### DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC. A Non-Profit Florida Corporation

### INDEX OF RECORDED DOCUMENTS WITH SUMMARY

- 1. Revitalized Declaration.
  - a. Date. 6/13/2013;
  - b. ORB 26097, Page 1275.
- 2. Declaration, Articles 3, 10.
  - a. Date. 1/15/2014;
  - b. Amendment to the Declaration of Covenants, Conditions and Restrictions amending Article 3 to provide the Association with the right to fine and suspend use and voting rights; amends Article 10 of the Declaration to require a capital contribution in an amount equal to two quarterly assessments upon any sale or transfer of a unit within the Association.
  - c. ORB 0687, Page 690.
- 3. Declaration, Article 19.
  - a. Date. 2/6/2009;
  - b. Amendment of Declaration of Covenants, Conditions and Restrictions ("Declaration") allowing for the amendment of the Declaration by a majority of Lot Owners.
  - c. ORB. 23097, Page 0891.
- 4. By-Laws, Article 12, Paragraph A.
  - a. Date. 2/26/2009;

- b. Amendment to the By-Laws allowing for the amendment of the Declaration by a majority of Lot Owners.
- c. ORB. 23097, Page 0893.
- 5. By-Laws, Article 7, Paragraph A.
  - a. Date. 2/26/2009;
  - b. Amendment to the By-Laws allowing for the Board of Directors to contract for the management of the association with approval of majority of Lot Owners.
  - c. ORB. 23097, Page 0895.
- 6. Declaration, Article 4, Paragraph B.
  - a. Date. 3/14/2007;
  - b. Amendment of the Declaration prohibiting lease of Dwelling Unit within first 24-months after transfer of ownership thereof, or replacement of any person/entity on deed therefor; excepting lease under which parents or grandparents are lessees after purchase of Dwelling Unit by child or grandchild, or if transfer of title to Dwelling Unit was by will or intestate succession; allowing for the commencement of the prohibition on leasing Dwelling Units within first 24-months after transfer of title upon the termination of existing lease, including valid option periods; providing for a presumption anyone occupying Dwelling Unit for 20 or more days in a calendar year is leasing Dwelling Unit unless affidavit stating otherwise is approved by Board of Directors; providing for attorney's fees and costs

for the prevailing party in any dispute related to the foregoing amendment at all levels of legal dispute (demand through appellate); providing for a processing fee charged against the record title owner of a Dwelling Unit in an amount determined by the Board of Directors from time to time upon each rental application.

- c. ORB. 21515, Page 0997.
- 7. Declaration, Article 8, Paragraph D.
  - a. Date. 4/27/2007;
  - b. Amendment to the Declaration to provide for reimbursement in an amount determined solely by the Board of Directors of deductibles up to \$1,500.00 paid by those owners that replaced their roofs between 10/15/2005 and 11/1/2006.
  - c. ORB. 21672, Page 0863
- 8. Declaration, Article 8, Paragraph D.
  - a. Date. 4/27/2007;
  - b. Amendment to the Declaration mandating Unit Owners maintain and repair roofs and paint exterior stucco walls, including walls within screen enclosures constructed by Unit Owners; requiring the approval of the Board of Directors and the ARC; requiring any such approval be given within 30 days after plans, specs and proposed contract for any such work; mandating the application of funds held in reserve for maintenance of roofs and painting of walls be transferred to association's general account by December 31, 2007.
  - c. ORB. 21672, Page 0866.
- 9. Declaration, Article 10, Paragraph 3.
  - a. Date. 4/27/2007;
  - b. Amendment to the Declaration allowing for the addition of a monthly \$25.00 administrative late fee to become part of a lien on a Lot.
  - c. ORB. 21672, Page 0860.
- 10. Declaration, Article 32.
  - a. Date. 4/8/1999;
  - b. Amendment to the Declaration mandating lot owners that have entered into a contract to sell, transfer, or convey title of their lot/home submit a form application supplied by the association and a \$100.00 non-refundable application fee within 10 days thereof which form application shall contain the name, address and telephone number of the seller, the name, address and telephone number of the buyer, the date of transfer of title and a fine of \$10.00/day for failing to abide by the above terms; providing seller shall furnish buyer with the association's Governing Documents before or at closing, keys and passes to recreation sites, notices for payment of maintenance (past due and current), providing for penalty of seller under Article 29 of the Declaration; authorizing the creation of a screening committee whose function will be to interview and familiarize new owners with substance of Governing Documents and community rules.
  - c. ORB. 11039, Page 751.

- 11. Declaration, Article 1, Paragraph J.
  - a. Date. 12/10/1993;
  - b. Amendment to the Declaration providing the cost of pest control is a common expense.
  - c. ORB. 8024, Page 374.
- 12. Declaration, Article 32.
  - a. Date. 12/10/1993;
  - b. Amendment to the Declaration mandating lot owners that have sold, transferred, or conveyed title of their lot/home provide written notice to the association before or at closing, or transfer of title. Said notice must contain: the name, address and telephone number of the seller, the name, address and telephone number of the buyer, the date of transfer of title; providing seller shall furnish buyer with the association's Governing Documents before or at closing, keys and passes to recreation sites, notices for payment of maintenance; providing for penalty of seller under Article 29 of the Declaration in the event seller sells, transfers, or conveys lot or home without providing written notice to the association.
  - c. ORB. 8024, Page 372.
- 13. By-Laws, Article 4, Paragraph A.
  - a. Date. 12/10/1993;

- b. Amendment to the By-Laws mandating the affairs of the association be managed by a Board of 9 directors and that any such director may be a resident provided with power of attorney by the lot owner(s) specifying the resident's right to act as owner and serve on the Board of Directors given the resident is a relative or spouse of the lot owner and has resided in the association for at least one year before the election at which said resident runs for directorship; providing for the revocation of the above-referenced power of attorney and the immediate resignation of the resident as director and the appointment of another director pursuant to the By-Laws.
- c. ORB. 8024, Page 370.
- 14. Declaration, Article 10, Paragraph 2.
  - a. Date. 12/10/1993; Amendment to the Articles of Incorporation ("Articles") mandating payment of assessments on a quarterly basis.
  - b. ORB. 8024, Page 367.
- 15. Declaration, Article 4, Paragraph B.
  - a. Date. 1/28/1993;
  - b. Amendment to the Declaration allowing for the housing of persons 55 years of age or older.
  - c. ORB. 7568, Page 1754.
- 16. Declaration, Article 1, Paragraph J.
  - a. Date. 10/24/1986;
  - b. Amendment of the Declaration providing for monthly charges for basic cable television as Common Expense.
  - c. ORB. 5049, Page 1360.
- 17. Declaration, Article 8, Paragraphs C and D.

- a. Date. 12/20/1984;
- b. Amendment to the Declaration to mandate Lot Owners maintain the exterior of their townhomes which are not maintained by the association and expressly providing the association shall maintain the roofs and paint exterior walls, including the exterior front door.
- c. ORB. 4423, Page 0977.
- 18. Declaration, Article 4, Paragraphs A and B, Article 15.
  - a. Date. 4/12/1984;
  - b. Amendment to the Declaration restricting children under age 16 to visit no more than 90 days per calendar year; mandating renters adhere to the mandates of the governing documents; making owners liable for damages to common areas caused by their renters; limiting the number of times a residence may be rented to one time in any 12-month period, or for less than 3 months; owners must familiarize renters with community rules; prohibiting sub-leasing; mandating review of lease and interview Screening Committee prior to occupancy; a \$100.00 processing fee shall be charged to the owner for each rental application; mandating responsibility for damage to sprinklers on private or common areas shall be the responsibility of the owner; providing for the responsibility of the owner for changes necessitated to the sprinkler system as a result of the addition of a patio, or other approved construction on a lot; providing for a late fee penalty of \$5.00 if assessments are not paid by the 10<sup>th</sup> of each month and on a monthly basis thereafter for each payment not made.
  - c. ORB. 4209, Page 0399.
- 19. Original Declaration.

- a. Date. 6/10/1980;
- b. ORB. 3305, Page 1630.

