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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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This instrument was prepared by (and return to):
Peter C. Mollengarden, Esq.
Rosenbaum Mollengarden PLLC
250 S. Australian Avenue – 5th Floor
West Palm Beach, FL 33401

This is not a certified copy

CERTIFICATE OF AMENDMENT TO THE HARBOUR CLUB DECLARATION OF RESTRICTIONS

WHEREAS, the **Harbour Club Declaration of Restrictions** (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **9471** at Page **1741,** et. seq.; and

WHEREAS, by the attached written consent forms, in lieu of a meeting of the membership of Harbour Club Association, Inc., a Florida not-for-profit corporation, the aforementioned Declaration was amended pursuant to the respective provisions thereof;

NOW, THEREFORE, the undersigned hereby certify that the following amendment is a true and correct copy of the amendment to the Declaration as amended by the membership by written consent in lieu of a meeting of the membership:

(Additions shown by "underlining",
deletions shown by "~~strikethrough~~",
unaffected text shown by "* * *")

15. ASSOCIATION TO ADOPT RULES AND REGULATIONS. The ASSOCIATION shall have the power, through its Board of Directors, to adopt reasonable rules and regulations respecting the use and enjoyment of any LOTS, COMMON AREA, PARKING SPACES, easements, STREET and driveways, including, but not limited to, (a) use of such lands for recreation purposes, (b) the control of traffic in the SUBDIVISION, (c) limiting the term of any leases of less to not more than one (1) year nor less than six (6) months duration, (d) pets, (e) occupancy by children (subject to applicable federal, state and local law), (f) noise, nuisances and disturbing activities, (g) maintenance and operation of any common lines, facilities, or systems, (h) use of the dune and beach area.

* * *

27. Lease or rental of LOTS and residences subject to Approval. Except as otherwise provided herein, no Owner may lease or rent a LOT and residence without the prior approval of the Board of Directors of the Association. The Board of Directors may disapprove of any prospective lease or rental for good cause as defined herein.

(a). Approval by Association.

An OWNER intending to accept a lease or otherwise rent his or her LOT and residence shall give the ASSOCIATION notice of such intention, together with the name and address of the intended lessee(s), and all intended occupants of the LOT and residence, and other such information as the ASSOCIATION may reasonably require regarding the intended lessee(s) and intended occupants, including, but not limited to, personal references, criminal history/background, employment information and history, completed applications on forms prescribed by the ASSOCIATION, and an executed copy of the proposed lease. It shall be the OWNER'S responsibility to obtain and submit to the ASSOCIATION, at the OWNER'S expense, the required and requested information and material concerning the intended lessee(s) and all intended occupant(s). Any change of occupancy or occupant(s) of a leased or rented

LOT and residence shall also be subject to the prior approval of the Board of Directors and be subject to the same submission and application process as the original lessee(s) and occupant(s). All leases shall be pursuant to written lease forms/agreements provided or approved by the ASSOCIATION, which forms/agreements must provide, or, shall be deemed to provide, that in the event the OWNER becomes delinquent in the payment of any assessment, fee, charge or other monetary obligation to the ASSOCIATION, the lessee must pay the rent under the lease to the ASSOCIATION, which shall apply such funds to the OWNER'S delinquency, which action or right shall be in addition to, and not in lieu of, all other rights of the ASSOCIATION pursuant to applicable law as amended from time to time.

Any lease shall also provide, and shall be deemed to provide, that in the event the lessee or any person occupying the LOT and residence with the lessee, or any family member, guest or invitee of the lessee, shall violate any provision of this Declaration or the rules and regulations of the ASSOCIATION, or if the OWNER of the leased LOT and residence is delinquent in any assessment, charge, fee or other monetary obligation payable to the ASSOCIATION, the ASSOCIATION (or the President on behalf of the ASSOCIATION), as the OWNER'S attorney in fact, may file an action in a court of competent jurisdiction seeking the removal or eviction of the lessee and all the occupants of the LOT and residence and the OWNER and lessee shall be jointly and severally liable for all attorneys' fees and costs incurred in such action which fees and costs shall be an assessment against the Owner's LOT subject to collection and foreclosure by the ASSOCIATION in the same manner as assessments for common expenses levied by the ASSOCIATION pursuant to this Declaration, and shall be the personal obligation of the OWNER and lessee. The foregoing shall be in addition to, and not in lieu of, all rights and remedies available to the ASSOCIATION at law or in equity. The renewal or proposed extension of any lease shall be regarded as a new lease and subject to notice and approval in the same manner as the original lease.

(b). Failure to Give Notice. If the notice to the ASSOCIATION herein required is not given, then at any time after receiving knowledge of the lease or rental of a LOT and/or residence, the ASSOCIATION, at its election and without notice, may approve or disapprove the lease or rental of the LOT and/or residence.

