, the Class B member shall have the right to elect all of the directors of the Homeowners Association until said Class B membership ceases in accordance with the foregoing provisions of this section or upon the voluntary relinquishment of such right by Declarant prior to the earlier of the events above mentioned.

14. IMPROVED LOT TO REMAIN SO CLASSIFIED. Once a Lot has become an Improved Lot as herein defined, it shall remain so classified and shall be subject to the obligations and liens as set forth in these restrictions as long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

15. ARCHITECTURAL CONTROL. Nothing shall be constructed or installed or changed or modified, altered or added to on a Lot, including but not limited to the landscaping thereof, without first obtaining the written approval of the Board as more particularly provided in this Declaration. The Board shall require plans and specifications showing the nature, kind, shape, height, materials, colors, type of landscaping and location of what the lot owner proposes to do and same shall have been submitted and approved in writing by the Board before construction or installment, etc., is commenced. In the event the Board fails to approve or disapprove, within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin has been commenced prior to the completion thereon, approval will not be required and this Article will be deemed to have been fully complied with. The Board of Directors as to the matters contained in Paragraphs 2, 6 and 8 which require Board approval, delegate the functions of the Board to a Committee to be known as the Architectural Control Committee which shall be composed of three (3) or more representatives appointed by the Board or the Board may act as said Committee.

16. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any of the Lot Owners, the Declarant or the Association.

17. INVALIDITY CLAUSE. Invalidation in any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

18. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land in perpetuity.

19. AMENDMENTS. This Declaration may be amended at any time by an instrument signed by not less than sixty (60%) percent of the Lot Owners. Any amendment must be recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the foregoing provisions of this paragraph, this Declaration may only be amended with the written consent of the Declarant until the 31st day of December, 1983, unless said requirement is terminated in writing by the Declarant prior thereto.

20. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. The lien of any type assessment provided for in this Declaration shall be superior to all other liens, except tax liens and institutional first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of such Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish such assessments as to payments which became due and payable prior to the date of such sale or transfer. Such sale or transfer shall not relieve such Lot from such liability or any assessment thereafter become due, nor from the Lien from any subsequent assessment.

21. COMMON AREAS - USE. The common areas are to be used solely as water management tracts, recreation areas, private streets and open space pursuant to reasonable rules and regulations promulgated from time to time by the Board of Directors which rules and regulations shall be uniformly applicable to all members.

22. ADDITIONAL ASSESSMENTS. The Association, may, upon the recommendation of the Board and 75% vote or written approval of the members, assess the members for such additional purposes as are set forth in the Association's Articles of Incorporation.

23. IMPROVEMENTS TO COMMON AREAS.

Declarant plans to improve Tracts W-1 and W-2 by excavating same in order to create lakes to afford open space and improve the aesthetics of the subdivision and for purposes of water management.

Declarant plans to improve Tracts R-1 and R-2 by the construction thereon of paved streets.

Declarant plans to improve Parcel B by landscaping same. Declarant may in its sole discretion improve Parcel B by placing such landscaping thereon as Declarant shall determine. To the extent that same is not landscaped, it shall remain in its natural state.

Declarant plans to improve Lots 1 through 4 inclusive of Block 4 by the construction thereon of various recreational type structures such as gazebos, swimming pool, pool deck, showers, bathroom facilities, shuffleboard courts and other similar type recreational improvements. The type and number of improvements to be constructed shall be in the sole discretion of and at the election of Declarant. No assessments shall be made for the maintenance of the said Recreation Area until the improvements shall have been made.

On December 31, 1983 or when the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership, whichever event first occurs, Declarant shall convey the common areas as improved to the Association, free and clear of liens and encumbrances and subject only to the terms and provisions of this Declaration. No consideration shall be payable in connection with said conveyance and the Association agrees to accept same.

24. DECLARANT'S GUARANTY. Declarant, its successors and assigns, hereby guarantees that the regular annual assessment for each Improved Lot for one (1) year from the date of the conveyance of the first Lot from Declarant to a Purchaser shall be in the maximum amount of the assessment per Improved Lot as determined by the Board of Directors in the first annual budget adopted by said Board as to the Improved Lots.