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, Section 19 of the Declaration for DELRAY VILLAS authorizes the Declarant to amend the Declaration by an instrument signed by not less than a majority of the Lot Owners.

WHEREAS, the amendment set forth herein is for the purpose of amending the Declaration of DELRAY VILLAS.

WHEREAS, the amendment set forth does not materially affect a Lot Owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this amendment to the Declaration as follows:

I. This amendment hereby amends Article 10 of the Declaration as follows:

(additions indicated by <u>underlined text</u>)
(deletions indicated by text that has been <del>struck through</del>)

\*\*\*

The Declarant of each 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 purposed and capital improvements, such assessments to be established and collected as herein provided-, and (3) Capital Gains Maintenance Fees, defined herein as a nonrefundable and nontransferable contribution equal to two quarters of the then current quarterly assessments for the home at the time of acquisition; payment of which shall be a condition precedent to the exercise of rights of membership in DELRAY VILLAS upon any sale or transfer of title to any home therein. The assessments and Capital Gains Maintenance Fees 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 at the highest rate permitted by law, 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 and Capital Gains Maintenance Fee, together with interest at the highest rate permitted by law, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of each Lot at the time when the assessment feel 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 and an administrative late fee of \$25.00 per month shall become a continuing lien on the Lot which, shall bind such lot as hereinbefore provided. If the assessment is not paid within ten (10) after the delinquency date, an administrative late fee of \$25.00 per month will be charged and the Declarant, its successors, or assigns, or the Association may bring an action at law against the lot owner personally obligated to pay the same 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 cost 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 a reasonable attorney's fee to be fixed by the court together with costs of this 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 lienholder without waiving the liens securing 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 therefore; however, the sale of 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 payment which became due and payable prior to such sale or transfer. Such sale or transfer shall not relieve such lot fro liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

- II. This amendment hereby amends Article 3 of the Declaration as follows:

  (additions indicated by <u>underlined text</u>)

  (deletions indicated by text that has been <del>struck through</del>)
- 3. OWNER'S EASEMENTS AND ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Areas, as elsewhere defined herein; such right and easement shall be appurtenant to and shall pass with the title to every lot, subject however, to the provisions of the Declaration, the Article of Incorporation, and the By-Laws and the Rules and Regulations promulgated by the Association from time to time.

- (A) The Association may levy reasonable fines of up to \$100 per violation against any Lot Owner, or any Lot Owner's tenant, guest, or invitee for the failure of the Lot Owner of the parcel or his/her/their occupant(s), licensee(s), or invitee(s) to comply with any provision of the Association's Declaration, By-Laws, or rules. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. A fine of less than \$1,000 may not become a lien against a parcel, but a fine greater than \$1,000 may become a lien against the parcel. A fine which becomes a lien may be foreclosed in the same manner a mortgage is foreclosed. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the nonprevailing party as determined by the court.
- (B) The Association may also suspend, for a reasonable period of time. the right of a Lot Owner, or a Lot Owner's tenant(s), guest(s), or invitee(s), to use common areas and facilities for the failure of the Lot Owner or its occupant(s), licensee(s), or invitee(s) to comply with any provision of the Association's Declaration, By-Laws, or rules.
- (C) A fine or suspension may not be imposed without at least 14 days' notice to the person(s) sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Lot Owner and, if applicable, to any tenant(s), licensee(s), or invitee(s) of the Lot Owner.
- (D) If a Lot Owner is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the rights of the Lot Owner, or the Lot Owner's tenant(s), guest(s), or invitee(s), to use common areas and facilities until the monetary obligation is paid in full. This subsection does not apply to that portion of common areas used to provide access or utility services to the parcel. Suspension does not impair the right of a Lot Owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. The notice and hearing requirements described above and applying to fines and suspensions for reasons other than a delinquency in paying a monetary obligation do not apply to a suspension imposed under this paragraph.
  - (E) The Association may suspend the voting rights of a Lot Owner(s)

for the nonpayment of any monetary obligation due to the Association that is more than 90 days delinquent. A voting interest or consent right allocated to a Lot Owner, or parcel which has been suspended by the Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under 720 F.S., et seq., or pursuant to the Association's governing documents. The notice and hearing requirements described above do not apply to a suspension imposed under this paragraph. A suspension imposed under this paragraph ends upon full payment of all monetary obligations currently due or overdue to the Association.

- All suspensions imposed because of a delinquency in paying a monetary obligation for 90 days or more must be approved at a properly noticed board meeting. Upon approval, the Association must notify the Lot Owner and, if applicable. the Lot Owner's occupant(s), licensee(s), or invitee(s) by mail or hand delivery.
- Except as amended and modified herein, all other terms and conditions of III. the Declaration of DELRAY VILLAS shall remain in full force and effect according to their terms.
- This amendment has been proposed and approved by a majority of the Lot IV. Owners.

IN WITNESS WHEREOF, the Declarant has caused this amendment to the Declaration for DELRAY VILLAS to be executed by the duly authorized officer, this

18th day of December, 20 13.

<u>ia (hayma)</u> is nia Chayman

WITNESSES:

**DELRAY VILLAS PLAT 3** HOMEOWNERS' ASSOCIATION, INC.

By:

ACK PARKER

(Print name and title)

WITNESS

Charles E. Wilson
Print name

BAR BARA

18 Dec 2013



BARBARA MAGEE Notary Public - State of Florida My Comm. Expires May 15, 2015 Commission # EE 90481 Bonded Through National Notary Assn.



LARRY E SCHNER, ESQ 750 So Dixie Highway Boca Raton, FL 33432

Ca. 6 3

CFN 20090065215
OR BK 23097 PG 0891
RECORDED 02/26/2009 08:15:33
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0891 - 892; (2pgs)

## AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, Section 19, of the Declaration for DELRAY VILLAS authorizes the Declarant to amend the Declaration by an instrument signed by not less than sixty (60%) percent of the Lot Owners.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for DELRAY VILLAS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

- I. This Amendment hereby amends Section 19 of the Declaration as follows: (additions indicated by underline, deletions indicated by strikethrough)
- "19. AMENDMENTS. This Declaration may be amended at any time by an instrument signed by not less than sixty (60%) a rnajority of the Lot Owners. Any amendment must be recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the foregoing provisions of this paragraph, this Declaration may only be amended with the written consent of the Declarant until the 31<sup>st</sup> day of December, 1983, unless said requirement is terminated in writing by the Declarant prior thereto."
- II. Except as amended and modified herein, all other terms and conditions of the Declaration of DELRAY VILLAS shall remain in full force and effect according to their terms.
- III. This Amendment has been proposed and approved by sixty (60%) of the Lot Owners.

	e Declarant has caused this Amendment to the be executed by the duly authorized officer, this 00_9.
WITNESSES:	DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.
HARRIET MARROW WITNESS Hand Mann (Print name)	BY: JACK PARKEN (PRES.)  (Print name and title)
WITNESS Sheila PARKER (Print name)	
STATE OF FLORIDA COUNTY OF PALM BEACH	
FUO. , 2009, by	was acknowledge before me this 9 day of TOCK POWLEY, President of Delray Villas ho was personally known to me or who has produced
WITNESS my hand and official se	eal at the County and State aforesaid this $\underline{9}$ day of
	Notary Public My commission expires:  MY COMMISSION & DALL A SEPPRES. July 28, 2009 EMPRES. July 28, 2009 Finduan Notary Finduan Discount Assoc Co.