(c). Approval by Association. Within ten (10) days after receipt of such notice and all of the information and materials required or requested by the ASSOCIATION, the ASSOCIATION must either approve the lease or rental of the LOT and residence or disapprove it for good cause as provided in Subsection (d) below. The Board of Directors may, from time to time, appoint a committee, the members of which shall serve at the pleasure of the Board, to approve/disapprove the lease or rental or occupancy of a LOT and residence under this Section 27 of this Declaration.

(d). Good Cause. Good cause shall be defined to include the following:

i. Any person(s) seeking and/or requiring approval (including the proposed lessee(s) and any proposed or intended occupant of the LOT and residence) fails to qualify to occupy the LOT and residence pursuant to the provisions of the Declaration, Articles of Incorporation, Bylaws or rules and regulations of the ASSOCIATION. An applicant is disqualified if the proposed occupancy of the LOT and residence would create a violation of the restrictions or provisions set forth in this Declaration or the Articles of Incorporation, Bylaws or rules and regulations of the ASSOCIATION.

ii. Any person(s) seeking approval (which shall specifically include the proposed lessee(s) and all persons intending to use or occupy the LOT and residence) has/have been convicted, found guilty, or pled guilty or nolo contendere (no contest) to any felony or crime under the laws of any municipality, county, state, territory or country involving theft, violence, sexual related offense, damage or injury to persons or property, or involving the sale or distribution of drugs, narcotics or such other illegal substances or contraband, whether or not adjudication was withheld or a judgment of conviction was entered.

iii. Any person(s) seeking approval has a history of disruptive behavior or disregard for the rights and/or property of others as evidenced by his or her conduct within the Harbour

Club community as an OWNER, lessee or guest or as evidenced by his or her conduct as a resident of any other residential community or housing facility.

iv. Occupancy of the Lot and residence prior to the granting of approval by the ASSOCIATION per this Section 27 of this Declaration.

If the lease, rental or occupancy is disapproved for good cause, the OWNER shall be advised of the disapproval in writing and such lease, rental or occupancy shall not occur.

(e). In addition to, and not in lieu of, the other provisions of this Declaration and/or the rules and regulations of the Association concerning the lease or rental of a LOT and residence, in no event shall less than the entire LOT and residence located thereon be leased or rented such that the leasing or rental of an individual room or rooms, or anything less than the entire LOT and residence, is prohibited. No transient tenants shall be accommodated at any time. Additionally, no LOT and residence shall be permanently occupied by more than three (3) adults who are not related by blood, marriage or adoption without prior approval of the Board of Directors, nor, in any event, by more than two (2) persons per bedroom. The Board of Directors may adopt and amend, from time to time, rules and regulations defining permanent and temporary occupancy and, as noted in Section 15 of this Declaration, rules and regulations concerning the term or duration of any lease or rental of a LOT and residence.

(f). Proviso. The foregoing provisions of this Section 27 shall not apply to LOTS acquired by or conveyed to the ASSOCIATION.

* * *

WITNESS my signature hereto this 28 day of June, 2012, at Delray Beach, Florida.

Harbour Club Association, Inc.

Witness

By: Jeffrey Thoman
President

Jeffrey Steinberg
(PRINT NAME)

Witness

Attest: Sally Brachfeld
Secretary

Stephanie Cruz
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BECH :

The foregoing instrument was acknowledged before me this 28 day of June, 2012, by Jeffrey Thoman and Sally R Brachfeld, as President and Secretary, respectively, of Harbour Club Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced FL Drivers Licenses as identification and did take an oath.

(Signature)

BARRY KATZ
(Print Name)
Notary Public, State of Florida at Large

BARRY KATZ
Notary Public - State of Florida
My Comm. Expires Apr 8, 2013
Commission # DD 878831

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WRITTEN CONSENT

HARBOUR CLUB ASSOCIATION, INC.

This is a certified copy

The undersigned owner(s) and authorized voter(s) with respect to the below identified Lot located within the Harbour Club Replat, and subject to the jurisdiction of the Harbour Club Association, Inc., hereby approve and affirmatively consent to the amendments to the Harbour Club Declaration of Restrictions attached as Exhibit "A" hereto.

This Written Consent is hereby executed by all the record owners of the below identified Lot, or the record owner thereof authorized to vote with respect to such Lot.

