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CERTIFICATE OF FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
EASTON VILLAGE

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR EASTON VILLAGE ("Fourth Amendment") is made by Easton Village Homeowners Association, Inc. ("Easton Village"), as follows:

RECITALS:

WHEREAS, that certain *Declaration of Covenants, Restrictions and Easements for Easton Village* was recorded on December 16, 2002, in Official Record Book 14541, Page 1535, of the Public Records of Palm Beach County, Florida ("Original Declaration") was made respecting the community known as Easton Village; was amended by

- A. That certain *Amendment to Declaration of Covenants, Restrictions and Easements for Easton Village*, recorded on June 6, 2003, in Official Record Book 15331, Page 1661, of the Public Records of Palm Beach County, Florida ("First Amendment");
- B. That certain *Certificate of Amendment to Declaration of Covenants, Restrictions and Easements for Easton Village*, recorded on March 12, 2010, in Official Record Book 23738, Page 0891, of the Public Records of Palm Beach County, Florida ("Second Amendment"); and,
- C. That certain *Certificate of Amendment to Declaration of Covenants, Restrictions and Easements for Easton Village*, recorded on September 24, 2014, in Official Record Book 27055, Page 1478, of the Public Records of Palm Beach County, Florida ("Third Amendment");

and, prior to the date hereof and as referred to herein, the Original Declaration, First Amendment, Second Amendment, and Third Amendment together constitute the "Declaration."

WHEREAS, the real property subject to the Declaration and this Fourth Amendment is described as:

Alexandria Circle, Alworth Terrace, Balsan Way, and Biddle Court, Tracts B-14, B-15, B-16, and B-17, Lots 1 through 231, inclusive, as all are shown on Olympia-Plat I, as recorded in Plat Book 93, Page 135 through 161, of the Public Records of Palm Beach County, Florida.

WHEREAS, there no longer exists any Class B membership in Easton Village.

WHEREAS, pursuant to Section 14.05 of the Declaration and the notice, a Special Members' Meeting was held, for the purpose of considering proposed amendments to the Declaration; and, at such Special Members' Meeting, the Association through its members adopted the amendment to the Declaration as provided herein; and,

WHEREAS, the Board of Directors ("Board") has received information from its counsel and manager that generally, holders of first mortgages which acquire title following foreclosure have complied with, and acquiesced to, the application of the Homeowners Association Act (Chapter 720, Florida Statutes), including naming Easton Village and other local community associations in their mortgage foreclosure suits, even where claim of liens had not been perfected. The Board finds therefore that amendments contained herein do not materially adversely affect the rights of mortgagees. Further, based on the opinion of counsel that such interpretation is not unreasonable, the Board, pursuant to its authority under section 14.04 of the Declaration, interprets the amendments herein as not materially adversely affecting the rights of mortgagees and not being prohibited by § 14.05 of the Declaration.

NOW THEREFORE, in compliance with the membership approval requirements of § 14.05 (Amendments) of the Declaration, Easton Village declares the Declaration is amended a Fourth time:

1. The foregoing recitals are true, correct and incorporated into, and form a part of, this Fourth Amendment.
2. In the event that there is a conflict between this Fourth Amendment and the Declaration, this Fourth Amendment shall control. Wherever possible, the Declaration and this Fourth Amendment shall be construed as a single document. Except as modified herein, the Declaration remains in full force and effect. This Fourth Declaration shall be a covenant running with the land.
3. Henceforth, the term "Declaration" shall mean the Original Declaration, the First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment, together with all amendments and modifications thereto.

4. Article 13 of the Declaration, is amended to read as provided on Exhibit "A" attached hereto and incorporated herein.

The effective date of this Fourth Amendment is the date of recordation as indicated by the stamp affixed, electronically or otherwise, to this Certificate by the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

This Fourth Amendment was approved by the membership at the Special Members Meeting held on May 24, 2016. Said meeting of the Members was noticed to all of the Members on March 2, 2016. The total number of votes of the Association is two hundred thirty-one (231). The total number of votes required to constitute a quorum is twenty-three (23). The number of votes present in person or by proxy at the meeting of Members was thirty-six (36). The total number of votes necessary to adopt the amendment was twenty-seven (27). The total number of votes cast for was thirty-four (34), and the total number of votes cast against was two (2).

