

This Instrument prepared by:  
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**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, 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 OCT 11 day of NOVEMBER, 2020, at Delray Beach, Palm Beach County, Florida

Witnesses as to  
President and Secretary:

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

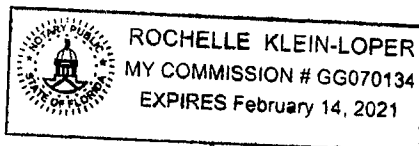
Marlene Pritzman  
Witness  
[Signature]  
Witness

By: Rhoda Birnbaum  
President: Rhoda Birnbaum  
By: Ethel Siegel  
Secretary: Ethel Siegel

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this OCT 11 day of NOVEMBER 2020, by Rhoda Birnbaum, as President for Delray Villas Plat No. 1 Homeowners' Association, Inc., a Florida not-for-profit corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and Ethel Siegel, as Secretary for Delray Villas Plat No. 1 Homeowners' Association, Inc., a Florida not-for-profit corporation who is personally known to me or has produced \_\_\_\_\_ as identification

(Seal)



Rochelle A. Klein-Loper  
Signature of Notary Public

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

**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 lawn 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 monthly basis and are due on the first day of each month of 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 month 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 monthly 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 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 installments for that year. If an annual assessment is not made as required herein, the assessment for the next month shall be in the same amount as paid in the first preceding month 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.

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 filing 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. A parcel owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present parcel owner may have to recover any amounts paid by the present owner from the previous owner. For purposes of this paragraph, the term 'previous owner' shall not include the Association should it acquire title to a delinquent property through foreclosure or by deed in lieu of foreclosure. Notwithstanding anything to the contrary contained herein, 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 as provided for in Paragraph 20 of this Declaration of Covenants, Conditions, and Restrictions, as amended.

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 and 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.

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

33. **SALE OR TRANSFER OF LOT:** In recognition of the close proximity of the houses which exist in this community, the mutual utilization and sharing of the community common areas and common property, and the compatibility and congeniality which must exist between the Lot Owners and occupants in order to make this community satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association to approve in writing each sale or transfer before such sale or transfer shall be valid and effective. A "transfer" shall be defined as the conveyance of any ownership interest in a lot or parcel.

Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by an application fee as required by regulation of the Board. When considering such application, the Board may promulgate rules governing criteria for approval and consideration shall be given to the moral character and financial responsibility of the proposed purchaser or transferee. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver of, or estop the Association from enforcing this provision in any other instance.

No sale or transfer shall be valid unless the proposed sale or transfer is reviewed 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 and shall advise the Board of their recommendation on approval or disapproval of the proposed transaction. The Board shall render the final determination on approval or disapproval of the proposed sale or transfer. Within thirty (30) days of the Association's receipt of the completed application and such other supplemental information as the Association may reasonably request, the Screening Committee shall advise the Board of Directors of their recommendation. No sale or transfer shall be approved until the proposed purchaser(s) or transferee(s) are interviewed, either in person or by telephone, by the Screening Committee. Any sale or transfer prior to approval by the Board of Directors is prohibited. If the Board of Directors fails to approve or deny the proposed sale or transfer within thirty (30) days of the receipt of the application by the Association, the lease application shall be deemed approved. The foregoing provisions shall not be applicable to conveyances to or from institutional first mortgagee's or to purchasers at foreclosure sales of mortgages held by institutional mortgagees.