

This Instrument prepared by  
and to be returned to:  
Michael E. Chapnick, Esquire  
Sachs Sax Caplan  
6111 Broken Sound Parkway NW, Suite 200  
Boca Raton, FL 33487  
(561) 994-4499

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
DELRAY VILLAS PLAT 3 HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Covenants, Conditions, and Restrictions of Delray Villas Plat 3 Homeowners' Association, Inc. The original Declaration of Covenants, Conditions, and Restrictions for Delray Villas Plat 3 Homeowners' Association, Inc. is recorded in Official Records Book 3305 at Page 1630, of the Public Records of Palm Beach County, Florida.

DATED this 20<sup>th</sup> day of JANUARY, 2023.

**WITNESSES**

**DELRAY VILLAS PLAT 3  
HOMEOWNERS' ASSOCIATION, INC.**

Paula Beberman  
Signature

Paula Beberman  
Print Name

Marcen Gilman  
Signature

Marcen Gilman  
Print Name

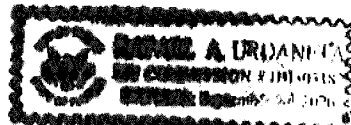
By: [Signature]  
President

By: [Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20<sup>th</sup> day of JANUARY, 2023, by Alan J. Schwelwar, as President, and Robert V. Albertson, as Secretary, of Delray Villas Plat 3 Homeowners' Association, Inc., a Florida Corporation, not-for-profit, on behalf of the corporation, who are personally known to me or have produced FEOL# 5546 40 39-132° and FLA A416-78 42-125-0 as identification.

[Notary Seal]



[Signature]  
Notary Public State of Florida at Large  
DANIEL A. Urdaneta  
Name typed, printed or stamped  
My Commission Expires:

EXHIBIT "A"

**AMENDMENTS TO THE  
THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.**

The Declaration of Covenants, Conditions, and Restrictions for Delray Villas Plat 3 Homeowners' Association, Inc. is recorded in Official Records Book 3305 at Page 1630, of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

**Item 1: Article 1, Section A of the Declaration of Covenants, Conditions, and Restrictions for Delray Villas Plat 3 Homeowners' Association, Inc. ("Declaration") shall be amended as follows:**

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. The Association shall be governed at all times by provisions of Chapters 617 and 720, Fla. Stat., as same may be amended from time to time, except for the provisions of Article 4, subparagraph B of this Declaration, which shall expressly be governed by the provisions of Chapter 720 as they existed prior to July 1, 2021.

**Item 2: Article 3, subparagraph (A) of the Declaration shall be amended as follows:**

The Association may levy reasonable fines, in the reasonable discretion of the Board, in amounts exceeding of up to \$100 per violation against any Lot Owner, or any Lot Owner's tenant, guest, or invitee for the failure of the Lot Owner of the parcel or his/her/their occupant(s), licensee(s) or invitee(s) to comply with any provision of the Association's Declaration, By-Laws or rules. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. Fines, in the aggregate, may also exceed \$1,000 for such continuing violations in the reasonable discretion of the Board of Directors. A fine of less than \$1,000 may not become a lien against a parcel, but a fine greater than \$1,000 may become a lien against the parcel, where allowable under Florida law. A fine which becomes a lien may be foreclosed in the same manner a mortgage is foreclosed. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

**Item 3: Article 4, subparagraph A of the Declaration shall be amended as follows:**

4. AGE LIMITATION ON PERMANENT RESIDENTS

4.1 It is the express intention of this Association to provide for housing for older persons aged fifty-five (55) and older, and to operate as such a community in accordance with the provisions of the Housing for Older Persons Act ("HOPA") contained within the Fair Housing Amendments Act of 1988 (42 U.S.C. §3607), and as further described in the Code of Federal Regulations (24 C.F.R. §100.301, et. seq.).