NOW THEREFORE and IN WITNESS WHEREOF, Easton Village Homeowners Association, Inc., by and through its president and attested to by its secretary, has hereunto set its hand and seal as of this 31st day of August 2016.

Signed, sealed & delivered in the presence of:

Easton Village Homeowners Association, Inc.

Leslie DiStefano
Witness
Printed Name: Leslie DiStefano

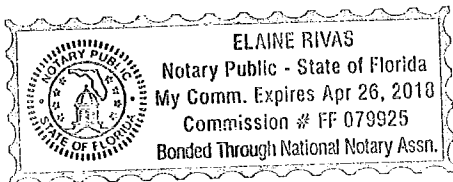
By: [Signature]
Allan Kershner, its President

[Signature]
Witness
Printed Name: Jacqueline Shaker

Attest: [Signature]
Ellen Manning, its Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing Certificate of Fourth Amendment to Declaration of Covenants, Restrictions and Easements for Easton Village was acknowledged before me this 31st day of August 2016, by Allan Kershner and Ellen Manning, the President and Secretary, respectively, of Easton Village Homeowners Association, Inc., on behalf of the corporation, who are personally known OR have produced _____ as identification.



[Signature]
Notary Public

Article 13 of the *Declaration of Covenants, Restrictions and Easements for Easton Village* is amended in its entirety (deleted and replaced with the following text) to read as follows:

ARTICLE 13

TRANSFER RESTRICTIONS

13.01. Purpose. The purpose of this Declaration and this Article 13 in particular is to ensure, to the extent permitted by law, that Easton Village is a stable single-family neighborhood, where family values, the benefits of quiet seclusion, a lower potential for crime, nuisance, traffic congestion, foreclosure and other economic defaults, all create an environment where families may develop a sense of community and shared commitment to the common good of Easton Village.

13.02. Definitions. In addition to the definitions contained in Article 1, terms used in this Article 13 have the following meanings. A definition in this § 13.02 controls over any conflicting meaning or definition appearing elsewhere in the Declaration, including Article 1. Each definition is root word, and nouns, verbs, adjectives, and tenses shall be given meanings consistent with the root definition. Nothing which would ordinarily fit a definition will be removed from the ambit of the definition merely because it is not permitted or it is not approved by Association or government authority.

13.02.01. "Transfer" means and includes any sale, gift, inheritance, bequeathal, lease, change in occupancy, change in ownership (legal, beneficial or otherwise) of a Lot or of any entity or trust owning a Lot, including any hybrid of the foregoing. A Transfer is a Transfer even if it involves fewer than all of the Owners, Tenants, or Occupants; involves fewer than all owners, members, shareholders, or beneficiaries, or trustees of a Lot-owing entity or trust; or, is for brief periods.

13.02.02. "Lease" means and includes any transfer of the right to occupy a Lot, regardless of consideration or payment, including any arrangement whereby an entity Owner allows an officer, member, manager, shareholder, agent or any other person to occupy the Lot, and includes any occupancy agreement or other arrangement whereby a person who may be called a 'guest' or 'relative' but who will remain or who does in fact remain beyond the time specified for a Guest. A lease renewal or extension is a Lease.

13.02.03. "Tenant" means any person occupying a Lot who is neither the Owner, a Guest, nor a member of the Owner's Family.

13.02.04. "Guest" means any person occupying a Lot with the permission of an Owner for not more than thirty (30) consecutive days nor more than forty-five (45) total days in any one-year period.

13.02.05. "Occupant" means any person remaining on a Lot for more than one (1) day.

13.02.06. "Bedroom" means a room designated as a bedroom at the time the first certificate of completion was issued by a government relative to the Lot. The number of Bedrooms may not be increased, by construction, partition, conversion, or otherwise, for purposes of this Article 13 without the written approval of the Association.

13.02.07. "Immediate Family" means a Lot Owner's spouse, parents, siblings, children, grandchildren, or grandparents.

13.02.08. Approval. No Lot may be Transferred without the prior written approval of the Association.

13.02.09. Prior to any approval, the Owner must submit to the Association, on a form promulgated by the Association, a Transfer application containing or attaching all information required by the Association.