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During the period of said guaranty, the Declarant, its successors or assigns, shall pay the amount of the expenses incurred during that period not produced by the assessments at the guaranteed level receivable from other Lots and during said period, the Declarant shall not be required to pay any specific sum for its share of expenses as to any Lot owned by it, provided however said Declarant, its successors and assigns, shall pay the deficit during that period. Notwithstanding the Declarant's guaranty, the Declarant, its successors and assigns shall have the right, in its sole discretion, to pay the scheduled, i.e., regular amount of assessments for each Lot owned by it and if there is a deficit, the deficit shall be shared and paid equally by all Lots. This guaranty shall terminate as provided above or upon the election of a majority of the Board of Directors of the Association by the Lot Owners, whichever the sooner. During the period of said guaranty, each Improved Lot not owned by the Declarant shall pay the annual regular assessment in the amount determined by the Board of Directors for the first year in accordance with the terms of this Declaration.

25. EASEMENTS. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the Subdivision plat. Declarant reserves the right to such additional easements in the property as may be needed in connection with the servicing of the Lots or adjoining property owned by Declarant with the same or other services. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or the direction of flow of water through drainage channels in the easements.

26. RIGHT TO DECLARANT. Notwithstanding any provisions in this Declaration to the contrary, the Declarant shall have the right, with respect to the development of the property to construct units and other improvements on the Lots without obtaining the approval of the Board of Directors of the Association or the architectural control committee, provided however that same complies with the minimum applicable building standards and zoning laws of Palm Beach County, Florida.

27. RULES AND REGULATIONS. The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Areas and governing and restricting the use and maintenance of the Lots and improvements and landscaping thereon, provided however, the copies of such rules and regulations are furnished to each Lot Owner prior to the time same becomes effective and provided that said rules and regulations are furnished to each Lot Owner prior to the time same becomes effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration.

28. LEISUREVILLE - DELRAY RECREATION ASSOCIATION, INC.

Plat No. 3 of Delray Villas is a part of a larger planned unit development known as Villadelray West Planned Unit Development. Declarant, in addition to the development of Plat No. 3 of Delray Villas, is developing additional properties in Villadelray West; said properties shown and located on Sheet 1 of Exhibit "A" attached hereto.

In connection with the development of said properties, Declarant plans to construct a recreation center to be known as Leisureville - Delray Recreation Center on an approximate 5.87 acre recreation area tract located as shown on Sheet 1 of Exhibit "A". Declarant further plans to incorporate a recreation association to be known as Leisureville - Delray Recreation Association, Inc., a Florida non-profit corporation for the purpose of owning,

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managing, operating and maintaining the recreation center. All owners of lots in Villadelray West, a Planned Unit Development, (except for lot owners in Plat No. 2 of Delray Villas) shall be members of said association. The owners of Lots in Plat No. 2 of Delray Villas may become members upon executing an instrument subjecting owners respective lots to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions to be recorded by Declarant on the property in said Villadelray West establishing the Leisureville - Delray Recreation Association, Inc. No payment or consideration shall be payable by the Lot Owners in Plat No. 2 of Delray Villas for membership in the Association and their continuing membership shall be subject only to the same covenants, conditions and restrictions as is applicable to unit owners in Plat No. 3 of Delray Villas. The maximum number of lots which shall become subject to said Declaration of Covenants, Conditions and Restrictions shall be 1,400.

The proposed site plan for the Recreation Area is contained on Sheet 2 of Exhibit "A" and the facilities to be constructed on the Recreation Area by Declarant are described and shown on Sheet 3 of Exhibit "A". Declarant plans to commence the construction of said recreation center within nine (9) months from the date of recording of this Declaration of Covenants, Conditions and Restrictions for Plat No. 3 of Delray Villas.

The Declaration of Covenants, Conditions and Restrictions pertaining to the recreation association shall provide that lot owners in Villadelray West, a Planned Unit Development, shall not be assessed until the first month following the completion of the recreation center as evidenced by the issuance of a Certificate of Occupancy for the use thereof. The initial charge shall be in the sum of \$10.00 per lot per month which sum shall be guaranteed by Declarant for a period of three (3) years from the date of the first assessment or until 700 lots are subject to assessment whichever shall first occur. Thereafter, each lot shall be assessed their pro rata share of the required sums budgeted for the continued ownership, operation, maintenance and management of the recreation center.

