



CFN 20100403918
OR BK 24154 PG 0831
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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0831 - 835; (5pgs)

PREPARED BY AND RETURN TO:

GEORGE W. BALDWIN, JR.
BRANT AND BALDWIN
330 FEDERAL HIGHWAY
LAKE PARK, FLORIDA 33403

**CORRECTIVE CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SEAVIEW AT JUNO BEACH HOMEOWNERS' ASSOCIATION, INC.**

This Corrective Certificate of Amendment to the Declaration of Covenants and Restrictions for Seaview at Juno Beach Homeowners' Association, Inc. corrects the Certificate of Amendment recorded on February 23, 2010 in Official Record Book 23705, Page 732 of the Public Records of Palm Beach County, Florida. This Corrective Certificate of Amendment is given to clarify that the attached Amendments to the Declaration of Covenants and Restrictions were approved by more than sixty-seven percent (67%) of the votes of all the members of the Homeowners' Association.

IN WITNESS WHEREOF, Seaview at Juno Beach Homeowners' Association, Inc. has caused this Corrective Certificate of Amendment to the Declaration of Covenants and Restrictions to be executed in its name by its President, and the corporate seal affixed, and attested to by its Secretary, this 12th day of October, 2010.

Signed, sealed and delivered

in the presence of:

Signature of Witness

Jeannette L. Wilson

Printed Name of Witness

Signature of Witness

Rita Sazzafava

Printed Name of Witness

**SEAVIEW AT JUNO BEACH
HOMEOWNERS' ASSOCIATION, INC.**

By:

MCVORRAN BURNETT

Its: President

ATTEST:

By:

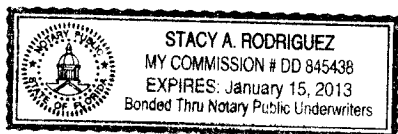
WENDY KAY

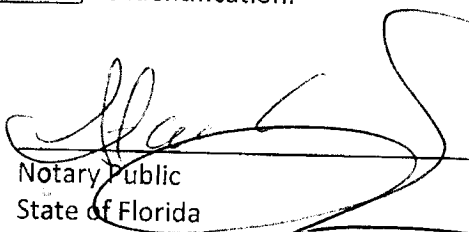
Its: Secretary

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 6th day of October, 2010 by **MCVORRAN BURNETT**, as President of Seaview of Juno Beach Homeowners' Association, Inc., on behalf of the corporation. He is ☒ personally known to me or has ☐ produced a _____, as identification.

[Notary Seal]



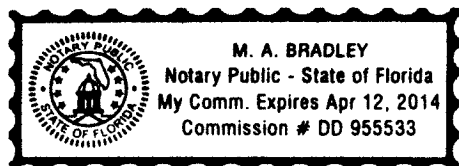


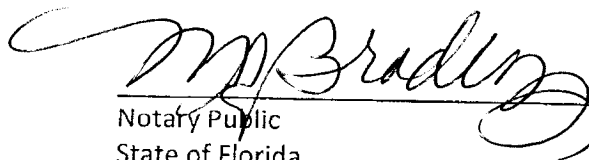
Notary Public
State of Florida
My Commission Expires: _____

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 12 day of October, 2010 by **WENDY KAY**, as Secretary of Seaview of Juno Beach Homeowners' Association, Inc., on behalf of the corporation. She is ☒ personally known to me or has ☐ produced a _____, as identification.

[Notary Seal]





Notary Public
State of Florida
My Commission Expires: _____

**AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SEAVIEW AT JUNO BEACH HOMEOWNERS' ASSOCIATION, INC.**

The following are proposed amendments to Articles 6 and 11 of the Declaration of Covenants and Restrictions for Seaview at Juno Beach Homeowners' Association, Inc. Underlining indicates new language and striking through indicates deletion of existing language.