13.02.10. Any renewal of, extension or modification to an already approved Lease must be submitted anew for approval by the Association along with applications and fees required ordinarily for Transfer applications.

13.02.11. The Association must either approve or disapprove a Transfer application within ten (10) days after the next Board meeting following submission of a complete, accurate Transfer application, so long as such submission is made no later than three (3) business days prior to that Board meeting. If approved, a recordable Certificate of Approval shall be executed by the Secretary or other authorized agent of Association. If the Association fails to approve a complete, accurate Transfer application within the aforesaid time period, the Transfer will be deemed approved.

13.03. Grounds for Disapproval. All provisions of this Article 13 are material and the Association may deny any Transfer application for failure to comply herewith. The Association may adopt, by rule or regulation, such other reasonable grounds for disapproval including:

13.03.01. As to Tenants only, failing to satisfy a minimum credit score established by the Association from time to time;

13.03.02. Failing a criminal background criteria established by the Association from time to time, provided that such criteria may include offenses for which an arrest was made, but for which no adjudication of guilt was entered;

13.03.03. Delinquency, at the time an approval determination will be made, in the payment of any monies due to Association or the Master Association;

13.03.04. Outstanding violations of the Declaration, Master Covenants, or Rules;

13.03.05. Past or current delinquency of prospective Transferee to any landlord or to any homeowners, condominium, or cooperative association;

13.03.06. Past or current lease violations or covenant violations in any homeowners, condominium, or cooperative association.

13.04. Leases. All Leases must be in writing and provided to Association. Any agreement permitting a Tenant to occupy a Lot, regardless of duration or purpose, is deemed a Lease, must be reduced to writing, and is subject to this Article 13. Association may promulgate or adopt a standard uniform Lease or occupancy agreement to be used by all Owners. All Leases are deemed

to include compliance with this Declaration and the Master Covenants as a material condition thereof.

13.05. Family and Guests. If the Association adopts by rule or regulation the criteria permitted in 13.03 above, Owner is responsible for ensuring that all Family members and Guests satisfy any criminal background criteria. The Association may promulgate separate, limited criminal background criteria for Family members or Guests in its sole discretion. In the event a Family member or Guest is discovered to have a criminal background that violates such criteria, the Owner shall remove the Family member or Guest and the Family member or Guest shall vacate permanently the Lot and Easton Village within three (3) days after notice given by the Association. The fact that the Family member failing such criminal background criteria is not an Owner or Tenant responsible for rent payments will not constitute a defense to the enforcement of this and related provisions.

13.06. Time

13.06.01. No Lease shall be for a period of less than six (6) months.

13.06.02. No Lot may be Leased more than once in any six (6) month period.

13.06.03. Leasing Lot During the First Two (2) years of Ownership of the Lot is Prohibited.

- a. Notwithstanding any terms to the contrary herein contained, no Lot may be Leased during the first two (2) years (i.e. twenty-four (24) months) of ownership of the Lot, measured from the date of the most recent instrument conveying an interest in title to the Lot. In the case of a Transfer of ownership in an entity or trust, the time period is measured from the date of each such Transfer. In the event that a Lot Owner acquires title to a Lot with a Tenant in possession under a Lease previously approved by the Association, the Lot shall not be leased again until the two (2) year anniversary of the expiration of the approved Lease.
- b. This prohibition against Leasing during the first two (2) years of ownership of the Lot, however, shall not apply (1) to Transfers by gift, devise, or inheritance to a co-Owner of the Lot or to a member of the Lot Owner's Immediate Family; (2) to Lot owed by Association; or (3) to Transfers effected or recorded prior to September 24, 2014.

13.07. Number of Occupants. No Lot may be occupied by more than the lesser of (1) a number equal to two persons per Bedroom or (2) the number of occupants permitted by competent government authority.

13.08. Type of Leases Prohibited. Only an entire Lot may be Leased. No rooms may be rented. Sub-Leases are prohibited; no Guest or Tenant may Lease a Lot or room to any other person.

