

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

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

I HEREBY CERTIFY that the Amendment attached as "Exhibit 1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants, Conditions and Restrictions for Delray Villas Plat No. 1 Homeowners' Association, Inc. The original Declaration of Covenants, Conditions and Restrictions is 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 the Official Record Book 3032 at Page 542.

This Corrective Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Delray Villas Plat No. 1 Homeowners' Association, Inc., is being recorded to correct the improperly worded paragraph 32 which was inadvertently recorded in Official Record Book 30845, Page 1318, of the Public Records of Palm Beach County, Florida on August 23, 2019. This Corrective Certificate of Amendment and its attachments take priority and precedence over the previously recorded Amendment to paragraph 32.

DATED this 13<sup>TH</sup> day of NOVEMBER, 2019

Witnesses as to President and Secretary:

Marene Pritzger  
Witness #1  
Rhoda Burman  
Witness #2

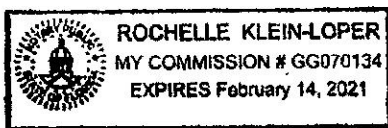
DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC.

By: William D. Williams  
William D. Williams, President  
By: Ethel Siegel  
Ethel Siegel, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

BEFORE ME personally appeared WILLIAM D. WILLIAMS, the President, and ETHEL SIEGEL, Secretary, of Delray Villas Plat No. 1 Homeowners' Association, Inc., who produced \_\_\_\_\_ and \_\_\_\_\_ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Delray Villas Plat No. 1 Homeowners' Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 13<sup>TH</sup> day of NOVEMBER, 2019.



Rochelle 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.~~

**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.