**ARTICLE 6
ASSESSMENTS AND FINES**

6.2 General Assessments. General Assessments shall be determined annually for Common Expenses for the purposes of maintenance and management of the Association and the Common Property, Recreation Tract and Recreation Facilities, as provided in this Declaration, and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for: operation, maintenance and management of the Association and the Common Property, Recreation Tract and Recreation Facilities; painting of the exterior of each Dwelling and maintaining the landscaping of each Lot, as provided hereinbelow; insurance coverage for the Common Property, Recreation Tract and Recreation Facilities; legal and accounting fees; maintenance of the Streets; management fees; security costs; emergency services; repair and replacement of property required to be maintained by the Association pursuant to the terms of this Declaration; utility service for the Common Property, Recreation Tract and Recreation Facilities; cleaning services for such property required to be maintained by the Association pursuant to the terms of the Declaration; expenses and liabilities incurred by the Association in the enforcement of its rights and duties under this Declaration; maintenance of vacant property; creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary or proper to carry out the Association's management, maintenance, repair, operation and enforcement responsibilities. In addition to the General Assessments set forth above, the owners of the Villa Lots and Dwellings within the Villa Buildings shall be equally assessed the cost of any insurance obtained by the Association to insure the Villa Buildings as provided by Article 11 herein and any cost of reconstruction or repair of any portion of the Villa Buildings and improvements located on Villa Lots insured by the Association not paid by insurance proceeds (including, but not limited to, insurance deductibles, uninsured losses and other damages in excess of insurance coverage).

(The balance of Article 6 remains unchanged)

**ARTICLE 11
INSURANCE**

The Association is hereby authorized to purchase insurance on the Common Property, for Casualty or Hazard Coverage, Public Liability Coverage, Fidelity Bond

Coverage and other coverage, in such amounts, with such deductibles, and with such companies as the Board of Directors shall deem appropriate; provided, however, that all insurance policies providing coverage for the Recreation Facilities shall be subject to the prior written approval of Developer, which may be withheld in the sole discretion of Developer. All insurance policies obtained by the Association shall name the Developer as an additional insured so long as the Developer owns at least one Lot within the Project. In addition, the Association may, as determined by the Board of Directors in its sole and absolute discretion from time to time, obtain and maintain as an Association expense (assessed to the owners of Villa Lots and Dwellings within the Villa Buildings) a master policy or policies insuring all the Villa Buildings and improvements located on the Villa Lots (except as otherwise provided herein) against all forms of casualty loss. Such coverage, subject to reasonable deductibles as determined by the Board of Directors, shall insure 100% of the current replacement cost of the insured property and shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost. The Board, in its sole and absolute discretion from time to time, may also obtain flood insurance for the Villa Buildings if the Villa Buildings are in a flood hazard area. If the Board of Directors elects not to obtain casualty insurance with respect to the Villa Buildings, each owner of a Villa Lot and Dwelling shall obtain such insurance for his/her/their Villa Lot and Dwelling insuring 100% of the current replacement costs of the dwelling (with a maximum amount of coverage reasonably available), less applicable deductibles, and covering fire and all other perils customarily covered for such property, including those covered by the standard all risk endorsement and including, without limitation, windstorm. The owner of the Villa Lot and Dwelling shall also maintain liability insurance and flood insurance if the unit is in a flood hazard zone or area and the Association is not maintaining flood insurance coverage for the Villa Buildings. Each owner shall provide the Association proof of such coverage, and if the owner fails to do so after ten (10) days notice from the Association, the Board of Directors, at its option and in its sole and absolute discretion, may obtain any or all such coverage for such Villa Lot and Dwelling, the cost of which shall be assessed against the Villa Lot and Dwelling and the owner thereof, and be subject to the Association's lien and collection rights and be the personal obligation of the owner thereof in the same manner as an assessment levied for common expenses. Any casualty insurance policy obtained by the Association for the purpose of protecting the Villa Buildings shall provide coverage in the same manner as provided in Florida Statute §718.111(11)(f)(2008), as amended from time to time. The cost of any such coverage obtained by the Association for a master policy insuring the Villa Buildings shall be assessed only among the owners of the Villa Lots and Dwellings in equal portions.

If the Association obtains casualty insurance with respect to the Villa Buildings, all reconstruction work after a casualty loss shall be undertaken by the Association except as otherwise authorized in this section. A unit owner may undertake reconstruction work on portions of the unit with the prior written consent of the Board of Directors. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. An owner shall obtain all required governmental permits and approvals prior to commencing reconstruction.

Villa Lot and Dwelling Owners are responsible for the cost of reconstruction of any portions of his/her/their Villa Lot and Dwelling not insured by the Association; and any such reconstruction work undertaken by the Association shall be chargeable to the Villa Lot and Dwelling Owner and enforceable as an assessment.

All hazard insurance deductibles, uninsured losses, and other damages in excess of hazard insurance coverage under the hazard insurance policies maintained by the Association are expenses charged only to the Villa Lot and Dwelling Owners in equal shares, except that:

1. A Villa Lot and Dwelling Owner is responsible for the costs of repair or replacement of any portion of the property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Declaration or the rules of the association by an owner, the members of his or her family, unit occupants, tenants, guests, or invitees without compromise of the subrogation rights of any insurer.