Page 2 of 2

I hereby certify that the foregoing is	a true copy
of the record in my office this day,	Jul 20, 2009.
Sharon R. Book , Glerk Circuit Cou	rt, Palm Beach County, Florida
BY Walk Kell and	Deputy Clerk
	<del></del>



LARRY E. SCHNER, ESQ. 750 So Dixie Highway Boca Raton, FL 33432

11 / 200

CFN 20090065216 OR BK 23097 PG 0893 RECORDED 02/26/2009 08:15:33 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pgs 0893 - 894; (2pgs)

### AMENDMENT TO THE BYLAWS FOR

### DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, Section 12, of the Bylaws for DELRAY VILLAS authorizes the Declarant to amend the Bylaws by a vote of sixty (60%) percent of the members voting in person or by proxy.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Bylaws for DELRAY VILLAS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Bylaws as follows:

- I. This Amendment hereby amends Section 12, paragraph A of the Bylaws as follows: (additions indicated by underlie, deletions indicated by strikethrough)
  - "A. These By-Laws may be amended at a regular meeting of the Members by a vote of sixty (60%) percent a majority of the members voting in person or by prexy."
- II. Except as amended and modified herein, all other terms and conditions of the Bylaws of DELRAY VILLAS shall remain in full force and effect according to their terms.
- III. This Amendment has been proposed and approved by sixty (60%) of the members voting in person or by proxy.

for DERLA	YTNESS WHEREOF, the Declarant has caused this Amendment to the Bylaws Y VILLAS, to be executed by the duly authorized officer, this <u>9</u> day of, 200 <u>9</u> .
WITNESSE	DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.
VATNESS HARRIE (Print name)	BY: JACK PARKER (PRES)  (Print name and title)
WITNESS 5 / C / A (Print name)	PARKER
STATE OF I	FLORIDA F PALM BEACH
Plat 3 Home	FOREGOING instrument was acknowledge before me this 9 day of 2. , 200 9, by Jack Parker, President of Delray Villas eowners' Association, Inc., who was personally known to me or who has produced ver's License) as identification.
WITI	NESS my hand and official seal at the County and State aforesaid this $9$ day of $0$ , $200$ , $200$ .
	Notary Public My commission expires:
	ET AINE C. SLONE  MY COMM.SEION # DD43. 4 5  EXPIRES July 28, 2009  HAULTNOTARY FI Notary Discount Assoc Co
. e	
Book230	997/Page894 Page 2 of 2
UHT	I hereby certify that the foregoing is a true copy of the record in my office this day, Jul 20, 2009.  Sharon R. Bock Gerk Circuit Court, Palm Beach County, Florida BY



LARRY E SCHNER, ESQ 750 So. Dixie Highway Boca Raton, FL 33432



CFN 20090065217 OR BK 23097 PG 0895 RECORDED 02/26/2009 08:15:33 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pgs 0895 - 896; (2pgs)

### AMENDMENT TO THE BYLAWS FOR

### DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

THIS AMENDMENT is made this 9 day of FLD , 2009, by DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC., ("DELRAY VILLAS") pursuant to the BYLAWS, recorded in Official Record Book 3305 Page 1653, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Section 12, of the Bylaws for DELRAY VILLAS authorizes the Declarant to amend the Bylaws by a vote of sixty (60%) percent of the members voting in person or by proxy.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Bylaws for DELRAY VILLAS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

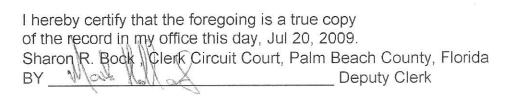
NOW, THEREFORE, Declarant makes this Amendment to the Bylaws as follows:

- I. This Amendment hereby amends Section 7, paragraph A by adding the following language to the Bylaws: (additions indicated by underlie, deletions indicated by strikethrough)
  - "A...The Board of Directors shall have the power to contract for the management of the Association with the approval of a majority of the Lot Owners."
- II. Except as amended and modified herein, all other terms and conditions of the Bylaws of DELRAY VILLAS shall remain in full force and effect according to their terms.
- III. This Amendment has been proposed and approved by sixty (60%) of the members voting in person or by proxy.

£ N	
	, the Declarant has caused this Amendment to the Bylaws ecuted by the duly authorized officer, thisday of
WITNESSES:	DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.
Haut Marm WITNESS  HALLIET MARAON  (Print name)  Sheila Parker  (Print name)	BY: JACK PARKER (PRES) (Print name and title)
STATE OF FLORIDA COUNTY OF PALM BEACH	*
THE FOREGOING instru Felo , 200 9, by Plat 3 Homeowners' Association, (Florida Driver's License) as identifie	ment was acknowledge before me this 9 day of Tacle Parker, President of Delray Villas Inc., who was personally known to me or who has produced cation.
WITNESS my hand and off	ficial seal at the County and State aforesaid this $\underline{\mathcal{G}}_{-}$ day of
	Elanic C Stone  Notary Public  My commission expires:
	ELAINE C. SLONE MY COMM.SSION # DD42 / 4 S EXPIRES July 28, 2009 I AND AND TARY  I NOT THE STATE OF THE S



Page 2 of 2





LARRY E. SCHNER, ESQ. 750 So. Dixie Highway Boca Raton, FL 33432 CFN 20070127290

OR BK 21515 PG 0997

RECORDED 03/14/2007 15:18:40

Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 0997 - 1000; (4pgs)

# AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

THIS AMENDMENT is made this 19 day of \_\_\_\_\_\_, 2007, by DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC., ("DELRAY VILLAS") pursuant to the Declaration of Covenants, Conditions and Restrictions ("Declaration"), recorded in Official Record Book 3305 Page 1630, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Section 19, of the Declaration for DELRAY VILLAS authorizes the Declarant to amend the Declaration by an instrument signed by not less than sixty (60%) percent of the Lot Owners.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for DELRAY VILLAS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby adds Article 4.B (aa) (1) as follows: (additions indicated by underline)

See attached

II. This Amendment hereby amends Article 4.B (7) as follows: (additions indicated by underline and deletions indicated by strikethrough)

See attached

Proposed amendment to add a new Article 4.B (aa) (1) to prohibit leasing in the first twenty-four (24) months of ownership, as follows:

tarn sasing and Renting Restricted.

- Question (1) Regardless of whether money or any form of consideration is tendered, obligated, or owed, no Dwelling Unit shall be leased or rented during the first twenty-four (24) months after a transfer of ownership and/or the addition or replacement of any individual or entity on a deed for a Dwelling Unit ("Leasing/Renting Restriction"). The Leasing/Renting Restriction shall not apply to instances of a child or grandchild purchasing a Dwelling Unit for his/her parents or grandparents to occupy or if a Dwelling Unit was obtained through transfer by a will or intestate succession.
- (2) In the event a Dwelling Unit is leased or rented through a written leasing or rental agreement at the time of transfer of ownership, this sub-section (aa) and the leasing/renting restriction expressed herein shall commence upon the termination of said written leasing or rental agreement, including any valid option periods.
- (3) Any individual(s) that is/are not the record owner(s) of a Dwelling Unit, or a spouse or domestic partner of a record owner, and is/are occupying any Dwelling Unit for more than 20 consecutive or inconsecutive calendar days in any calendar year (calculated as being from January 1<sup>st</sup> to December 31<sup>st</sup>), will be presumed to be leasing or renting a Dwelling Unit unless a valid, signed and notarized affidavit, affirming facts to the contrary, is tendered to, and approved by, the Board of Directors. Amongst other requirements set forth by the Board of Directors from time to time, said affidavit shall be affirmed in the presence of a Notary Public of The State of Florida.

- (4) The prevailing party in any disputes relating to any provision of this Article shall be entitled to recover reasonable attorney's fees and costs at all levels including the initial demand level through all trial and appellate levels.
- (5) The Association shall have the right to apply to a court of competent jurisdiction to seek, to the extent such remedies are permissible singularly or in combination, specific performance for the enforcement of this Article and/or monetary damages and/or to evict the violative occupant(s) in the name, place and stead of the record owner(s) of the Dwelling Unit and to seek all attorneys' fees and costs for said eviction from the record owner(s) of the Dwelling Unit.

Remaining sections unchanged.

Proposed amendment to Article 4.B (7) concerning a processing fee in instances of Dwelling Unit leases/rentals, as follows:

A processing fee of \$50.00 \$ 100.00, or such other amount as may be amended from time to time by the Board of Directors, Directors, shall be charged to to homeowner for each reptal application the record owner of the Dwelling Unit for each rental application.

