

Laura M. Manning-Hudson  
lmanning@siegfriedrivera.com

March 13, 2023

**Via U.S. Mail & E-Mail to:**  
[jschumacher@grsmgt.com](mailto:jschumacher@grsmgt.com)

Forest Grove POA, Inc.  
c/o Jeanne Schumacher, Manager  
3900 Woodlake Blvd, Suite 309  
Lake Worth, FL 33463

**RE: Forest Grove POA, Inc. ("Association")  
Certificate of Amendment**

Dear Jeanne,

Enclosed for your records is the Certificate of Amendment to the Amended and Restated Declaration of Maintenance Covenants ("Agreement"), which has been recorded in Official Records Book 34160, at Pages 1146, of the Public Records of Palm Beach County, Florida. Please make sure to send a copy of the enclosed to all owners and to add the Certificate to the Association's governing documents. Please do not hesitate to contact me should you have any questions or need anything further.

Very truly yours,

SIEGFRIED RIVERA



Laura M. Manning-Hudson, Esq.

LMM/lj  
Enclosures

H:\LIBRARY\CASES\7467\2140554\43Y8743.DOCX

CFN 20230074362  
OR BK 34160 PG 1146  
RECORDED 3/6/2023 3:21 PM  
Palm Beach County, Florida  
Joseph Abrusso, Clerk  
Pgs: 1146 - 1150; (5pgs)

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF MAINTENANCE COVENANTS FOR FOREST  
GROVE POA, INC.**

**THIS CERTIFICATE OF AMENDMENT** is executed this 1 day of FEB, 2023, by **FOREST GROVE POA, INC.**, a Florida not-for-profit corporation, (hereinafter referred to as the "Association").

**RECITALS**

**WHEREAS**, the Association has been established for the operation of Forest Grove Patio Homes at Indian Springs, in accordance with the Amended and Restated Declaration of Maintenance Covenants for Forest Grove Patio Homes at Indian Springs ("Declaration"), the Association's Amended and Restated Articles of Incorporation ("Articles") and Amended and Restated By-Laws ("By-Laws") and related documents which were recorded on April 1, 2014, in Official Records Book 26700 at Page 0393 of the Public Records of Palm Beach County, Florida, and all exhibits and amendments thereto.

**WHEREAS**, pursuant to Section 4 of Article XV of the Association's Declaration, at a duly noticed Special Meeting of the members held on January 16, 2023, a proposed amendment to Section 2 of Article VII of the Declaration was approved unanimously by the members participating and where a quorum was established.

**NOW THEREFORE**, Forest Grove POA, Inc. does hereby state as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. New Language is indicated by underscoring type.  
Deleted language is indicated by ~~struck through~~ type.
3. Section 2 of Article VII of the Declaration entitled "Association and Parcel Owner Responsibilities for Lots", is hereby amended as follows:

(A) **Dwellings**. All maintenance, repairs and replacements of, in or to any Dwelling shall be performed by the Owner of such Dwelling at the Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The foregoing responsibility of the Owner includes, but is not limited to, all electrical and plumbing fixtures, shower pans, lines, pipes, outlets, wiring and connections within or serving only that Dwelling, appliances, carpets and all other floor, wall and ceiling coverings, all interior surfaces, the heating and air-conditioning equipment (wherever situated), and everything else within the boundaries of the Dwelling except to the extent the Association is

specifically responsible therefore under sub-section C of this Article VII, Section 2. The Owner shall additionally be responsible for the maintenance, repair and replacement of the exterior roof on the Dwelling. Moreover, the Owner shall also maintain, repair and replace, at his, her, or its sole cost and expense, all portions of any hurricane protection that the Owner may install, upon prior written approval of the Association, which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane protection if necessary or required in order for the Association to discharge its obligations hereunder.

**(B) Specific Owner Responsibilities.**

(i) The Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of any portions of the air-conditioning and heating systems serving only his or her particular Dwelling, including, but not limited to, filters, the compressor, condenser, motor, fan, air handler, discharge lines, and all related parts, without regard to whether such items are located within the boundaries of the Dwelling, except as provided in sub-section C of this Article VII, Section 2. Notwithstanding the foregoing, the Association may enter into a service contract for all air conditioning and heating systems serving any portion of the Common Areas, with the cost of the service contract being paid for at Common Expense, provided, however, that each individual Owner shall be responsible for any maintenance, repair or replacement not covered by the service contract.

(ii) The Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of all exterior screens, doors (including painting as necessary), and windows serving a Dwelling, including, without limitation, all frames, locks and operating mechanisms appurtenant thereto, as well as trim and caulking. Without limiting the generality of the foregoing, no Owner may decorate, alter or modify exterior screens, doors, or windows or the framework, locks or operating mechanisms thereof in any manner whatsoever, except with the prior written approval of the Board of Directors, as provided in subsection D of this Article VII, Section 2.