4.2 It is the further intention of the Association that ~~at least eighty percent (80%)~~ One Hundred (100%) percent of its occupied units be occupied by at least one person 55 years of age or older. As to ~~the remaining~~ up to twenty percent (20%) of the occupied units, the Association ~~shall~~ may adopt reasonable rules and regulations governing the occupancy of said units, which may include provisions for, among other things, utilizing those units which comprise ~~the remaining such~~ such twenty percent (20%) to accommodate the under fifty-five years of age surviving spouses of deceased permanent occupants who were qualifying occupants under this Section, or to accommodate units which are acquired by inheritance or intestate succession, by persons who were previously residing in the unit but who may be under 55 years of age. Under no circumstances shall any person under the age of forty (40) be allowed to permanently occupy a unit under any circumstances, unless such person: ~~a) is the surviving spouse of a deceased permanent occupant who was a qualifying occupant under this Section or b) has acquired the unit of a deceased qualifying occupant by inheritance or intestate succession, all provided that at least eighty percent (80%) of the Association's occupied units shall at all times be occupied by at least one person aged 55 years or older.~~ Children under the age of sixteen (16) are permitted to visit a unit for a period not to exceed a total of ninety (90) days per calendar year.

4.3. For purposes of this Section, the term "occupied unit" shall mean:

4.3.1. a unit that is actually occupied by one or more persons on the date that the HOPA exemption is claimed; or

4.3.2. a temporarily vacant unit, if the primary occupant has resided in the unit during the past year and intends to return on a periodic basis.

4.4. For purposes of this Section "occupied by at least one person 55 years of age or older" means that on the date of the HOPA exemption is claimed

4.4.1. at least one occupant of the unit is 55 years of age or older; or

4.4.2. If the unit is temporarily vacant, at least one of the occupants immediately prior to the date on which the unit was temporarily vacated was 55 years of age or older.

4.5. Notwithstanding the foregoing, the Association shall qualify under the HOPA exception even if:

4.5.1. there are unoccupied units within the Association, provided that at least 80 percent of the occupied units are occupied by at least one person 55 years of age or older; or

4.5.2. there are units occupied by employees of the Association (and their family members, residing in the same unit) who are under 55 years of age, provided the employees perform substantial duties related to the management or maintenance of the Association; or

4.5.3. there are units occupied by persons who are necessary to provide a reasonable accommodation to disabled residents as required by 24 C.F.R. §100.204 and who are under the age of 55.

4.6 The Association shall verify that the provisions of this Section have been complied with by obtaining such verification from all occupants of units, at the time of transfer of a unit, and thereafter at least as often as every two years, through surveys and affidavits. The Association shall keep copies of such surveys and affidavits, and supporting documentation, as part of the Association's official records. Reliable documentation of an occupant's age shall include, but not be limited to:

4.6.1. Driver's licenses;

4.6.2. Birth certificates;

4.6.3. Passports;

4.6.4. Immigration cards;

4.6.5. Military identification;

4.6.6. Other state, local, national, or international official document containing a birth date of comparable reliability; and,

4.6.7. An Affidavit executed by a person aged 18 or older certifying that at least one person in the unit is 55 years of age or older.

**Item 4: Article 4, subparagraph B of the Declaration shall be deleted in its entirety and replaced as follows:**

B. Lease Approval Authority. In order to assure a community of congenial residents and thus protect the value of the Lots and Living Units, the leasing of Lots shall be subject to the provisions identified herein:

(a) No lease of any interest in a Lot shall commence without the Lot Owner having first obtained the written approval of such lease by the Association. In addition, any and all such proposed occupants of a Lot being leased must be approved in advance by the Association and shall be subject to all of the restrictions contained in this Section 4.B. Any lease agreement in effect as of the effective date of this amendment shall be deemed approved. However, any renewal or extension of any existing lease, and all new leases, including renewals or extensions of such new leases, after the effective date of this amendment, shall be subject to the provisions of this Section 4.B.

(b) The Lot Owner shall notify the Association, in writing, of his/her intention

to lease his/her Lot. A copy of the Lease Agreement and a completed Lease Application package signed by the lessee must be provided to the Association not less than thirty (30) days prior to the beginning date of the lease of the Lot. The application must indicate the date when such lease is to take place.

