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Prepared by & return to:
Patti Heidler Ladwig, Esq.
Patti Heidler Ladwig, P.A.
12705 W. Forest Hill Boulevard
Suite 1312
Wellington, FL 33414-4781

THIS IS NOT A CERTIFICATE

Certificate Of Amendment
To The Declaration Of Covenants, Restrictions And Easements
For Easton Village

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Easton Village Homeowners Association, Inc., is a Florida not-for-profit corporation, organized to act as a homeowners association for the following property in Palm Beach County, Florida in accordance with the **Declaration of Covenants, Restrictions and Easements for Easton Village** ("the Declaration") originally recorded in **Official Record Book 14541 beginning at Page 1535, et.seq. of the Public Records of Palm Beach County, Florida** as same has been amended from time to time:

Alexandra 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 1,** As Recorded In **Plat Book 93, Pages 135 Through 161** Of The Public Records Of Palm Beach County, Florida; and

WHEREAS, Article 14, Section 14.05 of the Declaration provides that the Declaration may be amended by the affirmative vote of members holding not less than seventy-five percent (75%) of the votes of the membership present at any duly called annual or special meeting of the members of Easton Village Homeowners Association, Inc. at which a quorum has been obtained; and

WHEREAS, in accordance with the requirements of Article 14, Section 14.05 of the Declaration, amendments to **Article 7, Section 7.03 and Article 13** of the

Declaration were adopted by not less than seventy-five percent (75%) of the votes of the membership present at a duly convened special meeting of the members of Easton Village Homeowners Association, Inc. held on July 17, 2014. Copies of these amendments are attached hereto and incorporated herein as **Exhibit "A"**; and

NOW, THEREFORE, be it known that **Article 7, Section 7.03 and Article 13** of the Declaration are hereby amended as represented on **Exhibit "A"** and that copies of these amendments shall be recorded in the Public Records of Palm Beach County, Florida.

IN ALL OTHER RESPECTS the Declaration of Covenants, Restrictions and Easements for Easton Village shall remain in full force and effect.

CERTIFICATE

We hereby certify that the foregoing amendments to the Declaration of Covenants, Restrictions and Easements for Easton Village as represented on **Exhibit "A"** received sufficient affirmative votes of the membership of Easton Village Homeowners Association, Inc. to adopt the amendments as required by the Declaration and that the minutes of the special meeting of the members of Easton Village Homeowners Association, Inc. held on July 17, 2014 reflect the approval of these amendments and that such approval has not been revoked.

Notice of the July 17, 2014 special membership meeting was given June 2, 2014. Of the 231 members of the Association, 196 were eligible to vote at this meeting. The quorum for this meeting was 20, 27 members were present in person or by proxy. Each of the amendments to the Declaration that was proposed needed the favorable vote of 21 members to adopt the amendment. Amendment 1 received 23 votes for and 4 votes against the amendment. Amendment 2 received 26 votes for and 1 vote against the amendment. Amendment 3 received 22 votes for and 5 votes against the amendment. The 4th proposed amendment did not receive enough votes in favor of the amendment to adopt the amendment. Each of the three amendments that were adopted will be effective when recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Easton Village Homeowners Association, Inc., a Florida not-for-profit corporation has caused this Certificate of Amendment to the

Declaration of Covenants, Restrictions and Easements for Easton Village to be executed this 23rd day of September 2014.

Signed, sealed and delivered in the presence of:

Easton Village Homeowners Association, Inc
a Florida not-for-profit Corporation

[Signature]

By: [Signature]
Allan Kershner, President

Teresa OR Chappell
(Print Name)

[Signature]

Manfred Ladwig
(Print Name)



ATTEST:

[Signature]
Tracy Ciucci, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23rd day of September 2014 by Allan Kershner and Tracy Ciucci, the President and Secretary, respectively of Easton Village Homeowners Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who are personally known OR have produced DRIVERS LICENSE as identification and who have not taken an oath.



