

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

**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 August 7, 2019, 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:

(ATTACHED HERETO)

WITNESS our signatures hereto this 3RD day of AUGUST, 2019, at Delray Beach, Palm Beach County, Florida

Witnesses as to
President and Secretary:

Marlene Peritzman

Witness

Rhoda Ginsbaum

Witness

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

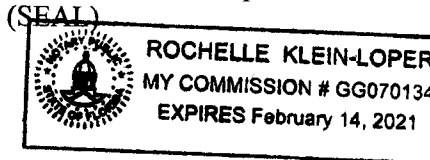
By: William D. Williams
President: William D. Williams

By: Ethel Siegel
Secretary: Ethel Siegel

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3RD day of AUGUST 2019, by William D. Williams and Ethel Siegel, 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.

Rochelle A. Klein-Loper
Notary Public, State of Florida at Large
My Commission Expires:



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 one hundred (\$100) 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. Additionally no lot/unit owner acquiring title after the effective date of this amendment may lease or rent any lot/unit (as used herein the term "lot" includes the residence thereon) for a period of thirty-six (36) consecutive months from the date title is acquired. This thirty-six (36) month period shall run from the date of recording of any instrument transferring any ownership interest in title to the lot/unit except for transfers to add members of the lot/unit owner's immediate family (defined for the purposes of this paragraph as a spouse, parents, or children) as titleholders with the lot/unit owner or to a trust where such transfers were undertaken for the purpose of estate planning. This restriction shall not apply to lots/units acquired by the Association while the lots/units are owned by the Association. If at the time of transfer of any interest in title a lot/unit is already leased or rented pursuant to a lease or rental agreement entered into by the previous owner, the aforementioned thirty-six (36) consecutive month period during which the lot/unit may not be leased or rented shall commence upon the expiration of the current term of the existing lease or rental agreement which may not be renewed or extended.~~

Proposed New Paragraph:

32. Restriction of Ownership: No person or permitted entity (other than the Association or a Mortgagee taking title by foreclosure or deed in lieu of foreclosure) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than two (2) lots or units including, without limitation, individually, jointly or through his or her spouse, roommate, a "straw man", or otherwise or a corporate entity as a partner, officer, director, shareholder, trustee, beneficiary or employee of any partnership, corporation, company, trust or any type of entity owning any ownership interest in or to a unit or lot. Such additional transfers shall be considered void.