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 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0891 - 900; (10pgs)

Prepared by & return to:
 Patti Heidler Ladwig, Esq.
 Patti Heidler Ladwig, P.A.
 12765 W. Forest Hill Boulevard
 Suite 1312
 Wellington, FL 33414-4781

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 property described on **Exhibit "A"**, attached hereto and incorporated herein, in accordance with the **Declaration of Covenants, Restrictions and Easements for Easton Village** ("the Declaration") 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; 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, Article 13, Section 13.01 of the Declaration provides that the provisions of Article 13, Section 13.01 of the Declaration may not be amended without the consent of the Declarant, Minto Communities, Inc.; and

WHEREAS, in accordance with the requirements of Article 14, Section 14.05 of the Declaration, amendments to Article 13, Section 13.01 of the Declaration were adopted by both the Board of Directors of Easton Village Homeowners Association, Inc. at a meeting of the Board of Directors held on July 21, 2009 and by not less than seventy-five percent (75%) of the votes of the membership present; at a duly convened meeting of the members of Easton Village Homeowners Association, Inc. held on August 18, 2009. Copies of these amendments are attached hereto and incorporated herein as **Exhibit "B"**; and

WHEREAS, in accordance with the requirements of Article 13, Section 13.01 of the Declaration, Minto Communities, LLC, a Florida Limited Liability Company, successor by merger to Minto Communities, Inc., the Declarant under the Declaration has given its consent to such amendments. Such consent of Declarant is attached hereto as **Exhibit "C"**; and

NOW, THEREFORE, be it known that Article 13, Section 13.01 of the Declaration is hereby amended as represented on **Exhibit "B"** 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 "B"** received sufficient affirmative votes of both the Board of Directors and the membership of Easton Village Homeowners Association, Inc. to adopt the amendments as required by the Declaration and that the minutes of the meetings of both the Board of Directors of Easton Village Homeowners Association, Inc. and the members of Easton Village Homeowners Association, Inc. reflect the approval of these amendments and that such approval has not been revoked. In addition, we certify that the Declarant has given its consent to such amendments and that the consent of Declarant is attached hereto and incorporated herein as **Exhibit "C"**.


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 24th day of February 2010.

Signed, sealed and delivered
in the presence of:

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



Caitlyn Gross
(Print Name)

By: 

Allan Kershner, President

Debra Rescigno

DEBRA RESCIGNO
(Print Name)



ATTEST:

Tracy DeRamus
Tracy DeRamus, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 24th day of February, 2010 by Allan Kershner the President of Easton Village Homeowners Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who are personally known OR have produced _____ as identification and who have not taken an oath.

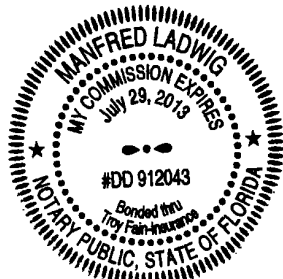


(NOTARY SEAL)

Manfred Ladwig
(Signature of Notary Public)
MANFRED LADWIG
(Print Commissioned Name)
My Commission Expires:
Commission No.:

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 24th day of February, 2010 by Tracy DeRamus, the Secretary, of Easton Village Homeowners Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who are personally known OR have produced DL as identification and who have not taken an oath.



(NOTARY SEAL)

Manfred Ladwig
(Signature of Notary Public)
MANFRED LADWIG
(Print Commissioned Name)
My Commission Expires:
Commission No.:

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

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.

This is not a certified copy

Exhibit "B"

**Amendment to the Declaration of Covenants, Restrictions and Easements
for Easton Village, "the Declaration"**

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

Article 13, Section 13.01 of shall be amended to read as follows:

