

This Instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs Sax Caplan
6111 Broken Sound Parkway NW, Ste. 200
Boca Raton, FL 33487
(561) 994-4499

**CERTIFICATE AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
VILLA BORGHESE**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Covenants, Restrictions and Easements for Villa Borghese. The Declaration of Covenants, Restrictions and Easements for Villa Borghese is recorded in Official Records Book 10694, at Page 55, in the Public Records of Palm Beach County, Florida. The attached amendments were approved by the written consent of the members pursuant to Section 617.0701(4), Fla. Stat.

DATED this 11th day of October, 2019.

WITNESSES

Elizabeth Perez
Signature
Elizabeth Perez
Print Name

Lydia J. Smith
Signature
Lydia Smith
Print Name

**VILLA BORGHESE HOMEOWNERS
ASSOCIATION, INC.**

By: Saul Sherkman
Saul Sherkman, President

By: Miriam Krol
Miriam Krol, Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11 day of October 2019, by Saul Sherkman, as President, and Miriam Krol, as Secretary, of Villa Borghese Homeowners Association, Inc., who are Personally Known [] or Produced Identification [].

Type of Identification Produced: Driver's License.

Lisa Carrabis
NOTARY PUBLIC, State of Florida at Large

(SEAL)



LISA A. CARRABIS
Commission # GG 365184
Expires September 20, 2023
Bonded Thru Budget Notary Services

EXHIBIT "A"

AMENDMENTS
TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
VILLA BORGHESE

The Declaration of Covenants, Restrictions and Easements for Villa Borghese is recorded in Official Records Book 10694, at Page 55, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article VI, Section 2 of the Declaration of Covenants, Restrictions and Easements for Villa Borghese ("Declaration") shall be amended as follows:

Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, together with Interest thereon, late fees and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Villa Borghese Documents with Interest thereon, late fees and costs of collection, including, but not limited to, Legal Fees, are hereby declared lobe a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner thereof, as applicable, which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Lot in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given, and except as otherwise provided herein. Notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot and recorded in the Public Records after the effective date of this amendment, and, to the extent allowable under Florida law, for all mortgages encumbering a Lot and recorded in the Public Records on or before the effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale

shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid assessments that came due up to the time of transfer of title, including but not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat., as same may be amended from time to time.

Item 2: Article VII, Section 5 of the Declaration shall be amended as follows:

Section 5. WORKING FUND CONTRIBUTION. Each Owner who purchases a Lot with a Home thereon, including by resale, shall pay to the Association at the time legal title is conveyed to such Owner, a "Working Fund Contribution". The Working Fund Contribution shall be an amount equal to a ~~two~~ three months' share of the annual Operating Expenses applicable to such Completed Lot at the time legal title is conveyed, pursuant to the initial Budget (which may be different from the Budget in effect at the time of closing). The purpose of the Working Fund Contribution is to insure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board of Directors, or for any other Operating Expense of the Association. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. However, such Working Fund Contributions shall be collectible as an assessment, pursuant to the provisions of Article VI of this Declaration, including the authority of the Association to file a claim of lien for the collection thereof. Working Fund Contributions may be used to offset any and all Operating Expenses. Notwithstanding the foregoing, sales of Lots by Declarant to a Developer shall not require the payment, at that time, of a Working Fund Contribution. However, the Developer shall be obligated to collect for and remit to the Association a Working Fund Contribution at the time such Developer conveys each Completed Lot. Notwithstanding the foregoing, where a mortgagee or where the Association takes title to a Lot by foreclosure, or deed in lieu of foreclosure, or otherwise, neither the Association nor any such mortgagee shall be required to pay the Working Fund Contribution. Further, this requirement to pay the Working Fund Contribution shall not apply where title is acquired through inheritance, gift, devise or otherwise, by an immediate family member of the Lot Owner, which immediate family shall be defined as the Owner's spouse, parents, siblings, children, grandchildren, or grandparents; or where the Lot has been transferred or otherwise conveyed to a trustee or spouse, without a change in occupancy, for estate planning or tax purposes pursuant to a bona fide estate planning device; or where title is acquired by one spouse from another spouse through a judgment or decree of divorce.

Item 3: Article VIII, Section 1(A) and Article VIII, Section 2(A) of the Declaration (shall be amended as follows:

Section 1. BY THE ASSOCIATION.

A. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Improvements and facilities located upon the Association Property, as well as the painting of the exterior of the Owners' homes, the cleaning of the roofs of the Owners' homes, ~~and the cleaning of the driveways of the Owners' homes (not including driveway sealing) and the replacement of the Owners' mailboxes when such painting, cleaning and replacement is determined to be necessary by the Board of Directors in its sole and absolute discretion, pursuant to schedules and pricing approved by a majority of the Board of Directors.~~ The aforementioned items /projects to be performed by the Association shall be performed from time to time as determined in the sole and absolute discretion of the Board. The cost for the Association's duties hereunder shall be paid by the Owners from their Maintenance or Special Assessments, if needed, as otherwise provided in this Declaration of Covenants, Restrictions and Easements. All funds from such assessments received for the painting of Owners' homes, the cleaning of the roofs of the Owners' homes and the cleaning of the driveways of the Owners' homes shall be placed in a special reserve fund, and the cleaning of the driveways of the Owners' homes shall be placed in a special reserve fund. The initial replacement of the Owners' mailboxes shall be funded by the Association's Operating funds. Any future scheduled replacement for all Owners as approved by the Board of Directors shall be funded by funds from assessments received for this purpose and ~~All funds from such assessment received for the replacement of the Owners' mailboxes shall be placed in a special mailbox reserve fund. Notwithstanding the foregoing, any repairs, maintenance or replacements of mailboxes that are performed in between the times at which the Board of Directors has scheduled a mailbox replacement pursuant to this Section 1(A), shall continue to be the responsibility of the individual Lot Owner.~~ Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Association Property as herein required or by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any Association Property, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owners time or any other consequential or punitive damages.

Section 2. BY THE OWNERS.

Except as otherwise set forth in this Declaration, including Section 1(A) above, each Owner is responsible for the repair, maintenance and/or replacement of all portions of the Home and Lot and other improvements of the Home including, but not limited to, any landscaping installed by any Owner.

Item 4: The Declaration shall be amended by the creation of a new Article XIII, Section 1 as follows:

ARTICLE XIII
PROVISIONS APPLICABLE TO PROSPECTIVE PURCHASERS AND
PROSPECTIVE LESSEES

Section 1. APPLICATION PROCESS FOR PROSPECTIVE PURCHASERS; RIGHT OF APPROVAL/DISAPPROVAL; SCREENING / BACKGROUND CHECK, ETC.

Sales, Transfers and Conveyances. In order to assure a community of congenial residents and thus protect the value of the Lots, the sales, transfers and conveyances of Lots shall be subject to the provisions identified herein:

- a) Application Process. The Lot Owner shall notify the Association, in writing on an application form provided by the Association, of his/her intent to sell or transfer his/her Lot. The name, address, and telephone number of the prospective purchaser or transferee and a copy of the sales contract or transferring document must be provided to the Association, not less than fifteen (15) days prior to the purchase or transfer of the Lot. The application provided by the Association may also require any further information that the Association may reasonably require for purposes of screening applicants, including but not limited to, criminal background check, credit history, and financial background, including any necessary international background check for any Owner or occupant from another country. The application must indicate the date when such sale is to take place. For purposes of this Section 1, the term "transfer" shall include any purchase or sale of a Lot as well as any conveyance or acquisition of a Lot by gift, devise or inheritance.
- b) Approval or Disapproval. Within thirty (30) days after the receipt of a completed application, the Association shall either approve or disapprove the sale or transfer.
- c) Application Fees. The Association may charge an application fee in connection with the sale or transfer of any Lot in an amount to be determined by the Board of Directors from time to time. Said fee shall be remitted to the Association at the same time as the Lot Owner provides notice of such sale or transfer as provided in subsection (a) of this Section 1. In addition to the application fee provided for herein, the Association shall further have the authority to charge the actual cost for any background check required pursuant to this Section.
- d) Disapproval of Sales or Transfers for Good Cause. The

Association shall have the authority to disapprove of a proposed purchaser(s) or transferee(s) for good cause, which good cause shall be defined as follows:

- (1) The person(s) seeking approval (which shall include all proposed occupants) fails to qualify for membership or occupancy in the Association, including, but not limited to, those applicants who fail to qualify for membership or occupancy because of the restrictions on occupancy or ownership set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same may be amended from time to time; or
- (2) The person(s) seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons or property; or a felony involving or concerning moral turpitude; or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802); or has been convicted of any other felony within the five (5) years preceding the date of application; or
- (3) The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
- (4) The person(s) seeking approval (which shall include all proposed occupants) takes possession of the Lot prior to the approval by the Association as provided for herein; or
- (5) The person(s) seeking approval (which shall include all proposed occupants) fails to comply with the requirements of this Section 1, or misrepresents or includes any false information on any of the application materials submitted to the Association; or
- (6) The person(s) seeking approval (which shall include all proposed occupants) has a history of bad credit, or has a history of non-payment of assessments or other financial obligations to this or any other Association, or is otherwise demonstrated to be a clear financial risk to the Association. Furthermore, the Association may adopt, by Board Resolution, from time to time, further criteria related to an applicants' financial means, such as, but not

limited to, a minimum credit score.

