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 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
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This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE
 Becker & Poliakoff, P.A.
 Bank of America Centre
 625 North Flagler Drive, 7th Floor
 West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 AND THE ARTICLES OF INCORPORATION AND BYLAWS 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, the Articles of Incorporation and Bylaws for Delray Villas Plat No. 1 Homeowners' Association, Inc. are attached as an exhibit thereto; 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 February 8, 2005, the aforementioned Declaration, Articles of Incorporation and Bylaws were amended pursuant to the provisions of said Declaration, Articles of Incorporation and Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration, Articles of Incorporation and Bylaws is a true and correct copy of the amendments as amended by the membership:

(SEE ATTACHED HERETO)

WITNESS my signature hereto this 17 day of MAY, 2005, at Delray Beach, Palm Beach County, Florida.

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

Dale R. Michaud
 Witness

By: Litzi Marsh President

DALE R. MICHAUD
 (PRINT NAME)

Michael D. Plone Sr.
 Witness

Attest: Lillian List Secretary

MICHAEL D. PLONE SR.
 (PRINT NAME)

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 17 day of MAY 2005, by LITZI MARSH and LILLIAN LIST, 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.

Sigrid R. Chiddo (Signature)

SIGRID R CHIDDO (Print Name)



Notary Public, State of Florida at Large

AMENDMENTS TO 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, Public Records of Palm Beach County, except Tract "A" thereof (herein the "Subdivision and/or Property").

1. **Amendment to Section 8 adding a new Section F as follows:**

F. Interior Pest Control. The cost of interior pest control of houses is declared a common expense and charges for it are to be included in the annual assessment against all the improved lots to be paid in quarterly assessments. This service is to be provided at the discretion of the Board of Directors from time to time. Sums so assessed shall constitute a lien against the improved lot for which the assessment is made.

2. **Amendment to Section 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 162 lots to be improved with townhouse units - .27287% each.
The 87 lots to be improved with cluster homes - .53039% each
The 29 lots to be improved with patio homes (except Lot 20, Block A) -
.33275% each.
Lot 20, Block A - .33413%.~~

The 164 lots to be improved with townhouse units - .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. Such assessments shall be due and payable in twelve (12) monthly installments on January 1st and the first of each month in the year for which the assessments are made. Only Improved Lots

shall be liable for the payment of assessments as herein provided and shall commence sharing its share of the assessments commencing with the first ~~month~~ quarter after the date of the deed of conveyance as to said Lot from the ~~Declarant~~ former owner or its successors and assigns to the first grantee thereof. On default by any Lot owner in the payment of such ~~monthly~~ 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 ~~monthly~~ 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 ~~monthly~~ quarterly installments for that year. If an annual assessment is not made as required herein, the assessment for the next ~~month~~ quarter shall be in the same amount as paid in the first preceding ~~month~~ quarter until a new assessment is made by the Board.

~~The Declarant for each~~ Each owner of any Improved Lot ~~owned by it and each owner of any Improved Lot,~~ by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses provided for herein, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses, together with interest, costs and reasonable attorney's fees, including reasonable attorney's fees on appeal, shall be a charge on the lots and shall be a continuing lien upon the lots against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due.

~~The P~~personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot which shall bind such lot as hereinbefore provided. If the assessment is not paid ~~within ten (10) days when due,~~ after the delinquency date, the assessment shall bear interest from the due date at the highest rate of ~~ten (10) percent~~ per annum, and the Declarant, its successors or assigns, or 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 a reasonable attorney's fee to be fixed by the court together with the costs of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the

same manner that mortgages are foreclosed. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the 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 ~~Leisureville~~ — 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 and remitted to the Recreation Association.

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**AMENDMENT TO THE ARTICLES OF INCORPORATION
OF
DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

14. ~~INITIAL REGISTERED OFFICE AND AGENT. The street address of the initial registered office of this Corporation is 2500 East Hallandale Beach Boulevard, Penthouse I, Hallandale, Florida, 33009, and the name of the initial registered agent of this Corporation is S. LEE CROUCH, whose address is the same as that of the registered office.~~ The registered agent of the Corporation is Peter C. Mollengarden, Esquire of Becker & Poliakoff, P.A., 625 North Flagler Drive, 7th Floor, West Palm Beach, Florida 33401, provided, however, said registered agent may be changed from time to time by the Board of Directors of the Corporation.

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AMENDMENT TO THE BYLAWS FOR
DELRAY VILLAS PLAT NO. 1 HOMEOWNERS ASSOCIATION, INC.

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

Section 4. Directors

A. Selection: Number: Term: The affairs of this Association shall be managed by a Board of ~~nine (9) full-time Directors, and two (2) part-time Directors for a total of eleven (11) Directors,~~ who shall be members of the Association. At each Annual Meeting, the members shall elect three (3) Directors who shall be full-time residents for a term of three (3) years and two (2) part-time Directors who shall serve a term of one three (3) years. In the event of any vacancy occurring in the Board of Directors prior to the expiration of the term of office of the vacated seat, the remaining Directors, even if less than a quorum, shall fill such vacancy by a majority vote for the unexpired term of the vacated office. ~~The two (2) part-time Directors shall be nominated and elected from among the part-time residents and will serve with authority to participate and vote on all association matters during their period of residence in the community. A "part-time resident" is defined as an owner who resides in Delray Villas Plat No. 1 less than ten months per calendar year, provided, however, that if no part-time resident agrees to serve as a Director, all five Directors elected may be full-time residents. For the purpose of determining a quorum at Board meetings, part-time resident Directors shall only be counted during those periods of time they are in residence at Delray Villas Plat No. 1.~~

~~Any vacancy on the Board shall be filled for the unexpired term of the vacated office by the remaining Directors; provided, however, that Declarant shall, so long as it is the Owner of any Units in the project and continues to hold said Units for sale in the ordinary course of business, be entitled to designate one (1) member to serve on the Board of Directors, which member may not be removed from the Board except by the Declarant and should said membership resign from the Board, he will be replaced by the Declarant.~~

* * *

Section 11. ASSESSMENTS.

A. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Unit against which the Association 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. Any assessments which are not paid when due and payable shall be delinquent, and the assessment shall bear interest from the date of delinquency at the highest rate of ten (10%) percent per annum allowed by law from time to time. The Association may bring an action at law against the Owner personally obligated to pay

the same or foreclose the lien against the Unit. Interest, costs, and reasonable attorneys' fees, and costs and attorneys' fees on appeal, incurred in any such action or actions shall be added to the amount of such the assessment. No Member may waive or otherwise escape liability for the assessments provided for herein for any reason.

B. Annual assessments not received by the last day of January, April, July and October shall incur a twenty-five dollar (\$25.00) late fee, and special assessments not paid within thirty (30) days of the due date shall also incur a twenty-five dollar (\$25.00) late fee. The late fee shall apply to each month in which payment is not made and continues to be delinquent. For example, and for purposes of illustration only, if annual assessments due January 1st are not paid by the end of January, a late fee of twenty-five (\$25.00) dollars shall be imposed, and if such annual assessments are not paid by the end of February, an additional twenty-five dollar (\$25.00) late fee shall be imposed, which late fee shall be imposed for each month payment continues to be delinquent. Late fees or charges shall be added to the amount of any delinquent assessment, in addition to interest, costs and reasonable attorneys' fees, and costs and attorneys' fees on appeal

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