13.01. Approval. Lots shall not be leased without the prior written approval of the Association. Additionally, any guests of the Owner who occupy the Lot for more than 30 consecutive days shall be required to sign an occupancy agreement with Owner, which shall be subject to the prior written approval of the Association. The Association has the right to require that a substantially uniform form of lease or occupancy agreement be used, as approved by the Board and the Association shall have the right to collect all rental payments due to the Owner and apply the same against unpaid Assessments. Any lease or occupancy agreement shall provide that the Association shall have the right to terminate the lease or occupancy agreement upon default by tenant or guest in observing any of the provisions of this Declaration, the Master Covenants, or any applicable Rules duly adopted by the Board or the Master Association from time to time. No lease shall be for a period of less than six (6) months, ~~and~~ The proposed tenants or guests shall consist of not more than two (2) persons per bedroom in any dwelling. Only the entire lot may be rented. No rooms may be rented and no transient tenants may be accommodated. Subleases of Lots are prohibited. Lots shall not be leased more than once in any six (6) month period. Notwithstanding the lease or other occupancy of an Owner's Lot, all liabilities of the Owner under this Declaration shall continue unabated. The Association must either approved or disapprove a lease or occupancy agreement within ten (10) days after the next Board meeting following submission of a complete and accurate request for approval, which request shall be accompanied by such information as the Board may reasonably require. The Association, may disapprove a lease of a Lot or occupancy agreement upon one or more of the following grounds: 1. an Owner's delinquency in the payment of any charges due the Association, including, but not limited to, assessments, fines, late fees, interest, and collection costs at the time the approval is sought; 2. an unsatisfactory background check/investigation of the tenant/guest; 3. The tenant's/guest's failure to observe any of the provisions of this Declaration, the Master Covenants, or any applicable Rules duly adopted by the Board or the Master Association. If approved, a recordable Certificate of Approval shall be executed by the Secretary or other authorized agent of the Association at the expense of the tenant/guest. If the Association fails to give the Owner written notice of its approval or disapproval of the proposed lease or occupancy agreement within the aforesaid period, the lease or

occupancy agreement shall be deemed acceptable to the Association. The provisions of this Article 13 shall not be applicable to Declarant or any Affiliate designated by Declarant. Notwithstanding anything herein or any Rule to the contrary, Declarant as well as any person approved in writing by Declarant, shall be irrevocably empowered without any limitations at all times, whether for permanent or temporary occupancy, to sell, lease, rent, or transfer Lots owned by Declarant or such Person, as the case may be, for any period and under any terms to any tenants, purchases or transferees without the consent of any Person, including the Association, being required. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Section 13.01 may not be amended without the consent of Declarant.

Exhibit "C"

CONSENT OF DECLARANT
To Amendments to Article 13, Section 13.01 of
Declaration of Covenants, Restrictions and Easements for Easton Village:

The undersigned, representing all of the current members of the Board of Managers of Minto Communities, LLC, a Florida Limited Liability Company, successor by merger to Minto Communities, Inc., the Declarant under the Declaration of Covenants, Restrictions and Easements for Easton Village recorded in the Official Records of Palm Beach County, Florida in Official Record Book 14541 beginning at Page 1535, et.seq. do hereby consent to the following amendments to Article 13, Section 13.01 of the Declaration of Covenants, Restrictions and Easements for Easton Village and authorize the recording of this written consent in the Official Records of Palm Beach County, Florida evidencing the Declarant, Minto Communities, LLC's consent to these amendments:

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

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

Article 13, Section 13.01 of shall be amended to read as follows:

13.01. Approval. Lots shall not be leased without the prior written approval of the Association. Additionally, any guests of the Owner who occupy the Lot for more than 30 consecutive days shall be required to sign an occupancy agreement with Owner, which shall be subject to the prior written approval of the Association. The Association has the right to require that a substantially uniform form of lease or occupancy agreement be used, as approved by the Board and the Association shall have the right to collect all rental payments due to the Owner and apply the same against unpaid Assessments. Any lease or occupancy agreement shall provide that the Association shall have the right to terminate the lease or occupancy agreement upon default by tenant or guest in observing any of the provisions of this Declaration, the Master Covenants, or any