Remaining sections unchanged

IN WITNESS WHEREOF, Delray Villas Plat 3 Homeowners Association, Inc has caused this Certificate to be executed in its name on 2/19/, 2006
Witness:  By Jack Parker, President  By Jack Parker, President  ATTEST:  By:  WILLIAM S L CAUSEY  STATE OF FLORIDA
COUNTY OF PALM BEACH
Sworn to or affirmed and signed before me on 2/19/07 by the above referenced individuals charge with making the above referenced statements, who are personally known, or produced the following as identification
Elani C. Sove Notary signature
Print, type or stamped commissioned name of Notary
ELAINE C. SLONE  MY COMMISSION # DD439034  EXPIRES: July 28, 2009  I-REB-3-NOTARY FI. Normy Discount Assoc. Co.
The state of the s



LARRY E. SCHNER, ESQ. 750 So. Dixle Highway Boca Raton, FL 33432 CFN 20070205291
OR BK 21672 PG 0863
RECORDED 04/27/2007 13:08:18
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0863 - 865; (3pgs)

## AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

THIS AMENDMENT is made this 4 day of 5 day of 6 day of 7 day of 7

WHEREAS, Section 19, of the Declaration for DELRAY VILLAS authorizes the Declarant to amend the Declaration by an instrument signed by not less than sixty (60%) percent of the Lot Owners.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for DELRAY VILLAS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

- I. This Amendment hereby amends Article 8, Section D to the Declaration as follows: (additions indicated by underlie, deletions indicated by strikethrough)
  - "D. Maintenance of Roofs and Painting of Exterior Walls. Except and provided below, the Association shall maintain and repair the roofs and paint the exterior stucce walls of all townhouses no seener than January 1, 1987, and therounder. The Association will make whatever stucce repairs are necessary at the time of painting. No additional Lot Owner vote is required to approve this maintenance and repair responsibility. This responsibility shall include all painting of such exterior walls. Walls that are now inside screened enclosures added by Lot Owners shall be considered exterior walls for the purposes of this paragraph, and the painting of such walls shall be the responsibility of the Association. This responsibility shall be carried out with due regard of Article 6 of this Declaration. The painting of all deers and windows shall continue to be the responsibility of the Lot Owners except that the Association shall be responsible for painting the exterior side of the front door. Each Owner of an Improved Lot in the Subdivision is hereby made liable to the Association for his share of the Common Expenses of exterior wall painting and

reof maintenance. In order to ensure the availability of sufficient funds to meet this responsibility, an amount doomed by the Board to be sufficient to build an adequate reserve shall be made a part of the regular annual budget for the years commencing in 1985 and thereafter. Monies reserved for the purpose of maintenance and repair of roofs and the painting of exterior walls shall be kept in a separate fund and used only for the stated purpose. The Association shall be responsible for roof replacement at the end of the life of the roof. However, as provided in paragraph "C" above, each Lot Owner shall be responsible for any repair of his roof or exterior walls caused by casualty or destruction including but not limited to fire, vandalism, or other casualty. The Association Board of Directors shall determine in its sole discretion whether a wall or roof repair is a maintenance item or a repair caused by casualty to the roof or wall.

Due to the needs of the community caused by the hurricanes of 2004 and 2005, the Association will reimburse owners their deductible expense for owners who had new roofs placed on their homes between October 15, 2005 and November 1, 2006. The amount of the reimbursement shall not exceed \$1,500,00. To be eligible, proper documentation is to be submitted and it is the sole discretion of the Board of Directors if the claim can be accepted. Amounts to be reimbursed will be set by the Board, in its sole discretion on an individual basis."

- Except as amended and modified herein, all other terms and conditions of the Declaration of DELRAY VILLAS shall remain in full force and effect according to their terms.
- This Amendment has been proposed and approved by sixty (60%) of the Lot Owners.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for DERLAY VILLAS, to be executed by the duly authorized officer, this day of maun , 200 %.

Lerensound Teresa Lund (Print name)

**DELRAY VILLAS PLAT 3** HOMEOWNERS' ASSOCIATION, INC.

> - PRESIDERES PARKEN

(Print name and title)

WITNESS

WITNESSES:

(Print name)

### STATE OF FLORIDA COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledge before me this 19th day of mauch 200, by <u>Tack faviler</u> , President of Delray Villa	of IS
Plat 3 Homeowners' Association, Inc., who was personally known to me or who has produce	d
(Florida Driver's License) as identification.	
WITNESS my hand and official seal at the County and State aforesaid this day or	f

Elavre C. Sleve Notary Public

My commission expires:





LARRY E. SCHNER, ESQ. 750 So. Dixle Highway Boca Raton, FL 33432 CFN 20070205292
OR BK 21672 PG 0866
RECORDED 04/27/2007 13:08:18
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0866 - 868; (3pgs)

### AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

THIS AMENDMENT is made this 19 day of March, 2002, by DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC., ("DELRAY VILLAS") pursuant to the Declaration of Covenants, Conditions and Restrictions ("Declaration"), recorded in Official Record Book 3305 Page 1630, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Section 19, of the Declaration for DELRAY VILLAS authorizes the Declarant to amend the Declaration by an instrument signed by not less than sixty (60%) percent of the Lot Owners.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for DELRAY VILLAS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

- 1. This Amendment hereby amends Article 8, Section D to the Declaration as follows: (edditions indicated by underlie, deletions indicated by strikethrough)
  - D. Maintenance of Roofs and Painting of Exterior Walls. Except and provided below, the Association shall maintain and repair the roofs and paint the exterior stucce walls of all townhouses no seener than January 1, 1987, and thereunder. The Association will make whatever stucce repairs are necessary at the time of painting. No additional Let Owner vote is required to approve this maintenance and repair responsibility. This responsibility shall include all painting of such exterior walls. Walls that are new inside screened enclosures added by Let Owners shall be considered exterior walls for the purposes of this paragraph, and the painting of such walls shall be the responsibility of the Association. This responsibility shall be carried out with due regard of Article 6 of this Declaration. The painting of all doors and windows shall continue to be the responsibility of the Let Owners except that the Association shall be responsible for painting the exterior side of the front door. Each Owner of an Improved Let in the Subdivision is hereby made liable to the Association for his share of the Common Expenses of exterior wall painting and

reof maintenance. In order to ensure the availability of sufficient funds to meet this responsibility, an amount deemed by the Board to be sufficient to build an adequate reserve shall be made a part of the regular annual budget for the years commencing in 1985 and thereafter. Menies reserved for the purpose of maintenance and repair of reofs and the painting of exterior walls shall be kept in a separate fund and used only for the stated purpose. The Association shall be responsible for roof replacement at the end of the life of the roof. However, as provided in paragraph "C" above, each Lot Owner shall be responsible for any repair of his roof or exterior walls caused by casualty or destruction including but not limited to fire, vandalism, or other casualty. The Association Board of Directors shall determine in its sole discretion whether a wall or roof repair is a maintenance item or a repair caused by casualty to the roof or wall.

All Unit Owners shall maintain and repair the roofs and paint the exterior stucco waits of all Unit. Walls that are now inside screen enclosures added by Unit Owners shall be considered exterior walls. No work shall occur without the approval of the Board and the Architectural Committee, which will be given within thirty (30) days of submission of plans, specifications and a proposed Contract for the work. Any funds held by the Association in a roof and/or paint reserve fund for maintenance and repair of roofs and the painting of exterior walls, shall be placed in the general Association fund by December 31, 2007"

- II. Except as amended and modified herein, all other terms and conditions of the Declaration of DELRAY VILLAS shall remain in full force and effect according to their terms.
- III. This Amendment has been proposed and approved by sixty (60%) of the Lot Owners.

BY:

Jeros Jurdberg WITNESS Teresa Lundberg

(Print name)

WITNESSES:

WITNESS

M = - A = - 28 - 25

(Print name)

DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

PRESIDENT

(Print name and title)

### STATE OF FLORIDA COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledge before me this 19 day of March 2007, by Tock Parker President of Delray Villas Plat 3 Homeowners' Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.
WITNESS my hand and official seal at the County and State aforesald this day of

Elavie C. Slone Notary Public

My commission expires:

ELAINE C. SLONE
MY COMMISSION # BD439034
EXPIRES: July 28, 2009
SUNOTARY FI. NORW Discoust Assoc. Co.