Item 5: The Declaration shall be amended by the creation of a new Article XIII, Section 2 as follows:

Section 2. APPLICATION PROCESS FOR PROSPECTIVE LESSEES; RIGHT OF APPROVAL/DISAPPROVAL; SCREENING / BACKGROUND CHECK, ETC.

In order to assure a community of congenial residents and thus protect the value of the Lots, the leasing of Lots shall be subject to the provisions identified herein:

- a) No lease of any interest in a Lot shall commence without the Lot Owner having first obtained the written approval of such lease by the Association. Any lease agreement in effect as of the effective date of this amendment shall be deemed approved. However, any renewal or extension of any existing lease, and all new leases, including renewals or extensions of such new leases, after the effective date of this amendment, shall be subject to the provisions of this Section 2.
- b) The Lot Owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to lease his/her Lot. A copy of the Lease Agreement and a completed Lease Application package signed by the lessee must be provided to the Association not less than fifteen (15) days prior to the lease of the Lot. The application must indicate the date when such lease is to take place.
- c) Within thirty (30) days after the receipt of a completed and signed application, the Association shall either approve or disapprove of the lease. Disapproval of a lease shall not be arbitrary, but any lessee who is disapproved by the Association shall not be entitled to take possession of the Lot.
- d) Any and all lease agreements between an Owner and a lessee of a Lot shall be in writing, must provide for a term of not less than seven (7) months nor more than one (1) year. Leases may be renewed with the approval of the Association's Board of Directors. The lease agreement must provide that the lease shall be subject, in all respects, to the terms and provisions of this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. Any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. No Lot may be subject to more than one (1) lease in any twelve-month period.
- e) Security Deposit. The Association has the right to require, as a condition to permitting the leasing of a Lot, the depositing with the Association of a security deposit up to one (1) month's rent or the highest amount allowable by law, made by either the lessor or lessee, which may be placed in a co-mingled account without interest. Upon termination of occupancy of the Lot by the lessee, the Association may deduct from the security deposit an amount equal

to any actual or anticipated expenses occasioned by the wrongful or negligent act(s) of the lessee or his invitees, tenants or guests, including, but not limited to, damage to the Common Areas. Any amounts remaining from the security deposit after the final costs of the aforementioned expenses are deducted shall be returned to the Lot Owner or Lessee who deposited same, by the Association, not later than fifteen (15) days from the end of the lease term.

- f) Application Fees. The Association may charge an application fee in connection with the lease of any Lot in an amount to be determined by the Board of Directors from time to time. Said fee shall be remitted to the Association at the same time as the Lot Owner provides notice of such lease as provided in subsection (b) of this Section 2. The application provided by the Association may also require any further information that the Association may reasonably require for purposes of screening applicants, including but not limited to, criminal background check, credit history, and financial background, including any necessary international background check for any tenant or occupant from another country. In addition to the application fee provided for herein, the Association shall further have the authority to charge the actual cost for any such background check required.
- g) The provisions of this Section 2 shall apply to all leases, including all renewals and extensions of such leases. If a Lot Owner shall lease his/her Lot, he/she shall remain liable for the performance of all of the agreements and covenants in the Association documents, and shall be liable for any violations by his/her lessee of any and all use restrictions.
- h) The lessee may be required to meet with the Association to acknowledge that he/she takes occupancy subject to, and agrees to abide by the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. Such meeting shall take place after the Association has received the name, address and telephone number of the prospective lessee or a copy of the lease, and prior to the date of occupancy.
- i) The Lot Owner must furnish the prospective lessee with a copy of the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. If the Lot Owner does not have a copy of such documentation, then the Lot Owner will be required to obtain copies from the Association at a reasonable cost at the time of application.
- j) Notwithstanding anything to the contrary elsewhere in this Declaration, the Association neither has the duty to provide an alternate lessee, nor assumes any responsibility for the denial of a lease. Without limiting the Association's ability to disapprove of all leases and all occupants, a proposed tenant or occupant may be disapproved by the Association for any reasonable grounds, which reasonable grounds shall include, but not be limited to, the following:

 - (1) The person(s) seeking approval (which shall include all proposed occupants) fails to qualify for membership or occupancy in the Association, including,

but not limited to, those applicants who fail to qualify for membership or occupancy because of the restrictions on occupancy or ownership set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same may be amended from time to time; or