This is

applicable Rules duly adopted by the Board or the Master Association from time to time. No lease shall be for a period of less than six (6) months. ~~and~~ The proposed tenants or guests shall consist of not more than two (2) persons per bedroom in any dwelling. Only the entire lot may be rented. No rooms may be rented and no transient tenants may be accommodated. Subleases of Lots are prohibited. Lots shall not be leased more than once in any six (6) month period. Notwithstanding the lease or other occupancy of an Owner's Lot, all liabilities of the Owner under this Declaration shall continue unabated. The Association must either approved or disapprove a lease or occupancy agreement within ten (10) days after the next Board meeting following submission of a complete and accurate request for approval, which request shall be accompanied by such information as the Board may reasonably require. The Association may disapprove a lease of a Lot or occupancy agreement upon one or more of the following grounds: 1. an Owner's delinquency in the payment of any charges due the Association, including, but not limited to, assessments, fines, late fees, interest and collection costs at the time the approval is sought; 2. an unsatisfactory background check/investigation of the tenant/guest; 3. The tenant's/guest's failure to observe any of the provisions of this Declaration, the Master Covenants, or any applicable Rules duly adopted by the Board or the Master Association. If approved, a recordable Certificate of Approval shall be executed by the Secretary or other authorized agent of the Association at the expense of the tenant/guest. If the Association fails to give the Owner written notice of its approval or disapproval of the proposed lease or occupancy agreement within the aforesaid period, the lease or occupancy agreement shall be deemed acceptable to the Association. The provisions of this Article 13 shall not be applicable to Declarant or any Affiliate designated by Declarant. Notwithstanding anything herein or any Rule to the contrary, Declarant as well as any person approved in writing by Declarant, shall be irrevocably empowered without any limitations at all times, whether for permanent or temporary occupancy, to sell, lease, rent, or transfer Lots owned by Declarant or such Person, as the case may be, for any period and under any terms to any tenants, purchases or transferees

without the consent of any Person, including the Association, being required. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Section 13.01 may not be amended without the consent of Declarant.

This is not a Certified Copy

IN WITNESS WHEREOF, John F. Carter, Jack Appleman, and Jared Stern, collectively all of the current members of the Board of Managers of Minto Communities, LLC, a Florida Limited Liability Company have executed this instrument on behalf of said entity this 26 day of February, 2010.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name)

Jill M. Schaefer
(Print Name)

Minto Communities, LLC.,
a Florida Limited Liability Company
4400 West Sample Road, Suite 200
Coconut Creek, FL 33073

By: [Signature]
John F. Carter, President
Board of Managers

By: [Signature]
Jack Appleman, Vice President
Board of Managers

By: [Signature]
Jared Stern, Secretary/Treasurer
Board of Managers

STATE OF FLORIDA)
)ss
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 26 day of February, 2010 by John F. Carter, in his official capacity as President and member of the Board of Managers of Minto Communities, LLC, a Florida Limited Liability Company on behalf of said entity, who is personally known OR has produced as identification and who have not taken an oath.

NOTARY PUBLIC STATE OF FLORIDA
Carolyn R. Levy
Commission # DD813083
Expires: SEP. 02, 2012
BUNDED THRU ATLANTIC BONDING CO., INC.

[Signature]
(Signature of Notary Public)

Exhibit "C" Page 3 of 4

Carolyn R. Levy
(Print Commissioned Name)

My Commission Expires:
Commission No.:

NOTARY PUBLIC-STATE OF FLORIDA
Carolyn R. Levy
Commission # DD813083
Expires: SEP. 02, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

This is not a certified copy

(NOTARY SEAL)
STATE OF FLORIDA)
)ss
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 4 day of February, 2010 by Jack Appleman, in his official capacity as Vice President of and member of the Board of Managers of Minto Communities, LLC, a Florida Limited Liability Company on behalf of said entity, who is personally known OR has produced Driver Lic. as identification and who have not taken an oath.

Carolyn R. Levy
(Signature of Notary Public)
CAROLYN R. LEVY
(Print Commissioned Name)

My Commission Expires:
Commission No.:

NOTARY PUBLIC-STATE OF FLORIDA
Carolyn R. Levy
Commission # DD813083
Expires: SEP. 02, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

(NOTARY SEAL)
STATE OF FLORIDA)
)ss
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 4 day of February, 2010 by Jared Stern, in his official capacity as , Secretary/Treasurer of and member of the Board of Managers of Minto Communities, LLC, a Florida Limited Liability Company on behalf of said entity, who is personally known OR has produced Driver Lic. as identification and who have not taken an oath.

Carolyn R. Levy
(Signature of Notary Public)
CAROLYN R. LEVY
(Print Commissioned Name)

My Commission Expires:
Commission No.:

NOTARY PUBLIC-STATE OF FLORIDA
Carolyn R. Levy
Commission # DD813083
Expires: SEP. 02, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

(NOTARY SEAL)