

DELRAY VILLAS PLAT 1
RULES AND REGULATIONS

Section 1. LEASING RESTRICTIONS

1. LEASING OF HOME. An Owner may lease or grant a license for only his or her entire lot and dwelling structure, and then only in accordance with these rules and regulations, after receiving the approval of the Association as provided for in these rules. Reference to "leasing" shall include rental and a license with the Owner. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal, license, or change in occupancy under, during or along with a Lease or license is referred to in these Rules and Regulations as a "Transfer".

1.1 Procedures.

A. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, the names of the intended occupants to occupy the Lot along with the lessee and such other information as the Board may reasonably require as to the proposed lessee(s) and any intended occupants. The Board shall require the personal appearance of any lessee(s), and his or her spouse and any other intended adult occupants, as a condition of approval. No occupancy or placement of personal belongings on or in the Dwelling Structure is permitted prior to the Board's approval.

B. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. The Transfer approval includes approval of the lessees and all intended adult occupants. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

C. Disapproval. A proposed Transfer shall be disapproved if a Board so votes, and in such case the Transfer shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

1. The Owner is delinquent in the payment of assessments or other monetary obligations due and owing to the Association at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
2. The Owner has a history of leasing his or her Lot/Dwelling Structure to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his or her Lot/Dwelling Structure;
3. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Governing Documents and/or Rules and Regulations of the Association;
4. The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, felony sex offenses, or felony drug offenses;

5. The lessee or other intended occupants, during previous occupancy, have violated the Governing Documents and/or Rules and Regulations of the Association;

6. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or

7. The Owner fails to give proper notice to the Board of Directors of his or her intention to lease his or her Lot.

8. Notice of disapproval shall be sent or delivered in writing to the Owner.

D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

E. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in the Declaration should these rules be violated.

F. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social and other data relating to the intended lessee(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and adult occupants within the time limits extended to the Association for that purpose, inclusive of criminal and other background checks. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

G. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approval, in the amount as set by the Board of Directors from time to time. Each intended adult occupant who is not a lessee shall be considered a separate applicant, subject to a separate transfer fee.

1.2 Contents in Lease Agreement. Every lease as of the date of recording of this amendment must be in writing, whether previously oral or written, and shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

The lessee and all occupants shall abide by all provisions of the Governing Documents and Rules and Regulations, as amended from time to time, which are deemed incorporated into the lease, the failure of which shall constitute a material default and breach of the lease.

B. The parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and Rules and Regulations, as amended from time to time.

C. The Association is entitled to an assignment of rent from the tenant when the Owner is delinquent in the payment of any monetary obligation due and owing to the Association, as provided for in Chapter 720, Florida Statutes as amended from time to time. Where the tenant fails to make the

required rent payment to the Association, or the landlord collects rent directly from the tenant after the Association provided such notice to the Owner and tenant, same shall be considered a material breach of the lease.

1.3 Additional Restrictions.

No residence shall be rented for more than one period in each fiscal year and not less than a three (3) month period.

B. No rooms may be rented, and no subletting is permitted.

C. Owners leasing their Lot/Dwelling Structure shall place in escrow with the Association the sum of Two Hundred Dollars (\$200.00) as a Common Area security deposit. Any balance remaining in the escrow account, less an administrative charge not to exceed Fifty Dollars (\$50.00), shall be returned to the Owner within thirty (30) days after tenant and all occupants vacate the Lot/Dwelling Structure. Chapter 83, Florida Statutes shall govern such security deposit.

D. No Lot or Dwelling shall be leased for the first three (3) years of ownership of the Lot by the Owner. The timeframe shall be measured from the recording of the deed or other instrument transferring title to the Lot. The foregoing shall apply whether the agreement is a lease, rental or license agreement, and shall be in conjunction with Florida Statute Section 720.306(1)(h).

Section 2. SALE RESTRICTIONS

2. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots and Dwelling Structures, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Lot shall be subject to the following provisions so long as the Community exists, which provisions each Owner of a Lot agrees to observe. Reference to "Lot" shall include the Dwelling Structure under these Rules and Regulations.