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. In the event the facilities are constructed in stages, only one third of the total monthly charge shall be payable in connection with the commencement of each respective stage.

Lot owners of lots in Plat No. 3 of Delray Villas become members of said recreation association and by the acceptance of their respective deeds, will have agreed that his unit shall be subject to the Declaration of Covenants, Conditions and Restrictions to be recorded by Declarant establishing the recreation association; to abide by the rules and regulations of the recreation association, and to pay such assessments, dues and charges as shall be levied by the Board of Directors of said association in accordance with its Articles of Incorporation, By-Laws and the Declaration of Covenants, Conditions and Restrictions. The Covenants and Restrictions shall be recorded in the Public Records of Palm Beach County, Florida, prior to Declarant conveying an improved lot to a purchaser from Declarant. The Articles of Incorporation and By-Laws of the homeowners association are available for review by the respective members at the office of the Association.

The foregoing constitutes the present planning and intent of Declarant and lot owners shall be subject to the foregoing in the event the recreational area is in fact set aside and the recreational facilities constructed thereon in accordance with the plan. Notwithstanding the foregoing, however, it is specifically understood, covenanted and agreed that nothing contained in paragraph 28

commits or obligates the Declarant to implement the plan, if Declarant, in its sole discretion determines that it is not feasible nor desirable to set aside said recreational area and construct recreational improvements thereon, due to changes in the present economic circumstances.

Membership and Voting Rights in Recreation Association.

The Association shall have two classes of voting membership, Class A and Class B. The number of votes ascribed to each class shall be the same as for Class A and B members herein.

29. ENFORCEMENT. The Declarant, the Association, or any Lot Owner shall have the right to enforce these Covenants and Restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenants or Restrictions or to recover damages and against the land to enforce any lien created by these Covenants; and failure by the Association, the Declarant, or any Lot Owner to enforce any Covenant or Restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or enforce any lien created by these Covenants and Restrictions the prevailing party in said litigation shall be entitled to recover court costs and a reasonable attorneys fees, including court costs and reasonable attorneys fees in any Appellate proceeding.

30. PLAT VACATION. The Plat of Plat No. 3 of Delray Villas referred to herein may not be vacated in whole or in part unless the entire plat is vacated.

31. UNIT RECONSTRUCTION. In the event that a unit constructed by Declarant on an improved lot is destroyed or removed by or for any cause, if replaced, shall be replaced with a unit of at least similar size and type, however, not exceeding the dimensions of the destroyed or removed unit.

The recreation association shall also have the powers of a master association and all properties in Villadelray West Planned Unit Development shall be subject to assessment by said association for the purpose of the maintenance of the recreation area and facilities above described, together with any additional common areas in the planned unit development not otherwise maintained by an individual association. Additionally assessments may be made by said association for the promotion of the health, safety and welfare of the members of said association.

IN WITNESS WHEREOF, the Declarant hereof has caused this instrument to be executed this 5th day of June, A. D. 1980.

CAMPANELLI INDUSTRIES, INC.,
a Delaware corporation,
authorized to do business in Florida

Witnesses:

[Signature]
Annette Petty

By: John R. Comer
Vice President

The undersigned hereby joins in this Declaration for the purposes therein stated.

Witnesses:

[Signature]
Annette Petty
(As to President)

DEIRAY VILLAS PLAT 3
HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
President

[Signature]
Annette Petty
(As to Secretary)