- (c) Within thirty (30) days after the receipt of a completed and signed application, the Association shall either approve or disapprove of the lease. Disapproval of a lease shall not be arbitrary, but any lessee who is disapproved by the Association shall not be entitled to take possession of the Lot.
- (d) Any and all lease agreements between an Owner and a lessee of a Lot shall be in writing, must provide for a term of not less than three (3) months, nor more than one (1) year. Leases may be renewed with the approval of the Association's Board of Directors. The lease agreement must provide that the lease shall be subject, in all respects, to the terms and provisions of this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. Any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. No Lot may be subject to more than one (1) lease in any twelve-month period. However, notwithstanding the foregoing, where a tenant moves out early due to circumstances beyond his or her control (i.e., change of job), Owner shall have the authority as a hardship to enter into one (1) additional lease in the same twelve-month period subject to all the requirements of this Section 4.B.
- (e) Security Deposit. The Association has the right to require, as a condition to permitting the leasing of a Lot, the depositing with the Association of a security deposit up to one (1) month's rent or the highest amount allowable by law, made by either the lessor or lessee, which may be placed in a commingled account without interest. Upon termination of occupancy of the Lot by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful or negligent act(s) of the lessee or his invitees, tenants or guests, including, but not limited to, damage to the Common Areas. Any amounts remaining from the security deposit after the final costs of the aforementioned expenses are deducted shall be returned to the Lot Owner or Lessee who deposited same, by the Association, not later than fifteen (15) days from the end of the lease term.
- (f) Application Fees. The Association shall charge an application fee in connection with the lease of any Lot in an amount to be determined by the Board of Directors from time to time, but in no event less than One Hundred (\$100.00) Dollars per application. In addition, the Association shall have the authority to charge an additional fee, in an amount to be determined by the Board of Directors from time to time, where a prospective lessee requests an expedited review of his or her application. Said fee shall be remitted to the Association at the same time as the Lot Owner provides notice of such lease as provided in this Section 4.B. The application provided by the Association shall also require any further information that

the Association may reasonably require for purposes of screening applicants, including but not limited to, criminal background check, credit history, and financial background, including any necessary international background check for any tenant or occupant from another country, or where the Board believes the applicant(s) has been living abroad and the Board has determined that it is prudent to obtain such international background check. In addition to the application fee provided for herein, the Association shall further have the authority to charge the actual cost for any such background check required, for each adult occupant that will reside in the home. Notwithstanding the foregoing, the Association shall not require an additional application fee for a lease renewal where there are no pending violations or delinquencies on the property, and where there is no new occupant(s) being proposed to occupy the home.

- (g) The provisions of this Section 4.B, shall apply to all leases, including all renewals and extensions of such leases. Notwithstanding the foregoing, the Association shall have the authority to waive any of the leasing restrictions contained in this Section 4.B. for any renewal or extension of a lease where there are no pending violations or delinquencies on the property, and where there is no new occupant(s) being proposed to occupy the home. If a Lot Owner shall lease his/her Lot, he/she shall remain liable for the performance of all of the agreements and covenants in the Association documents, and shall be liable for any violations by his/her lessee of any and all use restrictions.
- (h) The lessee may be required to meet (either in person or virtually) with the Association to acknowledge that he/she takes occupancy subject to, and agrees to abide by the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. Such meeting shall take place after the Association has received the name, address and telephone number of the prospective lessee or a copy of the lease, and prior to the date of occupancy.
- (i) The Lot Owner must furnish the prospective lessee with a copy of the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. If the Lot Owner does not have a copy of such documentation, then the Lot Owner will be required to obtain copies from the Association at a reasonable cost at the time of application.
- (j) Notwithstanding anything to the contrary elsewhere in this Declaration, the Association neither has the duty to provide an alternate lessee, nor assumes any responsibility for the denial of a lease. Without limiting the Association's ability to disapprove of all leases and all occupants, a proposed tenant or occupant may be disapproved by the Association for any reasonable grounds, which reasonable grounds shall include, but not be limited to, the following:
  - (1) The person(s) seeking approval (which shall include all proposed occupants) fails to qualify for membership or occupancy in the Association, including, but not limited to, those applicants who fail to qualify for membership or

occupancy because of the restrictions on occupancy or ownership set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same may be amended from time to time; or