LARRY E. SCHNER, ESQ. 750 So. Dixie Highway Boca Raton, FL 33432 CFN 20070205290 OR BK 21672 PG 0860 RECORDED 94/27/2007 13:08:18 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pgs 0860 - 862; (3pgs)

# AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

THIS AMENDMENT is made this 9 day of 9

WHEREAS, Section 19, of the Declaration for DELRAY VILLAS authorizes the Declarant to amend the Declaration by an instrument signed by not less than sixty (60%) percent of the Lot Owners.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for DELRAY VILLAS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

- I. This Amendment hereby amends Article 10, paragraph 3 to the Declaration as follows: (additions indicated by undertie, deletions indicated by strikethrough)
  - "...The Declarant of each 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 convenant and agree to pay to the Association: (1) assessment 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 purposed 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 each 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 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 and an administrative late fee of \$25.00 per month thereof as hereinafter provided, thereupon\_shall\_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 after the delinquency date, the assessment shall bear interest from the due date at the rate of ten (10) percent per annum an administrative late fee of \$25.00 per month will be charged and the Declarant, its successors or assigns, or the Association may bring an action at law against the lot owner personally obligated to pay the same 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 cost 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 a reasonable attorney's fee to be fixed by the court together with the costs of this action..."

- II. Except as amended and modified herein, all other terms and conditions of the Declaration of DELRAY VILLAS shall remain in full force and effect according to their terms.
- III. This Amendment has been proposed and approved by sixty (60%) of the Lot

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for DERLAY VILLAS, to be executed by the duly authorized officer, this 19 day of \_\_\_\_\_\_\_\_, 200\_7.

BY:

Jeress Hundberg WITNESS Teresa Lumbers

(Print name)

WITNESSES:

DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

JACK PARKER

(Print name and title)

TRESIDENT

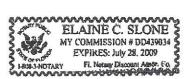
WITNESS

(Print name)

### STATE OF FLORIDA COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledge before me this 19th day of Maule, 200 n, by Tack Paylor President of Delray Villas Plat 3 Homeowners' Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.
WITNESS my hand and official seal at the County and State aforesaid this Maul day of

Notary Public
My commission expires:



The Declaration of Covenants, Conditions and Restrictions are recorded in the Official Records of Palm Beach County, Florida, Book No. 3305, Pages 1630-1667 and all duly recorded amendments thereto, in particular the Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions is recorded in the Official Records of Palm Beach County, Florida Book No. 4209, Pages 0399-0401.

(Words stricken are deletions; words underlined are additions)

#### ARTICLE 4.B RENTERS

(aa) Leasing and Renting Forbidden.

1. Except in the event of intestate succession until the devisee is age fifty-five or, transfer through a will until the beneficiary of said transfer is fifty-five years old or, in the event an individual purchases a Dwelling Unit for a parent(s), as of the date of the recording of this amendment, leasing and/or renting a Dwelling Unit in Delray Villas Plat 3 Homeowners Association, Inc. is forbidden. No leasing and/or renting of a Dwelling Unit, regardless of whether money is tendered, obligated or owed, or if any consideration is tendered, owed, or obligated, is allowed in Delray Villas Plat No. 3. Any individual(s), that are not the record owner(s), or a spouse of a record owner, and is occupying any Dwelling Unit for a period of more than 20 calendar days will be presumed to improperly renting a Dwelling Unit unless a signed and notarized affidavit is tendered to, and approved by, the Board of Directors indicating the length of the anticipated stay, the reason for the stay and the full contact information, including social security numbers, for all occupants.

Within thirty calendar days from the recording of this Article, and notice to the Owners thereof, any Owners that are presently renting/leasing a Dwelling Unit must notify, in writing, the Association's Board of Directors along with a copy of the present lease and all extensions and options thereto and an application fee of \$100.00 (one hundred dollars). The monetary amount expressed in this paragraph can be adjusted via a Board of Directors vote without the necessity of membership approval. The prevailing party in any disputes relating to any provision of this Article shall be subject to all attorney's fees and costs at all levels including the initial demand level up and through all trial and appellate levels. Additionally, the Association shall have the right to apply to a court of competent jurisdiction to seek specific performance for the enforcement of this Article along with monetary damages, if allowable. Section 1-6 remain unchanged Section 7 deleted- A processing fee of \$50.00 shall be charged to the homeowner for each rental application. Remaining sections unchanged IN WITNESS WHEREOF, Delray Villas Plat 3 Homeowners Association, Inc has caused this Certificate to be executed in its name on , 2005 Delray Villas Plat 3 Homeowners Association, Inc Witness: By: Rhoda Berman, President

Prepared by and return to:
Gerstin & Associates
Joshua Gerstin, Esq.
1499 West Palmetto Park Rd., Suite 412
Boca Raton, FL 33486
Telephone: (561) 750-3456

### CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO PLAT NO. 3 OF DELRAY VILLAS

The undersigned officers of Delray Villas Plat 3 Homeowners Association, Inc. the corporation in charge of the operation and control of Plat No. 3 of Delray Villas a homeowners' association; according to the Declaration of Covenants, Conditions and Restrictions as recorded in the Official Records of Palm Beach County, Florida, Book No. 3305, Pages 1630-1667 and all duly recorded amendments thereto, in particular the Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions recorded in the Official Records of Palm Beach County, Florida Book No. 4209, Pages 0399-0401, hereby certify the following amendments were proposed and approved pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions to Plat No. 3 of Delray Villas. This amendment was presented, and approved by, the Board of Directors at a properly noticed meeting on September 12<sup>th</sup>, 2005. the undersigned further certify the amendments were proposed and approved in accordance with the requirements of Delray Villas Plat 3 Homeowners Association, Inc. and the applicable law.

This Certificate and the amendments are being filed in the Public Records of Palm Beach, County, Florida:

### **AMENDMENT**

TO

TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO PLAT NO. 3 OF DELRAY VILLAS

#### CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ALL OF PLAT NO. 3 OF DELRAY VILLAS

1 HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants. Conditions and Restrictions Relating to All of Plat No. 3 of Deiray Villas. The original Declaration of Covenants. Conditions and Restrictions is recorded in Official Records Book 3305 at Page 1530, of the Public Records of Palm Beach County, Florida.

of Palm Beach County, Florida.		*
DATED this 29 day of 9	sarch	, 1999.
	DELRAY VILLAS ASSOCIATION, IN	S PLAT 3 HOMEOWNERS'
Witness/	By: President	e con
Sidny Entin	Allest: Keolin	Cohe William
Witness	Secretary	
STATE OF FLORIDA )	(SEAL)	
COUNTY OF PALM BEACH)	7 10	The Marie State of the State of
ASLYN Cohen. Secretary of Delra produced as ide	ERGE HOE.  y Villas Plat 3 Homo  ntification or are per	cowners' Association, Inc., who ersonally known to me to be the
individuals who executed the foregoing instru- executed such instrument as President and Association, Inc. with due and regular corpora-	Secretary of Delr	ay Villas Plat 3 Homeowners'
and deed of the Association.		
WITNESS my hand and official seal	this 29 day of	March . 1999.
	Notary Publi	-BYHER-
	State of Flor	
	(SEAL)	
6251016+26(	(2)13(2)13	



### INSTRUMENT AMENDING THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATED TO ALL OF PLAT NO. 3 OF DELRAY VILLAS

The undersigned owner(s) of a Unit within Delray Villas Plat 3 and member(s) of Delray Villas Plat 3 Homeowners' Association, Inc. consent(s) to the following proposed amendment as indicated below

### PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATED TO ALL OF PLAT NO. 3 OF DELRAY VILLAS

The original Declaration of Covenants, Conditions and Restrictions is recorded in Official Records Book 3305 at Page 1530 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words hyphened-through are deleted.