Attest: Russell Campanelli
Secretary

83305 P1641

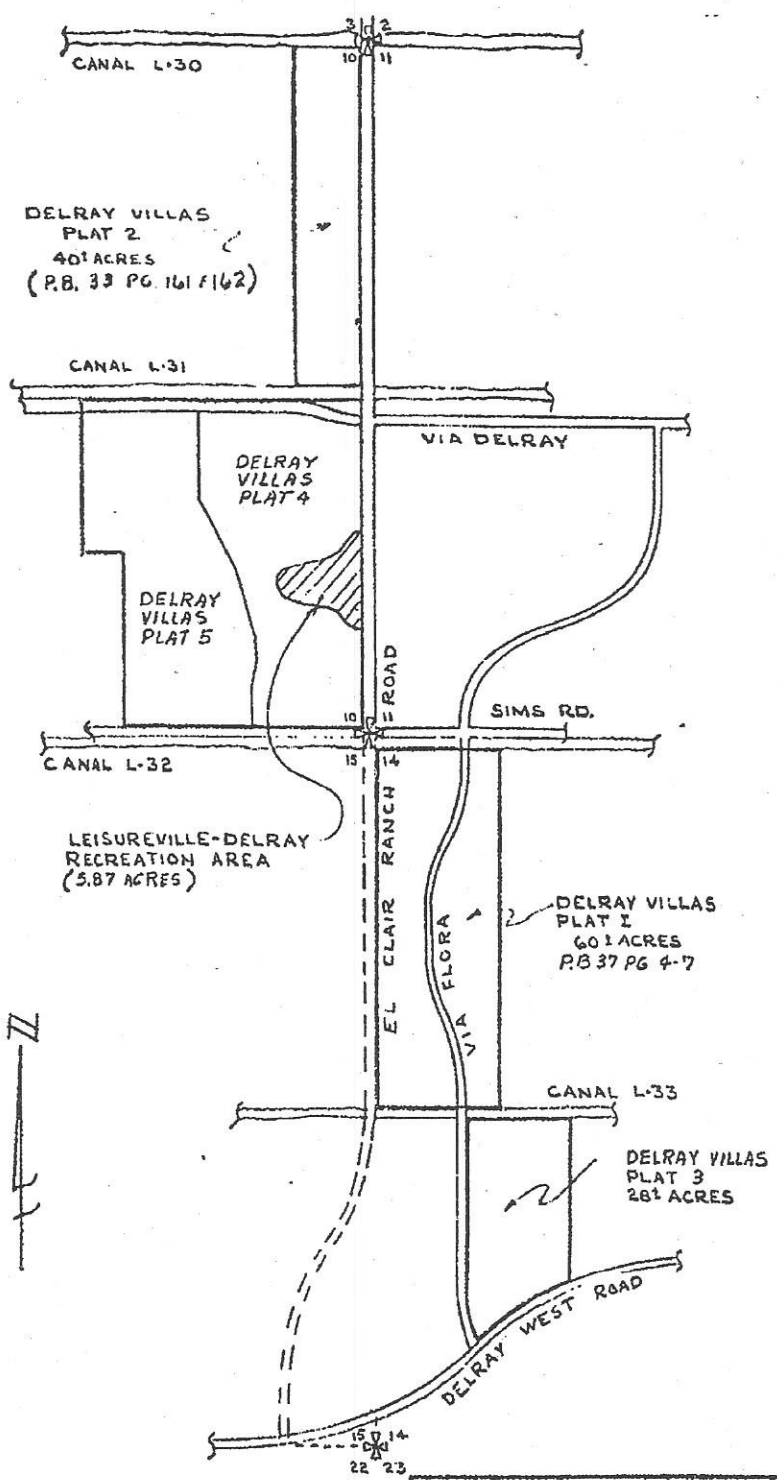


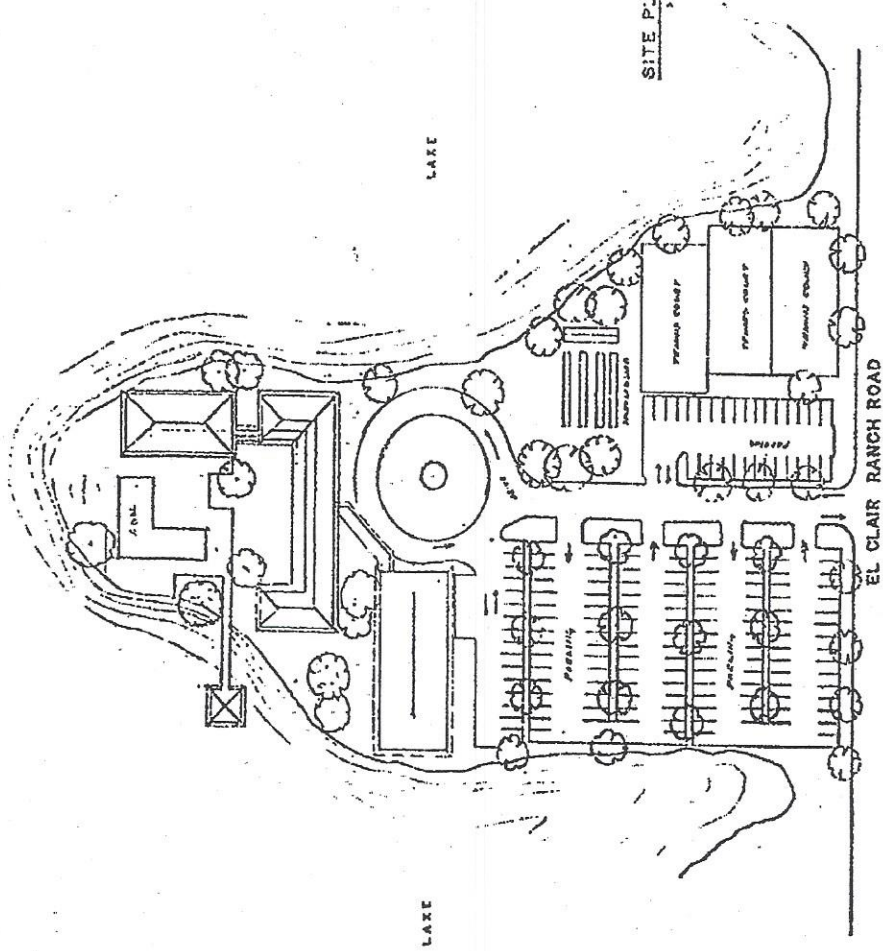
EXHIBIT A
LEISUREVILLE-DELRAY RECREATION AREA

REV 2/27/80 C.M.

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Field	Field Book	ROBERT E. OWEN & ASSOCIATES, INC.	Scale	Sheet	A-23684
