

SIEGFRIED | RIVERA

Laura M. Manning-Hudson
lmanning@siegfriedrivera.com

March 6, 2024

Via Regular Mail & Email birizarry@grsmgt.com
Forest Grove POA, Inc.
c/o Beatriz Irrizary, LCAM
GRS Management Associates, Inc.
3900 Woodlake Boulevard, Suite 309
Lake Worth, FL 33463

RE: Certificate of Amendment – Section 6 to Article XI

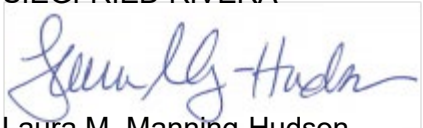
Dear Beatriz:

Enclosed herewith is a certified and recorded copy of the Certificate of Amendment to the Association's Declaration ("Certificate"). Please make sure to add the Certificate to the Association's governing documents and to mail a recorded copy of the Certificate to each unit owner.

If you should have any questions, please do not hesitate to contact the undersigned.

Sincerely,

SIEGFRIED RIVERA



Laura M. Manning-Hudson

LMM/lb

Enclosure

cc: Marianne Noya, via email

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CFN 20240075330
OR BK 34867 PG 1334
RECORDED 3/6/2024 11:04 AM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1334 - 1336; (3pgs)

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

THIS CERTIFICATE OF AMENDMENT is executed this 29th day of February, 2024, 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 February 26, 2024, a proposed amendment to add a new Section 6 to Article XI of the Declaration was approved by the requisite 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 underscored type.
Deleted language is indicated by ~~struck through~~ type.
3. Section 6 to Article XI of the Declaration entitled "Conveyances, Sales, Rentals, Leases and Transfers", is hereby added as follows:

SECTION 6. CAPITAL CONTRIBUTION FEE: Each transferee shall be required to pay a capital contribution fee to the Association prior to and as a condition of any closing for the transfer of a Dwelling within Forest Grove ("Capital Contribution Fee"). Such Capital Contribution Fee may be used for any lawful purpose, as determined by the Board of Directors in its sole discretion. Such Capital Contribution Fee shall be in an amount determined by the Board of Directors in its sole discretion, which amount may be changed as determined by resolution of the Board of Directors from time to time; provided, however that all Dwellings shall be assessed a uniform Capital Contribution Fee subject to this Section 6.

Any purported sale or transfer of title to property within Forest Grove in violation of

this Section 6 shall be null and void unless and until the Capital Contribution Fee has been paid to the Association in accordance with the requirements of this Section 6. Notwithstanding the foregoing, a Capital Contribution Fee will not be imposed under the following circumstances, provided, however, that each succeeding Owner shall be bound by and subject to this Section 6:

- (a) Where the contract of purchase and sale of a Dwelling within Forest Grove has been executed prior to or within thirty (30) days of the recordation of this Amendment;
- (b) Where there is a transfer of title to a Dwelling within Forest Grove to a trust, corporation, or other entity where the Owner or the Owner's spouse, parent(s), parent(s)-in-law, grandparent(s), children, children-in-law, and/or grandchildren are and continue to be sole beneficiary or equity owner of such trust, corporation or other entity;
- (c) Where there is a transfer of title to a Dwelling within Forest Grove from a trust, corporation or other entity to a trust, corporation or other entity and the beneficiary or equity owner of the new trust, corporation or other entity are and continue to be the same as those of the previous trust, corporation or entity owner or such original beneficiary or equity owner's spouse, parent(s), parent(s)-in-law, grandparent(s), children, children-in-law, and/or grandchildren, provided the new trust, corporation or entity owner shall not have any additional beneficiaries or equity owners except as those specifically permissible under this subsection;
- (d) Where there is a transfer of title to a Dwelling within Forest Grove from a trust, corporation or other entity solely to the beneficiary or equity owner of such trust, corporation or other entity owner or to such beneficiary or equity owner's spouse, parent(s), parent(s)-in-law, grandparent(s), children, children-in-law, and/or grandchildren;
- (e) Where there is a transfer of title to a Dwelling within Forest Grove that is between a married couple or domestic partners pursuant to a marital or domestic partnership property settlement arrangement ordered by a court of competent jurisdiction;
- (f) Where there is a transfer in title upon death of an Owner to a spouse and which occurs without consideration pursuant to testate or intestate succession;
- (g) Where there is a transfer of title to a Dwelling within Forest Grove without consideration from an Owner to such Owner's spouse, parents, parent(s)-in-law, grandparents, children, children-in-law, and/or grandchildren;
- (h) Where the Association derives title to a Dwelling within Forest Grove by virtue of foreclosure or acceptance of a deed in lieu of foreclosure;
- (i) Where an Institutional Mortgagee derives title to a Dwelling within Forest Grove by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure; and
- (j) Where an Owner of a Dwelling within Forest Grove as of the effective date of this amendment ("Current Owner") acquires title to one or more additional Dwellings within Forest Grove. Notwithstanding the foregoing, should a Current Owner within Forest Grove sell or otherwise transfer title to his/her/its/their Dwelling(s) within Forest Grove resulting in more than one hundred eighty (180) days during which such Owner does not own or

otherwise maintain an ownership interest in a Dwelling within Forest Grove and such Owner subsequently acquires title to a Dwelling within Forest Grove after more than one hundred eighty (180) days of not owning a Dwelling within Forest Grove, such Owner shall be required to pay the Capital Contribution Fee upon the acquisition of title to such Dwelling, unless such Owner qualifies for one of the other exceptions set forth in this Section 6.

of Feb **IN WITNESS WHEREOF**, the undersigned have hereunto set their hands and seal this 29 day of _____, 2024.

Witnesses:

[Signature]

Print Name: Elijah Hall

Jevenson Belunce

Print Name: Jevenson Belunce

[Signature]

Print Name: Elijah Hall

Jevenson Belunce

Print Name: Jevenson Belunce

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

By: [Signature]
Marianne Noya, President

By: [Signature]
Norma Kaplan, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29th day of February, 2024, by MARIANNE NOYA, as President 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 N000 547 535600 as identification.

[Signature]
Notary Public - State of Florida

Print Name: Stevens M. Lord

My Commission Expires: 09/09/25



STEVENS MILORD
Commission # MH 133331
Expires September 9, 2025
Bonded Thru Budget Notary Services

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
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