2.1 Forms of Ownership. No Lot may be owned by a corporate entity.

2.2 Transfer of Ownership of Lots.

A. Transfers Subject to these Rules

1. Sale or Gift. No Owner may dispose of a Lot or any interest in the Lot by sale or gift (including agreement for deed) without written approval of the Board of Directors;

2. Other Transfers. If any person acquires title in any manner not considered in the foregoing subsection (A)(1), his or her right to occupy or use the Lot or to continue occupying or using the Lot shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Lot before being approved by the Board of Directors) under the procedures outlined below.

The foregoing is sometimes referred to as a 'Transfer'. The term 'Transfer' also includes any intended non-Owner occupants to occupy the Lot along with the Owner;

2.3 Procedures.

A. Notice to Association.

1. **Sale or Gift.** An Owner intending to make a sale or gift of his or her Lot or any interest in the Lot shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, the names and addresses of the intended occupants to occupy the Lot along with the Owner, and such other information as the Board may reasonably require, and the transfer fee has been paid. The Board shall require the personal appearance of any purchaser (s) or donee(s) and his or her spouse and other intended adult occupants, as a condition of approval.

2. **Other Transfers.** The transferee(s) must notify the Board of Directors of his or her ownership and submit a certified copy of the instrument evidencing his or her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.

3. **Demand.** With the notice required in this Section 2.3, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Lot determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the notice set forth in Section 2.3 above.

4. **Failure to Give Notice.** If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Lot or making a gift of the Lot or otherwise obtaining title, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, or otherwise intend to violate the covenants of this Declaration and shall constitute good cause for Association disapproval.

B. **Approval.** Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the Transfer. The Transfer approval includes approval of the Owner/purchaser and all intended adult occupants. If a Transfer is approved, the approval shall be stated in a letter of approval signed by an officer or designee of the Board of Directors and delivered to the transferee. If the Board neither approves nor disapproves within these thirty (30) daytimes limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue such a letter to the transferee.

C. Disapproval.

1. **With Good Cause.** Approval of the Association shall be withheld if the Board votes. Good cause for disapproval shall include but not be limited to the following:

(a) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, felony sex offenses, or felony drug offenses;

(b) The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Governing Documents and/or the Rules and Regulations of the Association;

(c) The person seeking approval or intended occupants, during previous occupancy, has disregarded the Governing Documents and/or Rules and Regulations of the Association, by his or her conduct in the Community as a tenant, Owner or occupant of a Lot, or has displayed such attitude at the personal appearance before the Board or its designee;

(d) The person seeking approval has failed to provide the information, fees, including appearances required to process the application in a timely manner, or provided false information during the application process, or the required transfer fee is not paid; or

(e) The Owner is delinquent in the payment of the assessments or any other monetary obligations at the time the application is considered, the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors.

(f) The person who must seek approval fails to give proper notice of his or her intention to transfer title to the Lot or to continue as Owner of a Lot upon a gift or inheritance.

(g) The creditworthiness of the purchaser is such that there is a reasonable belief that the person will be unable to pay monetary obligations due and owing to the Association as an Owner.

D. Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 2.3 above, then within ninety (90) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter 'the seller') the name of an approved purchaser who will purchase the Lot upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two Member, Appraisal Institute appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his or her own title insurance, and all costs of mortgage financing; real property taxes and assessments and other monetary obligations shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than ninety (90) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages. If the Board fails to deliver the name of the approved purchaser within ninety (90) days as required above, or if the approved purchaser defaults in his or her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a certificate signed by an officer in recordable form shall be issued.

E. General Provisions.

1. **Unapproved Transfers.** Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should these rules be violated.
2. **Application Form.** The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchasers or new owners, and adult occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchasers, new owners and occupants within the time limits extended to the Association for that purpose as set forth in these rules. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.
3. **Transfer Fee.** The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals in the amount as set forth by the Board of Directors from time to time.

Section 3. MAINTENANCE FEES AND SPECIAL ASSESSMENTS

Section 3.1

Maintenance fees are due on the 1st of each month. Payment is considered late if not posted by the 30th day of the month. A \$25 late fee will be charged on any outstanding balance due at that time.