(iii) The owner shall be responsible at his or her own expense for the maintenance, repair, and replacement of all fans, stoves, hot water heaters, refrigerators, sinks, toilets, tubs, showers, shower pans. Or other appliances or equipment, including any fixtures and/or their connections required to provide utility service to his Dwelling.

(iv) The Owner shall be responsible at his or her own expense for the maintenance, repair and replacement the circuit breaker box within or serving the Dwelling and all electrical lines, conduits or fixtures running from the circuit breaker box into the Dwelling up to and including the fixtures or outlets within the Dwelling.

(v) The Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of the main shut-off valves within or serving the Dwelling and all plumbing lines, conduits or fixtures running from the main shut-off valve into the Dwelling up to and including the fixtures or outlets within the Dwelling and all drain lines within or serving the Dwelling up to the point the drain line connects to the common line, such common drain lines to be maintained, repaired and replaced by the Owners of the Dwellings which share the use of the drain line.

(vi) The Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of the roof on his or her Dwelling;

(vii) Maintenance and upkeep of the interior areas of any balcony, terrace or patio or fenced in area shall be the exclusive responsibility of the Owner of the Lot on which that balcony, terrace or patio or fenced in area is located.

(viii) Owners shall promptly report to the Association any defects or needs for repairs, the responsibility for the remedy of which is that of the Association.

(ix) All maintenance, repair or replacement for which the Owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein.

(C) **Common Property.** Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, the Association shall be responsible, at common expense, for:

(i) All maintenance, repairs and replacements in or to the Common Property;

(ii) The exterior walls and ~~roofs~~ of Multiplex Buildings, provided that such costs shall be allocated only to the Owners of Dwellings within that Multiplex Building in equal shares;

(iii) All fixtures on the exterior of the Multiple Buildings, provided that such costs shall be allocated only to the Owners of Dwellings within that Multiples Building in equal shares;

(iv) All electrical lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the circuit breaker box within or serving the Dwelling;

(v) All plumbing lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the main shut off valve within or serving the Dwelling;

(vi) All air conditioning supply pipes, return pipes and ball valves serving the Common Property;

(vii) All property owned by the Association;

The Association's aforementioned responsibilities shall not apply to the extent such maintenance, repair or replacement arises from or is necessitated by the negligence, misuse or neglect of one or more Owners, their families, tenants, guests or invitees, in which case such cost and expense shall be paid solely by such Owners, and shall be enforceable in the same manner as any Assessment under Article VI

hereof, including, but not limited, by recordation and foreclosure of a claim of lien against the Parcel.

(D) **Consent of the Board of Directors.** No Owner shall make any addition, alteration or improvement in or to the interior of the Dwelling which is structural in nature, or which impacts the Common Property in any way, any work which Involves piercing a Party Wall in a material manner, any work which relocates, modifies or Installs new electrical, plumbing, telephone or any such utility line, or any work which requires the issuance of a permit from a governmental or regulatory authority or agency, without the prior written consent of the Board of Directors. Any and all requests for approval hereunder must be submitted in writing to the Association with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.). The Board shall have the obligation to answer any written request by an Owner for approval of such an addition, alteration or Improvement within thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, which may not be waived by the Association under any circumstances, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. An Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and all future owners of the Dwelling, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board members, officers and employees, and all other Owners harmless from and to indemnify them for any liability or damage to the Common Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under this Declaration. The Board may impose the requirements set forth in sub-section B (viii) of this Article VII, Section 2, above and may require the execution of a covenants run with the Dwelling to memorialize the application, approval, conditions of approval and future obligations of the Owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the Owner's expense.


**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands and seal this 1 day of FGD, 2023.

Witnesses:



Print Name: Eric Sanchez

**FOREST GROVE POA INC.,**  
a Florida corporation not for profit

By:   
Marianne Noya, President



RB

Print Name: Robin Bari

E. E. Barry

Print Name: Eric Sanchez

RB

Print Name: Robin Bari

By: Michael Sacks  
Michael Sacks, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 1 day of FEB, 2023, by MICHAEL SACKS MARIANNE NOYA, as PRES & TREASURER of **FOREST GROVE POA, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me and/or has produced a Florida Driver's License Number NO20-547-53-560-0 5200-552-42-229-0 as identification.

Carolyn A. Pavone  
Notary Public - State of Florida

Print Name: CAROLYN A PAVONE

My Commission Expires: 02/02/2023

This instrument prepared by:  
Laura M. Manning-Hudson, Esq.  
Siegfried, Rivera  
1655 Palm Beach Lakes Blvd., Suite 500  
West Palm Beach, FL 33401  
(561)296-5444  
H:\LIBRARY\CASES\7467\2140554\43G5971.DOCX



Carolyn A. Pavone  
State of Florida  
My Commission Expires 02/02/2023  
Commission No. GG 291748