Design	Pg		1"=1000'	1	
Drawn E.J.T.	Work Order	ENGINEERS PLANNERS SURVEYORS West Palm Beach, Florida	Date	Of	3
Checked	No 7-1209		1-25-79		

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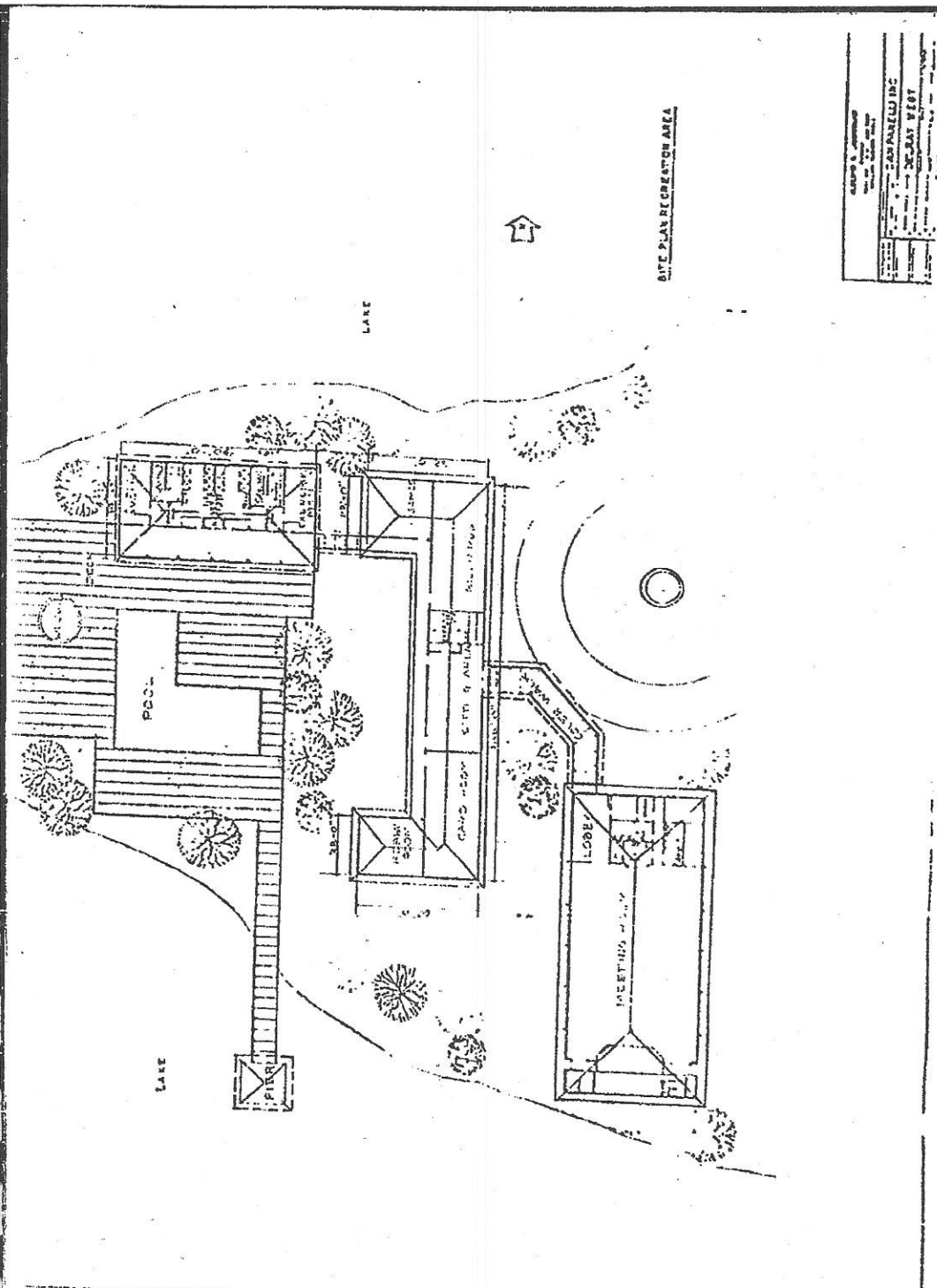
SITE PLAN RECREATION AREA
SCALE: 1" = 100'