Section 3.2

The Board of Directors shall be entitled to pass a special assessment for any legitimate purpose. When required, a special assessment shall become payable due on the 1st of the month. Payment is considered late if not posted by the 30th day of the month. A \$25 late fee will be charged on any outstanding balance due at that time.

Section 3.3

Any owner account being turned over to an attorney for collection of delinquent maintenance fees and/or special assessments, will be charged an "Administrative fee" which is currently set at \$50.00, along with any interest, late fees, additional costs, or attorney's fees that may come due.

Section 4. Pet/Animal Rules

Section 4.1

Only 1 dog or 1 cat under 20 pounds shall be permitted to occupy a Lot or Dwelling Structure. All pets or animals must be approved by the Association.

Section 4.2

No pets in excess of (20) pounds at maturity are allowed. There is a limit of (1) dog or cat per unit. In no event shall any pet be permitted in any portion of the common or limited common areas (unless carried or on a leash, and under the control of the handler) or be curbed or tethered in any of the common areas. Pet droppings must be picked up and disposed of immediately. No cat or dog should be fenced in

on decks or left unattended. Dogs and cats must be walked on the perimeters of the property away from the Units. Cats are not allowed to roam the community.

Section 4.3

No pets are allowed inside the pool area gates. The Association is entitled to pass Emotional Support Animals rules and regulations.

Section 5. Motor Vehicles/Parking

Section 5.1 Compliance with the law.

All persons must comply with Florida State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and property. All vehicles must have a legal license plate displayed at all times. Motorcycles must also be registered and display a plate.

Section 5.2 Registration Application.

As of the date of these Rules and Regulations, all new Villa unit owners will only be entitled to park two (2) vehicles in the Association. All current Villa owners that own more than two (2) vehicles must park their third vehicle in the Association's overflow parking lot. All owners, including owners in single family homes and townhomes, must get Board approval to park more than two (2) vehicles in the Association. The Board will determine if there is sufficient parking for more than two (2) vehicles. If approved, the Association will provide directions for parking in an assigned spot for the extra vehicle, if available.

Section 5.3 Registration.

All vehicles must be registered with the Association in order to park permanently in the community. Each Association registered vehicle will be issued an Association decal, which shall be displayed on each owner/ tenant vehicle (s) at all times. Non-registered vehicles that are temporarily parked overnight must get approval from the Association and/or the Association's Parking Subcommittee.

Section 5.4 Limitations on Use.

Vehicles not displaying a DV 1 decal and that are not registered with the parking subcommittee, which are parked overnight longer than 72 hours will be subject to fines.

Section 5.5 Unit driveway

The parking/storage of trailers, recreational vehicles, commercial vehicles, motor homes, campers, and boats are prohibited on the unit's driveway. No vehicle shall be parked in such a manner as to impede or prevent ready access to the main road. All vehicles shall be clean and orderly. No truck shall be parked with unsightly items viewable in the bed of the truck.

Section 5.6 Parking

Parking on the grass or landscaped areas on common property or residential lots is prohibited. (Damage to the irrigation system will be the responsibility of violator).

Section 5.7 Speed-Limit.

The speed limit on Association property is fifteen miles per hour.

Section 5.8 Off Road and Unlicensed or Immobile Vehicles.

Off road vehicles including trail bikes, are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Except for

motor assisted bicycles and wheelchairs to accommodate a handicap, all motor vehicles used or parked on the Property shall be registered and properly equipped and in operating condition for safe travel on the public highways of the state.

Section 5.9 Motor Vehicle repairs

Motor vehicles will not be disassembled, rebuilt, or the subject of major repairs, painted or constructed on the Property.

Section 5.10 No Parking Areas.

Vehicles may not be parked in such manner as to block access to driveways, pedestrian crossing areas, designated fire lanes, or entrance to the parking lot.

Section 5.11 Enforcement.

Vehicles in violation will be towed after reasonable efforts to contact the person, dwelling unit owner or occupant to whom the vehicle is registered. In addition, a parking fine may be levied against the person, dwelling unit owner or occupant to whom the vehicle is registered subject to all procedural guidelines contained in Florida Statute §720.305, as it may be amended from time to time.