Article 32 of the Declaration of Covenants, Conditions and Restrictions shall be deleted in its entirety and replaced with the following:

- A Notice of Sale. A lot owner who enters into a written agreement to sell, transfer or convey title to his lot or town house, shall within ten (10) days provide the Association with a properly executed application which shall be in the form provided by the Association containing the following information:
  - 1. The name, address and telephone number of the lot owner. (seller)
  - 2. The name, address and telephone number of the purchaser. (buyer)
  - The actual date of transfer of title when known.
  - 4. Failure to follow this procedure shall result in a ten dollar \$10.00) per day fine, assessed to the buyer from the date of the agreement until such information is received. If such a fine is not paid, it shall be deemed an assessment and collectible in the same manner.
- B. Seller's Obligation to Buyer. The seller shall furnish to the buyer, prior to or at closing or transfer of title, copies of the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and Bylaws, as amended, for Delray Villas Plat 3 Home Owners Association, Inc. and seller also shall furnish to the buyer all keys and passes to any and all recreation areas, maintenance payment notices past due or current. In the event a lot owner sells, transfers or conveys title to a lot or town house without written notification to the Association, seller will be in violation of these covenants and Article 29 of said covenants will be instituted.
- C. Screening Committee. The Board shall appoint a screening Committee whose function shall be to interview and acquaint prospective new owners with all our rules and regulations and with our many benefits. The fee for the application which is required in Part A shall be One Hundred Dollars (\$100.00) which will be non refundable.

#### DEC-10-1993 4:02pm 93-403590 ORB 8024 Ps 374

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ALL OF PLAT NO. 3 OF DELRAY VILLAS

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 which is recorded in Official Records Book 3197 at Page 1752 of the Public Records of Palm Beach County, Florida

President of Delray Villas Plat 3 Homeowners Association, Ant.. and known to me to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President of the Association 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 day of (Seal)

MENNA WOLIN
MY COMMISSION # QC 149822
EXPINES: Conduct 20, 1906
Sentino Typu Hotmy Public Understates

Notary Public State of Florida at Large My Commission Expires:

This instrument prepared by: Edward Dicker, Esquire ST. JOHN & KING 500 Australian Avenue So.. Suite 800 Palm Beach, Florida 33401 (407) 655-8994

dv3cert1.am

ORB 8024 Pg 375
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

×

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ALL OF PLAT NO. 3 OF DELRAY VILLAS

There shall be a new Article 1J(5) of the aforesaid Declaration which shall state as follows:

5. Notwithstanding anything to the contrary contained elsewhere in this Declaration, Articles of Incorporation, or ByLaws, the cost of pest control for each residence is declared to be a common expense. Consequently, the Association has the authority to contract for pest control of the residences.

023b027.173

### DEC-10-1993 4:02pm 93-403589 ORB 8024 Ps 372

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ALL OF PLAT NO. 3 OF DELRAY VILLAS

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 which is recorded in Official Records Book 3197 at Page 1752 of the Public Records of Palm Beach County Florida

Records of Parm Beach	Jounty	. FIOTIGA		
DATED thing FRST	_day o	1 Novembe	45	. 1993 و بيد
Marike Cuming s		Delray Villas	Plat Mo.	
Tot ness		Homeowners As	sociation	no
Witness		By: Morris President	eloued	
~ /	8	riesident		
STATE OF FLORIDA	) ) ss			
COUNTY OF PALM BEACH	1			STATE OF THE PARTY

BEFORE ME personally appeared Www. Lebrard.

President of Delray Villas Plat 3 Homeowners Association, inc..

and known to me to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President of the Association 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 \_\_\_ day of

MHINA WOLLSI
MY COMMISSION # CC 148822
EDITES: Cooler 28, 1985
Books The Many Pallin University

Notary Public
State of Florida at Large
My Commission Expires:

This instrument prepared by: Edward Dicker. Esquire ST. JOHN & KING 500 Australian Avenue So., Suite 800 Palm Beach. Florida 33401 (407) 655-8994

dv3cert1.am

8024 Ps 373 RECORD VERIFIED DOROTHY H WILKEN CLERK OF THE COURT - PB COUNTY, FL

EXHIBIT\_

A new Article 32 is added and reads as follows:

A. Notice of Sale. A Lot Owner who sells, transfers, or conveys title to his Lot or Townhouse shall provide the Association with notice in writing prior to or at the date of closing or transfer of title, which notice shall contain the following information:

- The name, address and telephone number of the Lot Owner (Seller).
- The name, address, and telephone number of the purchaser (Buyer).
- The actual date of closing or transfer of title.
- B. <u>Seller's Obligation to Buyer</u>. The Seller shall furnish to the Buyer prior to or at closing or transfer of title, copies of the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and Bylaws, as amended, for Delray Villas Plate 3 Homeowner's Association, Inc., and Seller also shall furnish to the Buyer all keys and passes to any and all recreation areas, and maintenance payment notices. In the event a Lot Owner sells, transfers or conveys title to a Lot or Townhouse without written notification to the Association, Seller will be in violation of these Covenants and Article 29 of said Covenants will be instituted.

DELRAY VILLAS PLATE NUMBER THREE ASSOCIATION, INC.

By: President /

# DEC-10-1993 4:02P# 93-403588 ORB 8024 Ps 369

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ALL OF PLAT NO. 3 OF DELRAY VILLAS

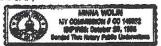
I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants, Conditions and Restrictions which is recorded in Official Records Book 3197 at Page 1752 of the Public Records of Palm Beach County, Florida

	,
DATED this ERSI day o	of House the of
Manny Gumia	Delray Villas Plat Not 120
A DOLLAR STATE	Homeowners Association, The.
Witness	President (Seal)
STATE OF FLORIDA )	
COUNTY OF PALM BEACH )	2 0

BEFORE ME personally appeared Movies Jeb President of Delray Villas Plat 3 Homeowners Association Pnc., and known to me to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President of the Association 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\_ wewver, A,D. 1993.

(Seal)



Notary Public

State of Florida at Large My Commission Expires:

This instrument prepared by: Edward Dicker. Esquire ST. JOHN & KING 500 Australian Avenue So., Suite 800 Palm Beach, Florida 33401 (407) 655-8994

dv3cert1.am

ORB 8024 Ps 370 EXHIBIT 1 ×

PROPOSED AMENDMENT TO THE BYLAWS OF DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC.

Additions to the text are indicated by underline; deletions to the text are indicated by lining through with hyphens.

Article 4(A) of the Bylaws is amended as follows:

#### 4. Directors.

A. Selection; Number; Term; The affairs of this
Association shall be managed by a Board of from three (3) to nine
(9) Directors, who shall be either members of the Association, or
residents who have been issued a power of attorney by the lot
owner(s) which specifically authorizes the resident to exercise
that owner's right as a member to serve on the Board of
Directors. In addition, the holder of the power of attorney must
be a resident for at least one (1) year prior to the election and
must be a relative of either the lot owner or spouse of the lot
owner, ie., mother, father, brother, sister, daughter, or son
except that until Class B membership has ceased and has been
converted to Class A membership, the members of the Board need
not be members of the Association and the initial Board of
Directors shall be comprised of three (3) persons. The names and
addresses of the persons who shall serve as Directors until the
selection of their successors are.

NAME	ADDRESS
Constance Cicione	
John R. Carver	2001 S.W. 13th Avenue Doynton Beach, Plorida
Russell Companelli	2717 N.E. 29th Court Port Lauderdale, Florida

In the event a lot owner revokes a power of attorney issued to a resident at any time during that resident's term of service on the Board, the resident shall be deemed to have resigned from the Board effective upon the date of such revocation, and a successor Director shall be appointed as provided for in these Bylaws.

The initial Board herein designated shall serve until At the first annual membership meeting, after the Class A membership exceeds that of the Class B membership vote, at which time the members shall elect three (3) Directors for a term of one (1)

Return to: (enclose sett-addressed stamped envelope)

Hame

Address

Property Appraisers Parcel Identification (Folio) Nemberlet

OR8 8024 Ps 371
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PS COUNTY: FL

X

year, three (3) Directors for a term of two (2) years and three (3) Directors for a term of three (3) years. At each annual meeting thereafter, the members shall elect one-third (1/3) of the Directors for a term of three (3) years. 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 Doard of Directors, which member may not be removed from the Poard except by the Declarant, and should said membership resign from the Board, he will be replaced by the Declarant.

dv38.162

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

### DEC-18-1993 4:02pm 93-403587 ORB 8024 Ps 367

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ALL OF PLAT NO. 3 OF DELRAY VILLAS

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 which is recorded in Official Records Book 3197 at Page 1752 of the Public Records of Palm Beach County, Florida

DATED this FRST day of Nour BER 1993.

