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This instrument prepared by and upon recordation return to:  
Daniel Wasserstein, Esq.  
Wasserstein, P.A.  
301 Yamato Road  
Suite 2199  
Boca Raton, Florida 33431

THIS INSTRUMENT IS NOT TO BE RECORDED

**CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR SHAUGHNESSY VILLAGE HOMEOWNERS  
ASSOCIATION, INC.**

THIS CERTIFICATION OF AMENDMENTS TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR SHAUGHNESSY VILLAGE HOMEOWNERS  
ASSOCIATION, INC., is made this 31<sup>st</sup> day of MARCH, 2019 by the President and  
Secretary of SHAUGHNESSY VILLAGE HOMEOWNERS ASSOCIATION, INC. (the "Association").

**WITNESSETH:**

WHEREAS, the Association is governed by the Declaration of Covenants, Restrictions and  
Easements for Shaughnessy Village Homeowners as recorded on January 18, 2005 amongst the Public  
Records of Palm Beach County, Florida at Official Book 18024 and Page 396, et seq. and any subsequent  
amendments thereto (the "Declaration"):

WHEREAS, Article 14.05 of the Declaration provides that the Declaration may be amended by  
the affirmative vote (at a duly called annual or special meeting of Members at which a quorum has been  
obtained) of Members holding not less than seventy-five percent (75%) of the vote of the Membership  
present.

WHEREAS, at least 75% of the Members present, in person or by proxy, at a duly noticed (notice  
was given on February 11, 2019) meeting of the Members held on March 26, 2019, at which a quorum  
was obtained, voted to approve and adopt the amendments contained in Exhibit "A" (the "Amendments").

WHEREAS, the total number of votes of the Members of the Association is 170 and the total  
number of votes required to constitute a quorum at the meeting of the Members held on March 26, 2019  
was 17 (10% of the voting interests of the Association as required by the Bylaws).

WHEREAS, the total number of votes present, in person or by proxy, at the meeting of the  
Members held on March 26, 2019 was 40 and as such, there was a quorum and each of the Amendments  
in Exhibit "A" required the affirmative vote of at least 30 Members (75% of the votes present) in order  
for it to be approved and adopted.

WHEREAS, there were 40 votes cast for Amendment #1 in Exhibit "A" and 0 votes cast against  
Amendment #1 in Exhibit "A". Accordingly, Amendment #1 was approved and adopted.

WHEREAS, there were 39 votes cast for Amendment #2 in Exhibit "A" and 1 vote cast against  
Amendment #2 in Exhibit "A". Accordingly, Amendment #2 was approved and adopted.

WHEREAS, there were 30 votes cast for Amendment #3 in Exhibit "A" and 10 votes cast against  
Amendment #3 in Exhibit "A". Accordingly, Amendment #3 was approved and adopted.

WHEREAS, there were 30 votes cast for Amendment #4 in Exhibit "A" and 10 votes cast against  
Amendment #4 in Exhibit "A". Accordingly, Amendment #4 was approved and adopted.



**EXHIBIT "A"**  
**TO CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR SHAUGHNESSY VILLAGE HOMEOWNERS  
ASSOCIATION, INC.**

The Declaration of the SHAUGHNESSY VILLAGE HOMEOWNERS ASSOCIATION, INC. is amended as follows (words underlined are added and words ~~struck through~~ are deleted):

**AMENDMENT #1**

**RECITALS:**

NOW, THEREFORE, Declarant hereby declares that the Property shall be hereafter owned, ~~used~~ sold, conveyed, improved, encumbered, hypothecated, leased, demised and occupied, all subject to the covenants, restrictions, easements, reservations, conditions, regulations, burdens, liens, equitable servitudes and all other provisions of this Declaration as hereinafter set forth, all of which shall be subject to Florida Statutes 617 and 720, as they may be amended from time to time, as well as any other applicable Florida Statutes, as they may be amended from time to time, and all of which shall run with, benefit and burden all of the Property, and shall be binding on all parties having any right, title or interest in the Property, or any portion hereof, including the parties' heirs, personal representatives, successors and assigns.

**AMENDMENT #2**

ARTICLE 7  
**EFFECT OF NON-PAYMENT OF  
ASSESSMENTS; REMEDIES OF THE ASSOCIATION**

7.03. 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. ~~However, the sale or transfer of any interest in any Lot shall not affect the Assessment Lien. However, and~~ 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 not extinguish the lien of such Assessments as to installments and other sums which became due prior to such sale or transfer and the transferees of any such Lot shall be jointly and severally liable with the prior Owner for any such sums, subject to applicable limitations contained in Florida Statute 720, as amended from time to time. ~~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, Additionally,~~ 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 thereof, for which they shall be liable.