Section 6. Grill Safety

Section 6.1

The use of charcoal or solid fuel grills is prohibited. Each owner having a gas fueled grill needs to ensure that it is in safe working condition and is operated safely. No grill shall be used less than 10 feet away from exterior surfaces or combustible materials. The gas supply to the grill shall be in the closed position when the grill is not being used. The use of propane gas grills on patios that are not accessible from the outside is prohibited.

Section 6.2

Along with the requirements of 6.1, all occupants and unit owners must comply with The Florida State Fire Prevention Code, which include Florida Statute §633.202 and Florida Administrative Rule 69A-60 ("the Code"), as they may be amended from time to time.

Section 7. Flags and Storage

Section 7.1

Pursuant to Florida Statute 720.304(2), as it may be amended from time to time, an owner may display one portable, removable United States flag or official flag of Florida in a "respectful" manner, and one portable, removable official flag that is not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. No other flags shall be permitted.

Section 7.2

No clothes, sheets, blankets, laundry of any kind or articles shall be hung out of a unit or exposed on any part of the common elements. The common elements shall be kept clear of rubbish, debris, and other unsightly materials.

Section 7.3 External storage

Clothes lines, mops, brooms, buckets, trash, etc. are prohibited on non-enclosed porches or open outdoor areas. The front and rear porches must not impede an exit.

Section 7.4 Dwelling unit

The dwelling unit owner is responsible for his unit's preservation and cleanliness of the outside property (lot) including, but not limited to the driveway, patios, flower beds and plantings, etc. The Delray Villas Plat1 Board of Directors has total discretion as to the standard of "preservation and cleanliness".

Section 7.5 Exterior of Unit

The dwelling unit owner is responsible for maintaining the exterior portion of his unit in a sanitary, neat, and acceptable condition. The DV 1 BOD has total discretion as to the standard of "neat and acceptable condition".

Section 8. Signs

Section 8.1

Commercial signs are prohibited including, but not limited to, for sale signs. Up to one (1) political campaign signs may be permitted but can only be placed on the owner's Lot thirty (30) days before the candidate's election and must be taken down fourteen (14) days after the candidate's election. No signs can be no larger than 24" x 18". Unit owners may not place signs on common area.

Section 8.2

No signs shall be allowed in windows if the sign can be seen from outside the unit.

Section 9 Safety

Section 9.1

Skateboarding is prohibited. Trampolines are prohibited. Any type of pool is prohibited.

Section 10. Trash

Section 10.1

Trash containers and recycling containers shall not be visible from the street, other than on collection days. Containers can be on the street line no earlier than 5:00 pm the night before a collection day and returned in a timely manner. This will avoid unsightly and unsanitary conditions.

Section 10.2

Bags of trash, furniture, tires, other trash and/or miscellaneous debris are not to be left on the ground at any time, other than on collection days per Palm Beach County Waste pickup schedule.

Section 11. Architectural changes – Material Alteration, Improvements and Changes

Section 11.1

A dwelling unit owner seeking to make any material alteration, improvement, or change to any part of the exterior of the unit or Lot, including but not limited to, exterior painting, planting or removing trees, hedges, or the repair and replacement of roofs, porches, doors, windows, driveways, etc. must have

approval from the DV 1 architectural committee BEFORE doing the work. The Association has the authority to pass Architectural Guidelines for the community.

Section 12. Remedies of law, levy of fines, and suspension of use of rights.

Section 12.1

A unit owner, including his tenants and guests, are governed by and must comply with the governing documents of the community, and the Rules of the association. Actions may be taken for the failure or refusal to comply with these provisions as provided in Florida Statute Section 720.305, as amended from time to time.

Section 13. Activities

Section 13.1

No nuisance activities shall be allowed in or on the property, nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession, occupancy, and proper use of the property by its residents.

Section 14. No Trade, business, or profession, etc.

Section 14.1

Owners shall not be permitted to conduct commercial activity inside their Dwelling or on their Lot.

Section 14.2

All Yard sales, Estate sales, or Garage sales must be approved by the Board of Directors. The Board of Directors may limit the number of sales being conducted in the community.

APPROVED: 11-13-24