2. The Association is not obligated to pay for repair or reconstruction or repairs of casualty losses if the casualty losses were known or should have been known to an owner and were not reported to the Association until after the insurance claim of the Association for that casualty was settled or resolved with finality, or denied on the basis that it was untimely filed.

All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and shall provide that all proceeds covering property losses shall be paid to the Association as trustee. The Association, as trustee, shall hold the proceeds for the benefit of the Owners. With respect to master or blanket policies covering the Villa Buildings, proceeds shall be held as undivided shares for Villa Lot and Dwelling owners only, each Villa Lot and Dwelling Owner's share being in proportion to the damages sustained.

The Association is appointed agent for each Villa Lot and Dwelling Owner and for each mortgagee or other lienor of a Villa Lot and Dwelling, and for each Owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and, to execute and deliver releases upon the payment of claims.

(The balance of Article 11 remains unchanged)

CFN 20100067389
OR BK 23705 PG 0732
RECORDED 02/23/2010 09:09:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0732 - 736; (5pgs)

PREPARED BY AND RETURN TO:

GEORGE W. BALDWIN, JR.
BRANT AND BALDWIN
330 FEDERAL HIGHWAY
LAKE PARK, FLORIDA 33403

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SEAVIEW AT JUNO BEACH HOMEOWNERS' ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that the Declaration of Covenants and Restrictions for Seaview At Juno Beach Homeowners' Association, Inc. has been amended and a copy thereof is attached hereto and incorporated herein by reference.

The attached Amendments to the Declaration of Covenants and Restrictions were approved by no less than a majority of all the Members of the Homeowners' Association.

IN WITNESS WHEREOF, Seaview At Juno Beach Homeowners' Association, Inc. has caused this Certificate of Amendment to the Declaration of Covenants and Restrictions to be executed in its name by its President, and the corporate seal affixed, and attested to by its Secretary, this ____ day of January, 2010.

Signed, sealed and delivered

in the presence of:

myBradley

Signature of Witness

MA Bradley

Printed Name of Witness

MARGHERITA SERRAFO

Signature of Witness

Rebecca Smith

Printed Name of Witness

**SEAVIEW AT JUNO BEACH
HOMEOWNERS' ASSOCIATION, INC.**

By: *Susan Merklin*

SUSAN MERKLIN

Its: President

ATTEST:

By: *Bonnie Dokuchitz*

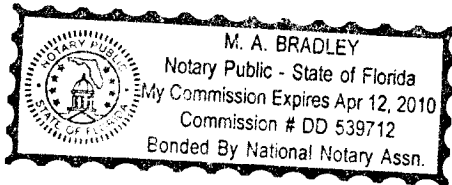
BONNIE DOKUCHITZ

Its: Secretary

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26 day of January, 2010 by **SUSAN MERKLIN**, as President of Seaview of Juno Beach Homeowners' Association, Inc., on behalf of the corporation. She is [☒] personally known to me or has [☐] produced a _____, as identification.

[Notary Seal]



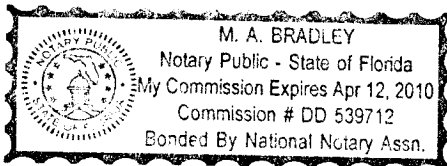
M. A. Bradley

Notary Public
State of Florida
My Commission Expires: _____

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26 day of January, 2010 by **BONNIE DOKUCHITZ**, as Secretary of Seaview of Juno Beach Homeowners' Association, Inc., on behalf of the corporation. She is [☒] personally known to me or has [☐] produced a _____, as identification.

[Notary Seal]



M. A. Bradley

Notary Public
State of Florida
My Commission Expires: _____

**AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SEAVIEW AT JUNO BEACH HOMEOWNERS' ASSOCIATION, INC.**

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**ARTICLE 6
ASSESSMENTS AND FINES**