HUBERT E. LADDON CIVIL ENGINEER 1400 RICHMOND ST. DELRAY BEACH, FLA. 33483	
CONSTRUCTION DELRAY BEACH, FLA.	
SHEET NO. 2	OF 2
DATE 1-25-79	PROJECT NO. 09-3
DRAWN BY	CHECKED BY
APPROVED BY	DATE

EXHIBIT A
LEISUREVILLE-DELRAY
RECREATION AREA

SCALE: AS NOTED	SHEET 2	FILE NO.
DATE 1-25-79	09-3	
PROJECT NO.		



DATE	1-25-79
SCALE	AS NOTED
SHEET	3
OF	3
FILE NO.	83305 P1645

83305 P1645

EXHIBIT A
LEISUREVILLE - DELRAY
RECREATION AREA

SCALE	AS NOTED	SHEET	3
DATE	1-25-79	OF	3
		FILE NO.	83305 P1645

ARTICLES OF INCORPORATION

OF

DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

1. NAME

The name of the Corporation is DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC., (herein the Association.)

2. PURPOSES

The Corporation is organized as a Corporation not for profit under the provisions of Chapter 617 of the Florida Statutes. The purposes for which the Corporation is organized are:

A. To provide an entity responsible for the operation of a subdivision in Palm Beach County, Florida known as PLAT NO. 3 OF DELRAY VILLAS, hereinafter referred to as "Subdivision."

B. To enforce, through appropriate legal means, the Declaration of Covenants, Restrictions, Reservations and Servitudes from time to time impressed upon and running with the lands in the Subdivision.

C. To ensure that the lands in the Subdivision shall remain an area of high standards containing townhouse residences, improvements and facilities designed primarily for the comfort, convenience and accommodation of its residents.

D. To operate, maintain and control the Common Areas consisting of the Recreational Areas, water management tracts, private streets and certain open space.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such building structures, landscaping, paving, street lighting and equipment, both real and personal, related to the health, safety and welfare of the members of the Association, as the Board of Directors by majority vote determines necessary and appropriate and/or convenient, and which seventy-five (75%) per cent of the members approve, either by vote at a meeting duly called or in writing.

Description of the lands in this subdivision is attached hereto as Exhibit "A".

3. QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION.

The members of this Corporation shall constitute all of the record owners of Lots in the Subdivision. Changes of membership in this Corporation shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record title to a Lot and delivery to the Corporation of a certified copy of such instrument, the owner designated by such

instrument thereby becoming a member of the corporation. The membership of a prior owner of such Lot shall thereby be terminated. Where any one Lot in the Subdivision is owned by more than one person, firm, individual or corporation or other legal entity, the composite title holder shall be and constitute one member of membership. Any person, firm, individual, corporation or legal entity owning more than one Lot shall be as many members as the number of said Lots owned.