- (2) The person(s) seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons; or a felony involving or concerning moral turpitude; or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802); or has been convicted of any other felony within the five (5) years preceding the date of application; or
- (3) The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
- (4) The person(s) seeking approval (which shall include all proposed occupants) takes possession of the Lot prior to the approval by the Association as provided for herein; or
- (5) The person(s) seeking approval (which shall include all proposed occupants) has a history of violating the Association's governing documents, or a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/her conduct in this or any other Association as a lessee, guest, owner or occupant of a Lot; or
- (6) The person(s) seeking approval (which shall include all proposed occupants) fails to comply with the requirements of this Section 4.B., or misrepresents or includes any false information on any of the application materials submitted to the Association; or
- (7) The person(s) seeking approval (which shall include all proposed occupants) has a history of bad credit, or has a history of non-payment of assessments or other financial obligations to this or any other Association, or is otherwise demonstrated to be a clear financial risk to the Association; or
- (8) No lease will be approved if, at the time of the application, the Lot Owner is delinquent in the payment of any financial obligation to the Association under the Declaration or under any of the governing documents or the applicable Statute, or if the Lot is in violation of any provision of the Declaration

or the Rules and Regulations which remains uncured at the time an application is made hereunder.

- (k) There shall be no subleasing of a Lot, and no portion of a Lot (other than the entire Lot) may be rented. In addition, no transient tenancies shall be allowed, such as, but not limited to, a lease, license or other transfer or tenancy through an organization such as Air BNB, VRBO, or any other similar entity, website or organization, and it shall be considered a violation of this provision to list or post a Lot on any such website or through any such company, agency or organization. Further, other than the immediate family members of the lessee, there shall be no more than two (2) occupants per bedroom at any given time, and bedrooms shall be defined as those rooms that were originally constructed as bedrooms at the time a Certificate of Occupancy was issued for the Lots.
- (l) Guests, other than an immediate family member, which shall be defined as an Owner's spouse, parents, children, grandchildren, grandparents or siblings, who are not paying rent to the Owner, who are occupying a Lot without the Owner in residence for a period in excess of thirty (30) days in any twelve-month period, shall be considered a tenant and subject to approval by the Association as provided in this Section 4.B.
- (m) With respect to any tenant or any person present on any Lot or any portion of the Properties other than an Owner and the members of his immediate family permanently residing with him on the Lot, if such person materially violates any provision of this Declaration, the Articles or Bylaws, or if such person is a source of annoyance to the residents of the Properties, or willfully damages or destroys any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Properties, and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Properties and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.
- (n) No Lot Owner who purchases a Lot or otherwise acquires title to a Lot after the effective date of this amendment shall be entitled to lease his or her Lot until such Lot Owner has owned the Lot for a period of twenty four (24) months, which twenty four (24) month period shall commence upon the date title was acquired. For purposes of this Section, where a Lot Owner acquires title to a Lot and there is an existing tenant residing in the Lot under a lease agreement with the previous owner, such tenant shall be allowed to reside for the remainder of the lease term but must leave the property upon the end of the then-existing lease agreement. The twenty four (24) month restriction on renting the Lot will then commence upon the termination of any such existing lease agreement in place at the time the Unit Owner acquires title to the Unit. Such twenty four (24) month restriction on leasing shall not apply to the Association, in the event the Association takes title to a Lot as



a result of foreclosure, deed in lieu of foreclosure or otherwise. Additionally, this requirement shall not apply where title is acquired by an immediate family member of the Lot Owner, either through inheritance, devise, bequest, or due to the incapacity of the previous Owner, which immediate family member shall be defined as the Owner's spouse, parents, siblings, children, grandchildren or grandparent, or where the Lot has been transferred or otherwise conveyed to a trust or otherwise conveyed for bona fide estate planning purposes or pursuant to a bona fide estate planning device. In addition, such twenty four (24) month restriction on leasing shall not apply where title is acquired by one spouse from another spouse through a judgment or decree of divorce.