(2) The person(s) seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons; or a felony involving or concerning moral turpitude; or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802); or has been convicted of any other felony within the five (5) years preceding the date of application; or

(3) The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or

(4) The person(s) seeking approval (which shall include all proposed occupants) takes possession of the Lot prior to the approval by the Association as provided for herein; or

(5) The person(s) seeking approval (which shall include all proposed occupants) fails to comply with the requirements of this Section 2, or misrepresents or includes any false information on any of the application materials submitted to the Association; or

(6) The person(s) seeking approval (which shall include all proposed occupants) has a history of bad credit, or has a history of non-payment of assessments or other financial obligations to this or any other Association, or is otherwise demonstrated to be a clear financial risk to the Association. Furthermore, the Association may adopt, by Board Resolution, from time to time, further criteria related to an applicants' financial means, such as, but not limited to, a minimum credit score; or

(7) No lease will be approved if, at the time of the application, the Lot Owner is delinquent in the payment of any financial obligation to the Association under the

Declaration or under any of the governing documents or the applicable Statute, or if the Lot is in violation of any provision of the Declaration or the Rules and Regulations which remains uncured at the time an application is made hereunder.

- k) There shall be no subleasing of a Lot, and no portion of a Lot (other than the entire Lot) may be rented. In addition, no transient tenancies shall be allowed, such as, but not limited to, a lease, license or other transfer or tenancy through an organization such as Air BNB, VRBO, or any other similar entity, website or organization, and it shall be considered a violation of this provision to list or post a Lot on any such website or through any such company, agency or organization.
- l) Guests, other than an immediate family member, which shall be defined as an Owner's spouse, parents, children, grandchildren, grandparents or siblings, who are not paying rent to the Owner, who are occupying a Lot with or without the Owner in residence for a period in excess of thirty (30) days in any twelve-month period, shall be considered a tenant and subject to approval by the Association and subject to all other restrictions as provided in this Section 2.
- m) With respect to any tenant or any person present on any Lot or any portion of the Properties other than an Owner and the members of his immediate family permanently residing with him on the Lot, if such person materially violates any provision of this Declaration, the Articles or Bylaws, or if such person is a source of annoyance to the residents of the Properties, or willfully damages or destroys any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Properties, and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Properties and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

Item 6: The Declaration shall be amended by the creation of a new Article XIII, Section 3 as follows:

Section 3. PURCHASERS REQUIRED TO OWN HOME / LOT FOR AT LEAST TWO YEARS BEFORE BEING PERMITTED TO LEASE THE LOT. No Owner may lease their Lot during the first two (2) years of ownership measured from the date the Owner acquired title to the Lot via the recordation of the title transfer / conveyance instrument in the Public Records of Palm Beach County, Florida (including, but not limited to Lots acquired as a result of a foreclosure sale, tax sale or other judicial sale). After the first

two (2) years of ownership, the Owner may lease their Lot subject to the lease / tenant approval and screening process and the other requirements and limitations of this Declaration and Rules and Regulations. This provision shall not apply to any Owners who own their Lot on the effective date of this Amendment, nor does it operate to invalidate any leases which are valid and approved by the Association as of the effective date of this Amendment. Notwithstanding the foregoing, where a Lot has been purchased or title has been acquired to a Lot subject to an existing approved lease, the existing lease shall be grandfathered. However, there shall not be allowed any extension or renewal of such lease and any such renewal or extension will be deemed to be a violation of the two (2) year waiting period pursuant to this Section 3. Further, where there is such an approved existing lease, the two (2) year waiting period pursuant to this Section 3 shall not commence until the expiration of the pre-existing lease term and the new Owner shall not be entitled to lease the Lot until two (2) years after the expiration of any such pre-existing approved lease. The aforementioned two (2) year prohibition on leasing described herein shall not apply to any Lots acquired by the Association through an Association lien foreclosure action or otherwise. Further, this requirement shall not apply where title is acquired through inheritance, gift, devise or otherwise, by an immediate family member of the Lot Owner, which immediate family shall be defined as the Owner's spouse, parents, siblings, children, grandchildren, or grandparents; or where the Lot has been transferred or otherwise conveyed to a trustee or spouse, without a change in occupancy, for estate planning or tax purposes pursuant to a bona fide estate planning device; or where title is acquired by one spouse from another spouse through a judgment or decree of divorce.

Except as amended and modified herein, all other sections of the Declaration of Covenants, Restrictions and Easements for Villa Borghese shall remain unchanged and in full force and effect according to their terms, as previously amended.