



CFN 20160226614
OR BK 28396 PG 0631
RECORDED 06/27/2016 13:34:11
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0631 - 634; (4pgs)

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 April 13, 2016, 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 28 day of April, 2016, at Delray Beach, Palm Beach County, Florida

Witnesses as to Marlene Peritzman
and William Williams:

Nicola Ames
Witness

John Hutchinson
Witness

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

By: Marlene Peritzman
Marlene Peritzman, President

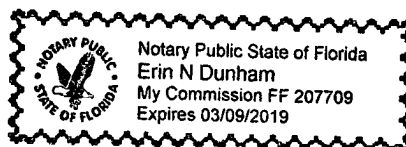
By: William Williams
William Williams, Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28 day of April 2016, by MARLENE PERITZMAN and WILLIAM WILLIAMS, as President and Vice President, respectively, of Delray Villas Plat No. 1 Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the D/L corporation. They are personally known to me, or have produced as identification and did take an oath.

Erin N Dunham

Notary Public, State of Florida at Large
My Commission Expires: 3/9/2019
(SEAL)



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 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 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; ~~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.~~ 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 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.