4. VOTING RIGHTS.

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those members as defined in Section 3 with the exception of the Declarant, CAMPANELLI INDUSTRIES, INC. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Declarant CAMPANELLI INDUSTRIES, INC. The Class B members shall be entitled to three (3) votes for each Lot owned.

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 membership equals the total votes outstanding in the Class B membership, or
- (b) On December 31, 1983.

Notwithstanding anything herein contained to the contrary, the Class B member shall have the right to elect all of the directors of the Homeowners Association until said Class B membership ceases in accordance with the foregoing provisions of this section or upon the voluntary relinquishment of such right by Declarant prior to the earlier of the events above mentioned.

5. TERM

The existence of the Corporation shall be perpetual.

6. NAMES AND RESIDENCES OF SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are:

CONSTANTINO CICIONE	3601 N. E. 24th Avenue Fort Lauderdale, Florida
JOHN R. CARVER	2001 SW 13th Avenue Boynton Beach, Florida 33435
RUSSELL CAMPANELLI	2717 N. E. 29th Court Fort Lauderdale, Florida

7. DIRECTORS AND OFFICERS

The affairs of the Corporation shall be managed by its Board of Directors. The officers of the Corporation shall be a President, Vice-President, Treasurer and Secretary, which officers shall be elected annually by the Board of Directors. The Directors and officers may lawfully and properly exercise the powers set forth in paragraph 12 hereof, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the Agreements executed

pursuant to such powers are some or all of the persons with whom the Corporation enters into such Agreement or who are employed by or own some or all of the proprietary interests in the entity or entities with whom the Corporation enters into such Agreements. Disclosure of any such Agreements by setting forth the same in the Declaration of Restrictions for the subdivision as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the Directors and officers of this corporation of the powers pertinent thereto.

8. NAMES OF OFFICERS.

The names of the officers who are to serve until the first election or appointment are as follows:

CONSTANTINO CICIONE	President - Director
JOHN R. CARVER	Vice President - Director
RUSSELL CAMPANELLI	Secretary Treasurer - Director

9. BOARD OF DIRECTORS.

The Board of Directors shall consist of not less than three (3) nor more than five (5) persons initially; the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

CONSTANTINO CICIONE	3601 N. E. 24th Avenue Fort Lauderdale, Florida
JOHN R. CARVER	2001 SW 13th Avenue Boynton Beach, Florida
RUSSELL CAMPANELLI	2717 N. E. 29th Court Fort Lauderdale, Florida

10. BY-LAWS.

The original By-Laws are to be made by the Board of Directors. The same may thereafter be amended only with the approval of sixty (60%) per cent of all the Directors and not less than seventy-five (75%) per cent of the members of the Association.

11. AMENDMENT OF ARTICLES.

These Articles of Incorporation may be amended only with the approval of sixty (60%) per cent of all the Directors and not less than seventy-five (75%) per cent of the members of the Association.

12. POWER.

The Corporation shall have all of the following powers:

A. All of the powers set forth and described in Section 617.021 of the Florida Statutes.

B. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Subdivision intended to provide for the enjoyment, recreation, or other use of benefit of the Unit owners.

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C. To contract with a third party for the management of the Subdivision and to delegate to the Contractor all powers and duties of this Corporation except such as are specifically required by the Declaration and/or the By-Laws to have the approval of the Board of Directors or the membership of the Corporation.

D. To operate and manage the Subdivision in accordance with the sense, meaning, direction, purpose and intent of the Declaration of Restrictions as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration of Restrictions and/or By-Laws.

E. To promulgate rules and regulations concerning the use of the Lots, streets, common areas and facilities in the subdivision.

F. To fix assessments to be levied against the lots to defray expenses and costs of effectuating the purposes and objects of the Association and to create reasonable reserves for such expenditures.

G. To charge recipients for services rendered by the Association and the user for use of Association property where it is deemed appropriate by the Board of Directors of the Association.

H. To pay taxes, insurance and other charges, if any, on or against the Common Areas.

I. To exercise all of the powers and duties expressly conferred upon it as set forth in the Declaration of Restrictions that may from time to time be filed with respect to the Subdivision, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Declaration of Restrictions herein mentioned.