Delray Villas Plat No. 1 3
Homeowners Association, Inc.

By: Morris School State Of FLORIDA

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

BEFORE ME personally appeared MORR'S EDOWITZ.
President of Delray Villas Plat 3 Homeowners Association, Inc., and known to me to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President of the Association 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 day of

MONTA WOLLIN
INV COMMISSION & OD 1-00002
BOYPER: Gaber 20, 1006
Bonded Titre House Falls Underenters

Notary Public State of Florida at Large My Commission Expires:

This instrument prepared by: Edward Dicker, Esquire ST. JOHN & KING 500 Australian Avenue So., Suite 800 Palm Beach. Florida 33401 (407) 655-8994

dv3cert1.am

Return to: (enclose anti-aridrespect stamped empions)

ORB 8024 Pg 368
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY; FL

Property Appraisers Parcel Identification (Folio) Number(s):

EXHIBIT\_

### **DELRAY VILLAS PLAT III** HOMEOWNERS ASSOCIATION, INC.

5841 CONNIE BOULEVARD, DELRAY BEACH, FLORIDA 33484

AMENDMENT TO CHANGE ARTICLES OF DECLARATIONS & COVENANTS, DELRAY VILLAS PLAT 3 H. O. A. INC.

Item #10 - Assessments Paragraph #2

Words underlined are the change

Sums so assessed shall constitute a lein against the improved lots for which the assessment is made. Such assessments shall be due and payable in four (4) quarterly equal installments on January 1, 1991, April 1, 1991, July 1, 1991, Oct. 1, 1991 and on each succeeding year thereafter in which assessments are made. All improved lots shall be liable for the payment of assessments as herein provided from the declarent or its' successors. On default by 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 armual 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 herein, the assessment for the next quarter shall be in the same amount as paid in the first preceeding quarter until a new assessment is made by the Board.

医皮肤上颌 经收益 人名英格兰 经收收 化多种 医性毒性毒素原素

Return to: (enclose self-addressed stamped envelope)

A.Artrare-

J州-28-1993 04:04Pm 93-026268 ORB 7568 Pg 1754

Property Appraisers Parcel Identification (Folio) Number(s):

dv3cert1.am

### CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ALL OF PLAT NO. 3 OF DELRAY VILLAS

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 which is recorded in Official Records Book 3197 at Fage 1752 of the Public

day of filmely

kecords of Palm Beach County, Florida

Delray Villas Flat No # 3 Homeowners Association, Inc. Witness By: /./ 13: 22 1220 Witness -(Seal) President STATE OF FLORIDA 22 ( COUNTY OF PALM BEACH and known to me to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President of the Association 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 \_\_\_\_ day of (Seal) A,D. 1993. . i --- . . . Notary Public State of Florida at Large My Commission Expires: Not at all of FLORIDA. This instrument prepared by: PLANT THE PLEIN ENDERWHIERS Edward Dicker, Esquire ST. JOHN & KING 500 Australian Avenue So., Suite 800 Palm Beach, Florida 33401 (407) 655-8994

#### ORB 7568 Pg 1755

RECORD VERIFIED DOROTHY H WILKEN CLERK OF THE COURT - PE COUNTY; FL

THIS AMENDMENT HAS BEEN OVERWHELMINGLY APPROVED.
PLEASE RETAIN THIS COPY FOR YOUR RECORDS

# INSTRUMENT AMENDING THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ALL OF PLAT NO. 3 OF DELRAY VILLAS

There shall be a new Article 4, Section B added to the aforesaid Declaration of Covenants, Conditions and Restrictions, which shall state as follows:

B. Compliance with Fair Housing Amendments Act of 1988.

The purpose of this Article is to authorize this Association to provide housing primarily intended and operated for the occupancy by at least one person 55 years of age or older per unit as required by the Fair Housing Amendments Act of 1988.

Notwithstanding anything stated to the contrary in this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, following the sale, lease, gift, devise or other transfer of unit, the unit shall not be occupied unless at least one occupant of the unit is 55 years of age or older.

Nothwithstanding anything stated to the contrary in this Article, during any period of time in which more than 80% of the total units are occupied by one or more individuals 55 years of age or older, or, in the alternative, during any period of time in which more than 80% of the units newly occupied after September 13, 1988, are occupied by one or more individuals 55 years or older, an owner who becomes an owner by inheritance or devise, or when a unit owner dies and the owner's surviving spouse becomes the owner and sole occupant under age 55, said owners may occupy their units, even though they are under the age of 55, provided, however, that this provision does not allow for the occupancy under age 16 as specified in Paragraph 4 of the Declaration.

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

PLAT NO. 3 OF DELRAY VILLAS according to the Plat thereof recorded in Plat Book 39, Page 198, of the Public Records of Palm Beach County, Florida.

I HEREBY CERTIFY this day of Cable,

1986, that Article 1. (J) of the above Declaration was amended by
a vote of the membership of Delray Villas Plat 3 Homeowners
Association, Inc., on April 14, 1986, by the addition of a
subparagraph (4). Article 1. (J) as it now reads is set forth
below with the added language indicated by underlining:

- J. COMMON EXPENSE OR COMMON EXPENSES shall mean:
  - (1) Expenses of administration of the Association;
- (2) Expenses declared common expenses by this Declaration, the Articles of Incorporation and By-Laws;
  - (3) Any valid charge against the Subdivision as a

whole:

provided on a bulk-billed basis to each Improved Lot pursuant to a Resolution of the Board of Directors.

Common Expenses shall not include the cost of water and sewer service to an Improved Lot.

560 WITNESSES:

Hora Karskow

DELRAY VILLAS PLAT 3 HOMEOWNERS

ASSOCIATION, INC.

BY: Aug Fresident

ATTEST: NIANOL Secretary

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

SS

I HERERY CERTIFY, on this day before me, personally appeared Low Collect f and Macricay Collect f. President and Secretary respectively, of DELRAY VILLAS PLAT 3 HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, to me known to be the pesons who signed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions relating to PLAT NO. 3 OF DELRAY VILLAS, and that they severally acknowledged the execution of the Certificate to be their free act and deed as such officers, and that they affixed the official seal of the corporation and that the Certificate is the act and deed of the corporation.

WITNESS my and and seal at Palm Beach County, Florida, this day of Oleber, 1986.

NOTARY PUBLIC STATE OF FLORIDA

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOH 4 B EURKLE
OLERA CROUTOURS

My Commission Expires:

THE LA

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

PLAT NO. 3 OF DELRAY VILLAS according to the plat thereof as recorded in Plat Book 39, Page 198, Public Records of Palm Beach County, Florida.

I HEREBY CERTIFY this 23 day of OCTOBER, 1984 that Article 8 of the above Declaration of Covenants, Conditions and Restrictions was amended to read as follows:

ARTICLE 8. MAINTENANCE OF PROPERTY. In order to maintain the standards of the Subdivision:

(The new portions added following the heading of paragraph "C" are underlined. Words deleted are lined through with hyphens.)

C. Maintenance Obligation of Lot Owners. Each Lot Owner shall maintain in good condition and repair the interior and exterior of his townhouse and those parts of the exterior not to be maintained by the Association as set forth in paragraph D below (including, without limitation, walls, paint on walls, windows, doors, shutters, roofs, downspouts) and the party walls and shall keep same in good, safe, clean, neat and attractive condition. In the event the Lot Owner fails to keep the premises in said condition, the Declarant, its successors or assigns, or the Association or assigns shall have the right to mail a fifteen day written notice to the property address or the last known address of the Lot Owner advising the Lot Owner of failure to comply with the above provisions. Failure of the Lot Owner to correct the violation(s) within thirty (30) days of mailing of said notice G be the above provisions. shall give the Declarant, its successore or assigns of the Association or its assigns the right but not the obligation, to enter upon the premises and correct the violation, and such entry shall not be deemed a trespass. The Declarant, its successors and assigns or The Association or its assigns shall have the further right to assess the Lot Owner for the full cost of any services or maintenance performed pursuant to this paragraph and the cost of same shall be added to and become a part of the assessment to which such Lot is subject and said cost shall be a lien upon said Lot with the same force and effects as the liens on Lots for assessments as provided in this Declaration and the Articles of Loopersting and Reviews of the Accordance. Incorporation and By-Laws of the Association.