6.2 General Assessments. General Assessments shall be determined annually for Common Expenses for the purposes of maintenance and management of the Association and the Common Property, Recreation Tract and Recreation Facilities, as provided in this Declaration, and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for: operation, maintenance and management of the Association and the Common Property, Recreation Tract and Recreation Facilities; painting of the exterior of each Dwelling and maintaining the landscaping of each Lot, as provided hereinbelow; insurance coverage for the Common Property, Recreation Tract and Recreation Facilities; legal and accounting fees; maintenance of the Streets; management fees; security costs; emergency services; repair and replacement of property required to be maintained by the Association pursuant to the terms of this Declaration; utility service for the Common Property, Recreation Tract and Recreation Facilities; cleaning services for such property required to be maintained by the Association pursuant to the terms of the Declaration; expenses and liabilities incurred by the Association in the enforcement of its rights and duties under this Declaration; maintenance of vacant property; creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary or proper to carry out the Association's management, maintenance, repair, operation and enforcement responsibilities. In addition to the General Assessments set forth above, the owners of the Villa Lots and Dwellings within the Villa Buildings shall be equally assessed the cost of any insurance obtained by the Association to insure the Villa Buildings as provided by Article 11 herein and any cost of reconstruction or repair of any portion of the Villa Buildings and improvements located on Villa Lots insured by the Association not paid by insurance proceeds (including, but not limited to, insurance deductibles, uninsured losses and other damages in excess of insurance coverage).

(The balance of Article 6 remains unchanged)

**ARTICLE 11
INSURANCE**

The Association is hereby authorized to purchase insurance on the Common Property, for Casualty or Hazard Coverage, Public Liability Coverage, Fidelity Bond

Coverage and other coverage, in such amounts, with such deductibles, and with such companies as the Board of Directors shall deem appropriate; provided, however, that all insurance policies providing coverage for the Recreation Facilities shall be subject to the prior written approval of Developer, which may be withheld in the sole discretion of Developer. All insurance policies obtained by the Association shall name the Developer as an additional insured so long as the Developer owns at least one Lot within the Project. In addition, the Association may, as determined by the Board of Directors in its sole and absolute discretion from time to time, obtain and maintain as an Association expense (assessed to the owners of Villa Lots and Dwellings within the Villa Buildings) a master policy or policies insuring all the Villa Buildings and improvements located on the Villa Lots (except as otherwise provided herein) against all forms of casualty loss. Such coverage, subject to reasonable deductibles as determined by the Board of Directors, shall insure 100% of the current replacement cost of the insured property and shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost. The Board, in its sole and absolute discretion from time to time, may also obtain flood insurance for the Villa Buildings if the Villa Buildings are in a flood hazard area. If the Board of Directors elects not to obtain casualty insurance with respect to the Villa Buildings, each owner of a Villa Lot and Dwelling shall obtain such insurance for his/her/their Villa Lot and Dwelling insuring 100% of the current replacement costs of the dwelling (with a maximum amount of coverage reasonably available), less applicable deductibles, and covering fire and all other perils customarily covered for such property, including those covered by the standard all risk endorsement and including, without limitation, windstorm. The owner of the Villa Lot and Dwelling shall also maintain liability insurance and flood insurance if the unit is in a flood hazard zone or area and the Association is not maintaining flood insurance coverage for the Villa Buildings. Each owner shall provide the Association proof of such coverage, and if the owner fails to do so after ten (10) days notice from the Association, the Board of Directors, at its option and in its sole and absolute discretion, may obtain any or all such coverage for such Villa Lot and Dwelling, the cost of which shall be assessed against the Villa Lot and Dwelling and the owner thereof, and be subject to the Association's lien and collection rights and be the personal obligation of the owner thereof in the same manner as an assessment levied for common expenses. Any casualty insurance policy obtained by the Association for the purpose of protecting the Villa Buildings shall provide coverage in the same manner as provided in Florida Statute §718.111(11)(f)(2008), as amended from time to time. The cost of any such coverage obtained by the Association for a master policy insuring the Villa Buildings shall be assessed only among the owners of the Villa Lots and Dwellings in equal portions.

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1. A Villa Lot and Dwelling Owner is responsible for the costs of repair or replacement of any portion of the property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Declaration or the rules of the association by an owner, the members of his or her family, unit occupants, tenants, guests, or invitees without compromise of the subrogation rights of any insurer.

2. The Association is not obligated to pay for repair or reconstruction or repairs of casualty losses if the casualty losses were known or should have been known to an owner and were not reported to the Association until after the insurance claim of the Association for that casualty was settled or resolved with finality, or denied on the basis that it was untimely filed.

All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and shall provide that all proceeds covering property losses shall be paid to the Association as trustee. The Association, as trustee, shall hold the proceeds for the benefit of the Owners. With respect to master or blanket policies covering the Villa Buildings, proceeds shall be held as undivided shares for Villa Lot and Dwelling owners only, each Villa Lot and Dwelling Owner's share being in proportion to the damages sustained.

The Association is appointed agent for each Villa Lot and Dwelling Owner and for each mortgagee or other lienor of a Villa Lot and Dwelling, and for each Owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and, to execute and deliver releases upon the payment of claims.

(The balance of Article 11 remains unchanged)