13. INDEMNIFICATION.

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer at the time said expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

14. INITIAL REGISTERED OFFICE AND AGENT.

The street address of the initial registered office of this Corporation is 2500 East Hallandale Beach Boulevard, Penthouse I, Hallandale, Florida, 33009, and the name of the initial registered agent of this corporation is S. LEE CROUCH, whose address is the same as that of the registered office.

WE, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation and in witness whereof we have hereunto set our hands and seals this 5TH day of June A. D. 1980.

B3305 P1649

Signed, sealed and delivered
in the presence of:

[Signature]

Annette Petty

[Signature]
CONSTANTINO CICIONE

[Signature]
JOHN R. CARVER

[Signature]
RUSSELL CAMPANELLI

STATE OF FLORIDA)
 : ss
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared
CONSTANTINO CICIONE, JOHN R. CARVER and RUSSELL CAMPANELLI
and acknowledged before me that they executed the above and foregoing Articles
of Incorporation for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal at Broward Fla said County and State this 5TH day of June
A. D. 1980.

[Signature]
Notary Public - State of
Florida



My commission expires:

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Description of All Lands in Subdivision

A parcel of land lying in the Southwest Quarter (SW 1/4) of Section 14, Township 46 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter (SW 1/4) of the aforesaid Section 14, run (bearings cited herein are in the meridian of Plat No. 1 of Delray Villas, as same is shown and recorded in Plat Book 37, at Pages 5 through 7, inclusive, Public Records of Palm Beach County, Florida) South $0^{\circ}41'42''$ East, along the West line of said Section 14, a distance of 80.01 feet to the South right-of-way line of Lake Worth Drainage District Canal L-33; the just mentioned South right-of-way line of Canal L-33, being parallel with, and 80 foot from, as measured perpendicularly to, the North line of the above mentioned Southwest Quarter (SW 1/4) of Section 14; thence North $88^{\circ}28'51''$ East, along said South right-of-way line, a distance of 678.65 feet to the POINT OF BEGINNING of the herein described parcel and from said point run by the following numbered courses:

1. Continue North $88^{\circ}28'51''$ East, along the South right-of-way line of Canal L-33, a distance of 855.70 feet; thence...
2. South $0^{\circ}17'43''$ East, a distance of 1250.03 feet to a point on the Northerly right-of-way line of Delray West Road (S.R. 806) as same is recorded in Road Plat Book 3, at Pages 24 through 30, inclusive, Public Records of Palm Beach County, Florida; said point being also in a 1871.73 foot radius curve, concave Southeast-erly, whose local tangent, passing through said point bears South $71^{\circ}21'41''$ West; thence...
3. Southwesterly, along the arc of the just described curve, subtending a central angle of $24^{\circ}58'01''$ and continuing along the previously mentioned North right-of-way line of Delray West Road, a distance of 815.62 feet; thence...
4. North $2^{\circ}22'35''$ East, a distance of 34.74 feet; thence...
5. North $41^{\circ}38'29''$ West, a distance of 10.57 feet to the beginning of a 590 foot radius curve, concave Easterly, having a central angle of $35^{\circ}51'03''$; thence...
6. Northwesterly, along the arc of the just described curve, a distance of 369.17 feet; thence...
7. South $89^{\circ}05'30''$ West, a distance of 6.51 feet; thence...
8. North $0^{\circ}29'39''$ West, a distance of 1270.59 feet to the POINT OF BEGINNING.

CONTAINING 27.960 Acres, more or less.

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Exhibit "A"


CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following
is submitted, in compliance with said Act:

First --That DELRAY VILLAS PLAT 3 HOMEOWNERS'
ASSOCIATION, INC. desiring to organize under the laws of the
State of Florida, with its principal office, as indicated in the
Articles of Incorporation at City of Hallandale, County of Broward,
State of Florida, has named S. LEE CROUCH
located at 2500 E. Hallandale Beach Boulevard, Hallandale, Florida 33009
County of Broward, as its agent to accept service of process within this
State.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above
stated corporation, at place designated in this certificate, I hereby accept
to act in this capacity, and agree to comply with the provision of said Act
relative to keeping open said office.

By: 
S. LEE CROUCH
(Resident Agent)

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