



This Instrument prepared by:  
Wally Baldwin, Esquire  
Law Offices of Stabler & Baldwin  
5405 Okeechobee Blvd., Ste. 202  
West Palm Beach, FL 33417

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Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1283 - 1287; (5pgs)

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DELRAY VILLAS PLAT  
NO. 1 HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions relating to all of Plat No. 1 of Delray Villas according to the plat thereof as recorded in Plat Book 37, Page 4 of the Public records of Palm Beach County, Florida, except Tract "A" thereof, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3032 at Page 542; and

WHEREAS, at a duly called and noticed meeting of the membership of Delray Villas Plat No. 1 Homeowners' Association, Inc., a Florida not-for-profit corporation, held on June 10, 2015, the aforementioned Declaration, was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Covenants, Conditions and Restrictions for Delray Villas Plat No. 1 Homeowners' Association are a true and correct copy of the amendments as amended by the membership:

(SEE ATTACHED HERETO)

WITNESS my signature hereto this 15<sup>th</sup> day of June, 2015, at Delray Beach, Palm Beach County, Florida

[Signature]  
Witness

[Signature]  
Witness

DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC.

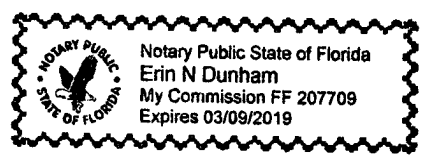
By: [Signature]  
Jerry Trust/President

Attest: [Signature]  
Marlene Peritzman/Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15 day of June 2015, by Jerry Trust and Marlene Peritzman, as President and Secretary respectively, of Delray Villas Plat No. 1 Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

[Signature]  
Notary Public, State of Florida at Large  
My Commission Expires:  
(SEAL)



AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS RELATING TO:

**1. Amendment to Paragraph 4a as follows:**

Renters. In recognition of the fact that the property in the Subdivision has been platted and designed primarily for the comfort, convenience and accommodation of retired persons, the use of all lots in the Subdivision is hereby limited to homeowners and/or renters and children aged sixteen (16) years of age or older.

1. No person under the age of sixteen (16) years shall be permitted to reside permanently or as a member of a renter's family in the Subdivision. This does not preclude children under the age of sixteen (16) years from visiting for a period not to exceed sixty (60) days per year.

2. Renter is responsible for abiding by all rules and regulations.

3. Owner is liable for any damages caused by renter to any common areas.

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

5. Owners shall acquaint renters with all rules and regulations pertaining to occupancy of residence as outlined in the Declaration of Covenants, Articles of Incorporation and the By-Laws. This also included the necessity for returning any and all keys at the termination of the lease.

6. Owner must tender the sum of two hundred (\$200) dollars to be held in escrow by the Association for damage expenses to the common areas, neighboring areas, and any damage incurred by violation of rules. These funds will be placed in an interest-bearing account.

7. Renter MAY NOT sublet the house he is renting, or any portion thereof.

8. No Lease shall be valid unless the proposed lease agreement and all proposed tenants are approved by the Association's Screening Committee which shall be comprised of not less than three (3) Association members appointed by the Board of Directors. Members of the Screening Committee shall serve at the pleasure of the Board. An Association member desiring to lease his/her Lot must file a written application with the Association Secretary on a form provided by the Association together with the processing fee and proposed written and signed lease agreement. No oral lease agreements shall be approved. Within thirty (30) days of the Association's receipt of the completed lease application and such other supplemental information as the Association may reasonably request, the Screening Committee shall either approve or deny the proposed lease. No Lease shall be approved until the proposed tenants are interviewed, either in person or by telephone, by the Screening Committee. Occupancy of the lot by any proposed tenant prior to lease approval by the Screening Committee is prohibited. If the Screening Committee fails to either approve or deny the lease application within thirty (30) days of the receipt of the application by the Association, the lease application shall be deemed approved.

9. A processing fee of fifty (\$50) dollars shall be charged to the homeowner for each rental application.

10. The above items nos. one through seven must appear in the renter's lease.

11. A lot/unit shall not be rented or leased until the expiration of one (1) year after purchase by the owner(s). The purchase of a lot/unit is deemed to have occurred on the date the owner acquires an ownership interest in the property.

**2. Amendment to Paragraph 10 as follows:**

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, except for lawn maintenance and care and sprinkler system maintenance shall be apportioned and assessed equally to the Improved Lots.

Common Expenses for law maintenance and care and sprinkler system maintenance shall be apportioned and assessed to the respective Lots in the following manner:

The 164 lots to be improved with townhouse unite - .263685% each

The 87 lots to be improved with cluster homes - .512537% each

The 22 lots to be improved with patio homes (except Lot 20, Block A) - .530841% each

Lot 20, Block A - .486480%

Sums so assessed shall constitute a lien against the improved Lots for which the assessment is made. Annual assessments are to be paid on a quarterly basis and are due on the first day of January, April, July and October each year. 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 quarter after the date of the deed of conveyance as to said Lot from the former owner or its successors and assigns to the first grantee thereof. On default by any Lot owner in the payment of such quarterly 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 quarterly 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 quarterly installments for that year. If an annual assessment is not made as required herein, the assessment for the next quarter shall be in the same amount as paid in the first preceding quarter until a new assessment is made by the Board.

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 assessments, 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 when due, after the delinquency date, the assessment shall bear interest from the due date at the highest rate per annum, and the Association may bring an action at law against the lot owner personally obligated to pay 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 filling 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 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 lien holder 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 by Delray Villas 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 a remitted to Recreation Association.

Capital Contribution:

Each purchaser of a lot subsequent to the enactment of this provision shall pay the Association at the time of closing and prior to transfer of record title an amount equal to six (6) months common assessment applicable to the lot for that year. The capital contribution upon the sale of each lot shall be utilized by the Association for operations, maintenance, and improvements to real property. The capital contribution required by this section shall constitute an assessment against the lot and shall be subject to the same lien rights and other rights of collection applicable to other assessments as granted to the Association.

**3. Amendment to Paragraph 20 as follows:**

**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 liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

1. The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

2. One percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the association as a defendant in the mortgagee foreclosure action. ~~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.