Lot No: 13

Lot Address: 2954 FLORIDA BLVD

By: Sally Blachfeld

Print Name: SALLY BRACHFELD

Date: 2/29/12

By: _____

Print Name: _____

Date: _____

21V1942

WRITTEN CONSENT

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Lot No: 6

Lot Address: 2940 Florida Blvd

By: J Thomas

Print Name: Jeff Thomas

Date: 3/5/2012

By: Amy Thomas

Print Name: Amy Thomas

Date: 3/5/2012

21V1942

WRITTEN CONSENT

HARBOUR CLUB ASSOCIATION, INC.

The undersigned owner(s) and authorized voter(s) with respect to the below identified Lot located within the Harbour Club Replat, and subject to the jurisdiction of the Harbour Club Association, Inc., hereby approve and affirmatively consent to the amendments to the Harbour Club Declaration of Restrictions attached as Exhibit "A" hereto.

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Lot No: 7

Lot Address: 2942 Florida Blvd.

By: Jadi Taylor

Print Name: Jadi Taylor

Date: 3/6/12

By: _____

Print Name: _____

Date: _____

21V1942

ASSOCIATION. An applicant is disqualified if the proposed occupancy of the LOT and residence would create a violation of the restrictions or provisions set forth in this Declaration or the Articles of Incorporation, Bylaws or rules and regulations of the ASSOCIATION.

ii. Any person(s) seeking approval (which shall specifically include the proposed lessee(s) and all persons intending to use or occupy the LOT and residence) has/have been convicted, found guilty, or pled guilty or nolo contendere (no contest) to any felony or crime under the laws of any municipality, county, state, territory or country involving theft, violence, sexual related offense, damage or injury to persons or property, or involving the sale or distribution of drugs, narcotics or such other illegal substances or contraband, whether or not adjudication was withheld or a judgment of conviction was entered.

iii. Any person(s) seeking approval has a history of disruptive behavior or disregard for the rights and/or property of others as evidenced by his or her conduct within the Harbour Club community as an OWNER, lessee or guest or as evidenced by his or her conduct as a resident of any other residential community or housing facility.

iv. Occupancy of the Lot and residence prior to the granting of approval by the ASSOCIATION per this Section 27 of this Declaration.

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(f). Proviso. The foregoing provisions of this Section 27 shall not apply to LOTS acquired by or conveyed to the ASSOCIATION.

* * *

WRITTEN CONSENT

HARBOUR CLUB ASSOCIATION, INC.

The undersigned owner(s) and authorized voter(s) with respect to the below identified Lot located within the Harbour Club Replat, and subject to the jurisdiction of the Harbour Club Association, Inc., hereby approve and affirmatively consent to the amendments to the Harbour Club Declaration of Restrictions attached as Exhibit "A" hereto.

This Written Consent is hereby executed by all the record owners of the below identified Lot, or the record owner thereof authorized to vote with respect to such Lot.

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Lot No: 2

Lot Address: 2932 Florida Boulevard

By: [signature]

Print Name: Orrin L. Hudson

Date: 3/12/12

By: _____

Print Name: _____

Date: _____

21V1942

WRITTEN CONSENT

HARBOUR CLUB ASSOCIATION, INC.

(6)

The undersigned owner(s) and authorized voter(s) with respect to the below identified Lot located within the Harbour Club Replat, and subject to the jurisdiction of the Harbour Club Association, Inc., hereby approve and affirmatively consent to the amendments to the Harbour Club Declaration of Restrictions attached as Exhibit "A" hereto.

This Written Consent is hereby executed by all the record owners of the below identified Lot, or the record owner thereof authorized to vote with respect to such Lot.

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Lot No: 12

Lot Address: 2952 FLORIDA BLVD.

By: R B. DeGraff II GEN. PART.
THE DEGRAFF FAMILY LIMITED PARTNERSHIP

Print Name: RICHARD B. DEGRAFF

Date: 6 APRIL 2012

By: _____

Print Name: _____

Date: _____

21V1942

WRITTEN CONSENT

HARBOUR CLUB ASSOCIATION, INC.

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This Written Consent is hereby executed by all the record owners of the below identified Lot, or the record owner thereof authorized to vote with respect to such Lot.

Lot No: 10

Lot Address: 2948 FLORIDA BLVD.

By: _____

Print Name: JOHN PRESBITERO

Date: 4/17/12

By: _____

Print Name: _____

Date: _____

21V1942

WRITTEN CONSENT

HARBOUR CLUB ASSOCIATION, INC.

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This Written Consent is hereby executed by all the record owners of the below identified Lot, or the record owner thereof authorized to vote with respect to such Lot.

Lot No: 8

Lot Address: 2944

By: Lee H Pires

Print Name: Lee H. Pires

Date: 5-8-12

By: _____

Print Name: _____

Date: _____

21V1942

Money Mailer Franchise 380-32
April 2007 Legal Territory Map
Roads
County
Water
380-32 Franchise Territory
Martin FL
Palm Beach FL