(The following paragraph "D" is entirely new.)

Maintenance of Roofs and Painting of Exterior Walls. Except as provided below, the Association shall maintain and repair the roofs and paint the exterior stucco walls of all townhouses no sooner than January 1, 1987, and thereafter. The Association will make whatever stucco repairs are necessary at the time of painting. No additional Lot Owner vote is required to approve this maintenance and repair responsibility. This responsibility shall include all painting of such exterior walls. Walls that are now inside screened enclosures added by Lot Owners shall be considered exterior walls for the purpose of this paragraph, and the painting of such walls shall be the responsibility of the Association. This responsibility shall be carried out with due regard of Article 6 of this Declaration. The painting of all doors and windows shall continue to be the responsibility of the Lot Owners except that the Association shall be responsible for painting the exterior side of the front door. Each owner of an

Improved Lot in the Subdivision is hereby made liable to the Association for his share of the Common Expenses of exterior wall Association for his share of the Common Expenses of exterior maintaining and roof maintenance. In order to ensure the availability of sufficient funds to meet this responsibility, an amount deemed by the Board to be sufficient to build an adequate reserve shall be made a part of the regular annual budget for the years commencing in 1985 and thereafter. Monies reserved for the purpose of maintenance and repair of roofs and the painting of exterior walls shall be kept in a separate fund and used only for the stated purpose. The Association shall be responsible for roof replacement at the end of the life of the roof. However, as provided by paragraph "C" above, each Lot Owner shall be responsible for any repair of his roof or exterior walls caused by casualty or destruction including but not limited to fire, vandalism, or other casualty. The Association Board of Directors vandalism, or other casualty. The Association Board of Directors shall determine in its sole discretion whether a wall or roof repair is a maintenance item or a repair caused by a casualty to the roof or wall.

WITNESSES:

DELRAY VILLAS PLAT 3 HOME-OWNERS' ASSOCIATION, INC.

show

SubiA1100

SECRETARY

(CORPORATE SEAL)

STATE OF FLORIDA COUNTY OF PALM BEACH

I HEREBY CERTIFY, on this day before me, personally appeared Clein, President umming and Dether and Secretary respectively, of DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit, to me known to be the persons who signed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions relating to PLAT NO. 3 of DELRAY VILLAS, and that they severally acknowledged the execution of the Certificate to be their free act and deed as such officers, and that they affixed the official seal of the corporation and that the Certificate is the act and deed of the corporation.

WITNESS my hand and seal at Palm Beach County, Florida, this Desember, 1984. day of

> NOFARY PUBLIC STATE OF FLORIDA

My Commission Expires:

ROTLEY PUBLIC STATE OF PLOSING MY COMMISSION COT 20,1987 BONDED THREE GENERAL EMB, MAS,

This Instrument Prepared By. David St. John, P.A. West Paim Beach, FL 33401

RECORD VERIFIED PALM BEACH COUNTY FLA JOHN B. DUNKLE CLERK CIRCUIT COURT

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

PLAT NO. 3 OF DELRAY VILLAS according to the plat thereof as recorded in Plat Book 39, Page 198, Public Records of Palm Beach County, Florida.

I HEREBY CERTIFY this 2 day of lipul, 1984 that the above Declaration of Covenants, Conditions and Restrictions was amended to read as follows:

Article 4 is amended to read as follows (the sentence added is underlined):

4.A. AGE LIMITATION ON PERMANENT RESIDENTS. In recognition of the fact that the property in the Subdivision has been platted, and the structures to be located thereon designed primarily for the comfort, convenience and accommodation of retired persons, the use of all Lots in the Subdivision is hereby limited to permanent residents sixteen (16) years of age or older. No person shall be permitted to reside in the Subdivision who is under the age of sixteen (16) years. Children under the age of sixteen (16) are permitted to visit for a period not to exceed a total of ninety (90) days per calendar year.

A New Article 4.8. is added as follows:

Article 4.8. RENTERS.

- 1. Renters are responsible for abiding by all Association rules and regulations.
- 2. Owners are liable for any damages caused by renters to any

- No residence shall be rented for more than one period in any 12 month period, and for less than a three month period.
- 4. Owners shall acquaint renters with all Rules and Regulations pertaining to occupancy of a residence as outlined in the Declaration of Covenants, Articles of Incorporation and the By-Laws. This also includes the proper use of Pool Tags and keys and the necessity of returning said tags and keys at termination of lease or upon resale of the property.
- 5. Renter MAY NOT sublet the house he is renting, or any portion y thereof.
  - 6. All leases must be reviewed and applicants interviewed, in person or by telephone, by a Screening Committee prior to occupancy by the lessee. The Board may serve as the Screening Committee or the Board may appoint a separate committee.
  - 7. A processing fee of \$\$000,00 shall be charged to the homeowner for each rental application.
  - 8. The above items must appear in the renter's lease on a lease form approved by the Board of Directors.
  - 9. A copy of the lease must be submitted to the Board of Directors prior to occupancy by a tenent.  $\label{eq:copy_submitted} .$

Article 8, subparagraph A is amended by adding the following sentence to the end of subparagraph  ${\bf A}\,;$ 

Any damage by owner, renter or guest to lawn sprinklers on private or common areas shall be the responsibility of the owner.

Article 8, subparagraph B is amended by adding the following sentence to the end of subparagraph B:

Any change in the sprinkler system necessitated by the addition of a patio or other approved construction on the lot will be the responsibility of the owner.

The second paragraph of Article 10 is amended to read as follows (the sentence added is underlined):

Sums so assessed shall constitute a lien against the Improved Lots for which the assessment is made. 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. Fees not received by the tenth of each month shall incur a \$5.00 late fee penalty. This penalty shall apply to each month in which payment is not 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 after the date of the deed of conveyance as to said Lot from the Declarant or its successors and assigns to the first grantee thereof.

Article 15 is amended to read as follows:

ARCHITECTURAL CONTROL. Nothing shall be constructed or installed or changed or modified, altered or added to on a Lot, including but not limited to the landscaping thereof, without first obtaining the written approval of the Board as more particularly provided in this Declaration. The Board shall require plans and specifications showing the nature, kind, shape, height, materials, colors, type of landscaping and location of what the lot owner proposes to do and same shall have been submitted and approved in writing by the Board before construction or installment, etc., is commenced. In the event the Board fails to approve or disapprove, within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Board of Directors may, as to the matters contained in Paragraphs 2, 6 and 8 which require Board approval, delegate the functions of the Board to a Committee to be known as the Architectural Control Committee which shall be composed of three (3) or more representatives appointed by the Board or the Board may act as said Committee.

WITNESSES:

DELRAY VILLAS PLAT 3 HOME OWNERS ASSOCIATION INC.

PHESTYENS

ATTEST:

(CORPORATE SEAL)

34209 PO402

RETULE
This Instrument Properted By:
Devid St. John, P.A.
450 Australian Ave. So.
West Palm Beach, Fl. 33401

STATE OF FLORIDA )
COUNTY OF PALM BEACH )

I HEREBY CERTIFY, on this day before me, personally appeared Murray Clumps and Extella Car , President and Secretary respectively, of DELRAY VILLAS PLAT 3 HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit, to me known to be the persons who signed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions relating to PLAT NO. 3 of DELRAY VILLAS, and that they severally acknowledged the execution of the Certificate to be their free act and deed as such officers, and that they affixed the official seal of the corporation and that the Certificate is the act and deed of the corporation.

NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires:

MOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. OCT 20,1927 BONDED THRU GENERAL INS. UND.

PECORD VERICIED

LA BEACH COUNTY FLA

JOHN B DUNKLE

GLERY CIRCUIT COURT

-4-