**Item 5: Article 8, Section D of the Declaration shall be amended as follows:**

- I. Proposed amendment replacing Article 8, Section D of the Association's Declaration of Covenants, Conditions and Restrictions:
  - D. Roofs and Exterior Walls.
    - I. Maintenance and Repair
      - a. Lot Owners shall, at their sole cost and expense, maintain and repair the roofs and exterior walls on their respective Villas. For purposes of this Paragraph, exterior walls that are inside screened enclosures added by Lot Owners shall be considered exterior walls, and the maintenance and repair of such walls shall be the responsibility of the Lot Owner to whom the Villa belongs. The responsibility to maintain and repair the roofs of the Villas shall include the entirety of the roofing structure, including, but not limited to, all fascia, gutters, downspouts, skylights and all patio roofs, which shall all be the responsibility of the applicable homeowner.
      - b. Prior to performing any maintenance or repair as required herein, Lot Owners must submit to the Association proposed plans, specifications, drawings, samples, contracts, and such other information as the Association may reasonably require (the "Application"). Upon the Association's receipt of an Application, the Association shall have not less than thirty (30) days within which to issue a written response either approving or denying the Application, or to request additional information. Should the Association not respond to a Lot Owner's Application by the thirty-first (31<sup>st</sup>) day after submission of all requested information, the Application shall be deemed approved and the Lot Owner may proceed with the work indicated in the Application. No work other than that specified in the Application shall be performed by the Lot Owner.

- c. The Board of Directors of the Association may adopt Uniform Specifications, which, if followed, do not require Application or approval as provided for herein.

## 2. ~~Roof Replacement and Exterior Wall Painting~~

- a. The Association finds that it is in the best interest of the community as a whole that ~~roof replacement and~~ exterior wall painting be accomplished on a building by building basis, so that the ~~integrity of the roofs across each of the Villas contained within a building are uncompromised, and so that the~~ wear and fade of paint colors remain consistent over time.
- b. To that end, the Association will establish a schedule of ~~replacement of the Villa roofs and the~~ painting of the exterior walls, which schedule may be amended and/or revised from time to time in its sole and absolute discretion.
- c. At such time as the Association determines that ~~roof replacement and/or~~ exterior wall painting is required for a particular building or buildings, the Association will arrange for such work to be performed by a duly qualified, licensed and insured contractor, and, shall contract to have such replacement ~~and/or~~ painting performed, either in its own name, or as agent and/or attorney in fact on behalf of the Lot Owners upon whose Villas the work is to be done.
- d. The Association shall have the authority to obtain financing in order to have the ~~Villa roofs replaced and/or the~~ exterior walls painted, or may otherwise fund such work, and shall have the authority to specially assess the Lot Owners receiving the benefit of such work, which special assessments may be liened and foreclosed in the same manner as other assessments made under this Declaration.

## 3. Roof Replacement.

- a. The replacement of all roofs shall be the responsibility of the individual Unit Owners within each particular building. In the event that a roof needs to be replaced and cannot simply be repaired or maintained, all Unit Owners within that particular building shall be obligated to have the roof replaced at their cost and expense. The determination as to when a roof needs to be replaced may be made by the Board of Directors in its reasonable discretion and based upon the advice of roofing consultants or experts retained by the Board of Directors from time to time. The replacement of any roofs pursuant to this section shall be subject to additional rules and regulations or guidelines adopted by the Board of Directors from time to time.

- b. Where a roof is determined to need replacement, the applicable Owners within the particular building shall be required to submit a request form and application, which shall be in a form determined by the Board of Directors, and shall obtain written approval and authorization by the Board of Directors prior to commencing any such roof replacement. Such roof replacement (as well as any other repairs or maintenance identified above in this section) shall further be subject to all rules and regulations or architectural guidelines and criteria as adopted by the Board of Directors from time to time.
- c. Owners in the particular building where the entire roof is required to be replaced shall share in the cost and financing of such roof replacement in their proportionate share for the work to be performed. Owners shall be required to obtain financing on their own to share in the costs of such roof replacement and each owner within each particular building whose roof needs to be replaced shall have a cause of action against each and every other owner within that building for failure to participate in such roof replacement or participate in the funding or financing of such roof replacement.
- d. Where one or more owner(s) fails to participate in such roof replacement or fails to provide adequate funding or financing of his or her proportionate share of the roof replacement, the Association shall have the authority, though not the obligation, to perform such necessary roof replacement or participate in the funding and/or financing of such roof replacement, and shall have the authority to charge such costs as an individual assessment against such applicable non-participating owner(s) with full collection rights like any other assessment pursuant to this Declaration, including the authority to file a claim of lien thereon.
- e. In the event a roof needs to be replaced, not due to damage or destruction, but because one or more owner(s) is obligated to replace his or her roof in order to obtain insurance coverage or renewal of an insurance policy, all such owners within that particular building shall be obligated to participate in the replacement of such roof, and such roof replacement responsibilities and obligations for the funding and financing of such roof replacement shall be as identified above.