AMENDMENT #3

ARTICLE 13  
RENTAL RESTRICTION

13.01 Approval. Lots shall not be leased without the prior written approval of the Association. Additionally, any guests of Owner (other than members of the Owner's family or those who reside on the Lot with the Owner) who occupy the Lot for more than 60 consecutive days in any six (6) month period 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 a substantially uniform form of lease or occupancy agreement be used, as approved by the Board. Any lease or occupancy Agreement shall provide, or shall be automatically deemed to 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 or upon tenant or guest damaging Common Properties, and in any such instance, to exercise eviction rights against such tenant or guest either in the name of and as agent for the Owner or in its own name pursuant to Florida Statute 83 and Section 13.02 of this Declaration, and notwithstanding anything herein to the contrary, any expenses associated therewith, including attorney's fees and costs, may be charged by the Association to the Owner and collected and enforced the same as an unpaid Assessment.

No Owner may lease a Lot until such Owner has held title to the Lot to be leased for at least twelve (12) months, with the exception that this provision shall not apply to:

- (i) any Owner acquiring title to their Lot prior to the recordation of the amendment adding this provision; or
- (ii) any natural person who becomes an Owner of a Lot upon the death of the preceding Owner either by way of inheritance or due to the termination of the prior Owner's bona fide life estate; or
- (iii) the Association, should it become an Owner of a Lot; or
- (iv) an Institutional Mortgagee, should it become an Owner of a Lot.

No lease shall be for a period of less than six (6) months. The proposed tenants or guests shall consist of not more than two (2) persons per bedroom in any dwelling. No portion of a Lot (other than an entire Lot) may be rented, and Lots may only be rented to one Family at a time. Subleases of Lots are prohibited. Lots may not be leased on a transient basis, as a bed and breakfast or temporary stay/vacation lodging through websites such as AirBNB, VRBO or otherwise. 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 approve or disapprove a lease or occupancy agreement within ten (10) days after the next Board meeting following submission of both a transfer fee, in an amount to be determined by the Board from time to time, and submission of a complete and accurate request for approval, which request shall be accompanied by such information as the Board may reasonably require, including but not limited to a background check/investigation of tenant/guest, which background check/investigation the Board shall also be authorized to independently obtain on each tenant/guest, should it so determine. 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. Grounds for the Association's disapproval of a lease of a Lot or occupancy agreement may include, but shall not be limited to, an Owner's delinquency in the payment of any monetary obligation owed to the Association—assessment at the time the approval is sought, an unsatisfactory background check/investigation of the tenant/guest, and/or tenant/guest's failure to observe any of the provisions of this Declaration, the Master Covenants, or any applicable Rules adopted by the Board or the Master Association, dishonesty by the tenant/guest on the application documents and/or taking up residency of a Lot prior to approval being granted, any or all of which as determined by the Board in its sole discretion. ~~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 limitation 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, purchasers 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.~~

**AMENDMENT #4**

ARTICLE 13  
RENTAL RESTRICTION

13.01 Approval. Lots shall not be leased without the prior written approval of the Association. Additionally, any guests of Owner (other than members of the Owner's family or those who reside on the Lot with the Owner) who occupy the Lot for more than 60 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 a substantially uniform form of lease or occupancy agreement be used, as approved by the Board. 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 an initial period of less than twelve (12) six (6) months. The proposed tenants or guests shall consist of not more than two (2) persons per bedroom in any dwelling. No portion of a Lot (other than an entire Lot) may be rented, and Lots may only be rented to one Family at a time. Subleases of Lots are prohibited. Lots shall not be leased more than once in any twelve (12) six (6) month period...

AMENDMENT #5

ARTICLE 14  
GENERAL PROVISIONS

14.01. Enforcement. This Declaration, including the Articles, Bylaws and Rules, may be enforced by the Declarant, any Institutional Mortgagee, or Owner or the Association, and shall be subject to the following:

E. In addition to the foregoing and as a supplemental means of enforcement, the Association may levy reasonable fines against Owners, tenants, guests and invitees, in accordance with Florida Statute 720, as amended from time to time, for any breach or non-compliance with this Declaration or the Articles, Bylaws or Rules of the Association, as well as for any breach or non-compliance with the governing documents of the Master Association or the ordinances, rules or regulations enacted by the Village of Wellington, as all such documents may be amended from time to time. Any fine levied by the Association against an Owner shall be collectable, lienable and enforceable the same as an unpaid Assessment, subject to any applicable limitations contained in Florida Statute 720, as amended from time to time.

Certified copy