13.09. Void Transfers. Any purported Transfer effected without approval of Association or which is in violation or conflict with any provision of this Article 13, is void as to all first- and third-parties thereto, even when any persons have relied upon such Transfer to move onto a Lot, give loans or mortgages, pay commissions, disburse proceeds, insure title, record deed and mortgages, or otherwise change their position.

13.10. Personal Guarantee of a Natural Person Required for all Transactions.

13.10.01. In addition other restrictions and conditions in this Article 13, if the proposed purchaser, Tenant, Occupant, or Transferee of a Lot is a corporation or other entity other than a natural person(s) ("Entity Applicant"), the Association's approval of the Transfer of the Lot is conditioned upon:

- a. the requirement that all persons who will be Occupants of the Lot apply for approval from the Association and be subject to screening in the same manner as prospective Tenants; and,
- b. the giving of a written Personal Guarantee, on a form approved by the Association, by the principals of the corporation or entity guaranteeing the corporation or entity's performance of its obligations under the Declaration, Master Covenants, and Rules (If the principals of the corporation or entity is/are not a natural person(s), the Personal Guarantee will be required of the most proximate natural-person principals in Entity Applicant's layer(s) of ownership.)

13.10.02. The Personal Guarantee will be a guarantee of payment and not of collection. A Personal Guarantee is not required of any Institutional Mortgagee acquiring a Lot pursuant to foreclosure of such Institutional Mortgagee's mortgage or deed in lieu thereof given to the holder of the Institutional Mortgage or for the Transfer of any Lot to the Association. For clarity, the Personal Guarantee will be required from any other corporate or entity purchaser at any foreclosure sale prior to occupancy. Any transaction in violation of this requirement to provide a Personal Guarantee of a natural person shall be void.

13.11. Default. Owner, and Guest or Tenant as appropriate, will be in material default of this Article 13 if,

13.11.01. Before or after approval, Transfer application is found to be materially false or inaccurate;

13.11.02. After and despite any improvidently given approval, an Owner's, Tenant's, Family member's, or Guest's criminal background would have caused the Owner, Tenant, or Guest to fail the applicable criminal background criteria, whether such arrest or conviction occurred after or before such approval;

13.11.03. Either the Tenant or Owner become delinquent in the payment of any monies due to Association, or either Owner, Tenant or Guest, or their Family violates any of the Declaration, Master Covenants, or Rules.

13.12. Remedies

13.12.01. Right to Terminate Lease. In the event a Tenant or Guest violates the Declaration, Rules, or Master Covenants, Association may provide the notices, terminate the Lease or right to occupy, and seek the same remedies as if it were a landlord, provided in chapter 66 (Ejectment) or chapter 83, Part II (Residential Tenancies), Florida Statutes; as each exists at the time the amendment creating this provision, or at the time of the violation, such choice being in Association's sole discretion. Additionally, Association may seek to enforce any provision of the Lease and may maintain such enforcement action even after dismissal of portions of the action related to covenant violations. Association may promulgate, as part of its criminal background criteria, a list of crimes, which if appearing in the background check for any Tenant or Guest, would be grounds for a notice of immediate termination of tenancy and for shortened, three-day notice to vacate under penalty of eviction.

13.12.02. Right to Demand Rents. If the Owner defaults on the payment of any monies due Association or if the Owner or any Occupant causes, by way of covenant violation, Association to expend funds to seek a cure, Association may make demand upon a Tenant that all rents be paid directly to Association from the time of the demand until released by Association. The procedure for such demand shall be carried out in substantial conformity with § 720.3085(8) (2015), Florida Statutes. Association may demand rents from a Tenant even if the Tenant is not party to an approved Lease or where Association has disapproved the Lease, without waiving any claims or remedies otherwise provided herein.

13.12.03. Void Transfers. Association may seek any legal remedy to set aside any void transfer, including seeking relief procedurally under chapter 83, Part II, without waiving any claim that such Lease, deed, or otherwise, void from the beginning.

13.12.04. Owner's Liabilities Continue. Owner's liabilities and responsibilities continue unabated during the period of any Leases and Owner is jointly and severally liable with the Tenant for all damages caused during a Lease and for all attorney's fees and costs incurred by Association as a result of Tenant's violation of the Declaration, Master Covenants, or Rules.