**Item 6: Article 32 of the Declaration shall be deleted in its entirety and replaced as follows:**

32. Sales, Transfers and Conveyances. In order to assure a community of congenial residents and thus protect the value of the Lots, the sales, transfers and conveyances of Lots shall be subject to the provisions identified herein:

(a) Application Process. The Lot Owner shall notify the Association, in writing on an application form provided by the Association, of his/her intent to sell or transfer his/her Lot. The name, address, and telephone number of the prospective purchaser or transferee and a copy of the sales contract or transferring document must be provided to the Association, not less than thirty (30) days prior to the purchase or transfer of the Lot. The application provided by the Association shall also require any further information that the Association may reasonably require for purposes of screening applicants, including but not limited to, criminal background check, credit history, and financial background, including any necessary international background check for any Owner or occupant from another country, or where the Board believes the applicant(s) has been living abroad and the Board has determined that it is prudent to obtain such international background check. The application must indicate the date when such sale is to take place. For purposes of this Section 32, the term "transfer" shall include any purchase or sale of a Lot as well as any conveyance or acquisition of a Lot by gift, devise or inheritance.

(b) Approval or Disapproval. Within thirty (30) days after the receipt of a completed application, the Association shall either approve or disapprove the sale or transfer.

(c) Application Fees. The Association shall charge an application fee in connection with the sale or transfer of any Lot in an amount to be determined by the Board of Directors from time to time, but in no event less than One Hundred (\$100.00) Dollars per application. In addition, the Association shall have the authority to charge an additional fee, in an amount to be determined by the Board of Directors from time to time, where a prospective transferee requests an expedited review of his or her application. Said fee shall be remitted to the Association at the same time as the Lot Owner provides notice of such sale or transfer as provided in subsection (a) of this Section 32. In addition to the application fee provided for herein, the Association shall further have the authority to charge the actual cost for any background check for each adult occupant that will reside in the home required pursuant to this Section.

(d) Disapproval of Sales or Transfers for Good Cause. Notwithstanding the foregoing, the Association shall have the authority to disapprove of a sale or transfer for Good Cause, which Good Cause shall be defined as follows:

(1) The person(s) seeking approval (which shall include all proposed occupants) fails to qualify for membership or occupancy in the Association, including, but not limited to,

those applicants who fail to qualify for membership or occupancy because of the restrictions on occupancy or ownership set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same may be amended from time to time; or

- (2) The person(s) seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons or property; or a felony involving or concerning moral turpitude; or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802); or has been convicted of any other felony within the five (5) years preceding the date of application; or
- (3) The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
- (4) The person(s) seeking approval (which shall include all proposed occupants) takes possession of the Lot prior to the approval by the Association as provided for herein; or
- (5) The person(s) seeking approval (which shall include all proposed occupants) has a history of violating the Association's governing documents, or a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/her conduct in this or any other Association as a lessee, guest, owner or occupant of a Lot; or
- (6) The person(s) seeking approval (which shall include all proposed occupants) fails to comply with the requirements of this Section 32, or misrepresents or includes any false information on any of the application materials submitted to the Association; or
- (7) The person(s) seeking approval (which shall include all proposed occupants) has a history of bad credit, or has a history of non-payment of assessments or other financial obligations to this or any other Association, or is otherwise demonstrated to be a clear financial risk to the Association. In the alternative, where the person(s) seeking approval shows a clear financial risk to the Association as a result of information contained in their background check, the Association shall have the authority to require such person(s) to prepay assessments in an amount not less than six (6) months nor more than twelve (12) months upfront to the

Association as a condition of approval pursuant to this  
Section.