(NOTARY SEAL)

[Signature]
(Signature of Notary Public)
MANFRED LADWIG
(Print Commissioned Name)
My Commission Expires: 7/29/2017
Commission No.: FF 034921

Exhibit "A"

**Amendments to
Declaration of Covenants, Restrictions and Easements
for Easton Village**

(additions indicated by underlining _____;
deletions indicated by strikethrough _____)

1. AMENDMENT: *Eliminating any exception to joint and several liability. Mortgage holders and all others taking title to property are responsible for all past due amounts of prior owner of property.*

Article 7, Section 7.03 of the Declaration of Covenants, Restrictions and Easements for Easton Village, shall be amended to read as follows:

~~7.03. NO Subordination of the Lien to Institutional Mortgages. Anything herein to the contrary notwithstanding, the lien securing Assessments provided for in this Declaration shall be subordinate to the lien of any Institutional Mortgage made in good faith and recorded prior to the date on which a Notice of Lien is recorded. The sale or transfer of any interest in any Lot shall not affect the Assessment lien. (A) Lot Owner regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or a deed in lieu of foreclosure, is liable for all assessments and other charges imposed upon such Lot by the Association (including, but not limited to, late fees, interest, fines, work orders, and attorney's fees and costs) that come due while he/she is the Lot Owner. A lot Owner is also jointly and severally liable with the previous Lot Owner for all unpaid assessments and other charges imposed upon such Lot by the Association (including, but not limited to, late fees, interest, fines, work orders, and attorney's fees and costs) that came due up to the time of the transfer of title. However, the sale or transfer of any Lot pursuant to foreclosure of such Institutional Mortgage or deed in lieu thereof (if such Institutional Mortgage was recorded prior to the recording of a Notice of Lien) shall extinguish the lien of such Assessments as to installments and other sums which became due prior to such sale or transfer. Such sale or transfer shall also extinguish the personal liability for such Assessments as to such transferees, but not as to the Owner of the Lot at the time the Assessments were due. However, No sale or transfer shall relieve the transferees of such Lot from Liability for any installments of Assessments thereafter becoming due or from the lien therefor.~~

2. AMENDMENT: *Requirement for Personal Guarantee of a Natural Person for the performance of the provisions of the Association's governing documents when transaction is with a corporation or other entity other than a natural person. Exceptions: Association owned property and property owned by Institutional Mortgagee pursuant to foreclosure of such Institutional Mortgagee's mortgage or deed in lieu of foreclosure.*

Article 13 of the Declaration of Covenants, Restrictions and Easements for Easton Village, shall be amended to add an additional Section to Article 13 which shall be known as Section 13.03 and which shall read as follows:

13.03. Personal Guarantee of a Natural Person Required For all Transactions. If the proposed purchaser, tenant, occupant, or transferee of a Lot is a corporation or other entity other than a natural person(s), the Association's approval of the sale, lease, transfer, or occupancy of the Lot shall be conditioned upon the requirement that all persons who shall be occupants of the Lot also be approved by the Association, and that the principals of the Corporation or entity guarantee the corporation or entity's performance of the provisions of the Association's governing documents and execute a certificate to that effect. If the principals of the Corporation or entity is/are not a natural person(s), the Corporation or entity shall advise the Association of the name and contact information of a natural person who will be responsible for guaranteeing the corporation or entity's performance of the provisions of the Association's governing documents and provide the Association with such personal guarantee executed by such natural person. Such requirement to provide a personal guarantee of a natural person(s) shall not be required for the sale or transfer of any Lot to an Institutional Mortgagee 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 sale or transfer of any Lot to the Association. Any transaction in violation of this requirement to provide a personal guarantee of a natural person shall be void.

3. AMENDMENT: *Prohibition of Leasing Lot during First Two (2) years of Ownership of the Lot. Exception: Association owned property and when the transfer is by gift, devise, or inheritance to a co-Owner of the Lot or to a member of the Lot Owner's immediate family.*

Article 13 of the Declaration of Covenants, Restrictions and Easements for Easton Village, shall be amended to add an additional Section to Article 13 which shall be known as Section 13.04 and which shall read as follows:

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

This prohibition against leasing during the first two (2) years of ownership of the Lot, however, shall not apply 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 or to a Lot owed by the Association. A Lot Owner's immediate family shall be defined as the Lot Owner's spouse, parents, siblings, children, grandchildren, or grandparents.

This restriction prohibiting leasing during the first two (2) years of ownership of a Lot shall be effective when recorded in the Public Records of Palm Beach County, Florida and shall apply to all transfers of any interest in a Lot occurring after the effective date of this amendment, except that this prohibition shall not apply to transfers to the Association or 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 as provided hereinabove. Any transfer or lease in violation of this provision shall be void.