

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) 994-1499

**CERTIFICATE OF AMENDMENT
TO THE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SAN SAVINO TOWNHOMES**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Covenants, Conditions and Restrictions for San Savino Townhomes The Declaration of Covenants, Conditions and Restrictions for San Savino Townhomes is recorded in Official Record Book 11929, at Page 1547, in the Public Records of Palm Beach County, Florida.

DATED this 2 day of February, 2023.

WITNESSES:

[Signature]
Signature

Jessica Relli
Print Name

[Signature]
Signature

Melanie J Adams
Print Name

**MELEAR POD B HOMEOWNERS ASSOCIATION,
INC. (SAN SAVINO TOWNHOMES)**

By: [Signature]
Danielle Bockus, President

By: [Signature]
Kim Wieder, Secretary

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 8 day of February, 2023, by Danielle Bockus as President, and Kim Wieder as Secretary, of Melear Pod B Homeowners Association, Inc. (San Savino Townhomes), a Florida Corporation, not-for-profit, on behalf of the corporation, who are personally known to me or have produced Drivers License as identification.

[Notary Seal]

[Signature]
Notary Public



Beth Barie
Comm. #HH025727
Expires: July 30, 2024
Bonded Thru Aaron Notary

Beth Barie
Name typed, printed or stamped
My Commission Expires: 7/30/24

EXHIBIT "A"

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SAN SAVINO TOWNHOMES**

The Declaration of Covenants, Conditions and Restrictions for San Savino Townhomes is recorded in Official Record Book 11929, at Page 1547, 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 10 of the Declaration of Covenants, Conditions and Restrictions for San Savino Townhomes ("Declaration") shall be amended as follows:

10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and the liens of any bona Institutional First Mortgage to an Institutional First Mortgagee, provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses payable in constant monthly or quarter annual payments over a period of not less than ten (10) years. Notwithstanding anything to the contrary contained in this Declaration, the lien of the Association pursuant to this Declaration is effective from and relates back to the date on which this Declaration was recorded. 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 IX, Section 4 of the Declaration shall be amended as follows:

4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that up to two (2) household pets in total (and not of each type) consisting of dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. In addition to the foregoing, the Association shall have the authority to charge a reasonable, non-refundable, pet security deposit in an amount to be determined in the reasonable discretion of the Board of Directors from time to time.

Item 3: Article XIV of the Declaration shall be deleted in its entirety and replaced as follows:

Section 1. Lease Approval Authority. 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. In addition, any and all such proposed occupants of a Lot being leased must be approved in advance by the Association and shall be subject to all of the restrictions contained in this Section 1. 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 1.
- b. The Lot Owner shall notify the Association, in writing, 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 thirty (30) 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 nor more than one (1) year. Leases may be renewed with the approval of the Association's Board of Directors. Lease renewals may not exceed a term of one (1) year. 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, but in no event less than One Hundred Fifty (\$150.00) Dollars per applicant. In addition, the Association shall have the authority to charge an additional fee, in an amount to be determined by the Board of Directors from time to time, where a prospective lessee requests an expedited review of his or her application. 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 1. 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, or where the Board believes the applicant(s) has been living abroad and the Board has determined that it is prudent to obtain such international background check. 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 1 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 (either in person or via remote communication) 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 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). Notwithstanding the foregoing, the Association shall only have the authority to disapprove pursuant to this subparagraph (2) if the conviction for such felonies occurred within the last five (5) years preceding the date of application, or, if the period of incarceration served for any such felony exceeded five (5) years, then the Association shall only have the authority to disapprove for such convictions where the convicted felon was released from incarceration within the past 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) has a history of violating the Association's governing documents, or a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this or any other Association as a lessee, guest, owner or occupant of a Lot; or

- (6) The person(s) seeking approval (which shall include all proposed occupants) fails to comply with the requirements of this Article XIV, or misrepresents or includes any false information on any of the application materials submitted to the Association; or
- (7) 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; or
- (8) 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.
- (9) Notwithstanding the foregoing grounds for disapproval, the Association shall have the authority to conduct a personal interview with any such applicant(s) or obtain and/or review any information or documentation provided by any applicant(s) which would tend to mitigate any of the grounds for disapproval identified above, and the Association shall have the authority to review and rely upon any such mitigating information or documentation before making a final determination as to whether to

approve or disapprove any such applicant(s)
pursuant to this Section 1.

- 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 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 the restrictions contained in this Section 1.
- 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, Bylaws, or duly adopted Rules and Regulations of the Association, all as same may be amended from time to time, 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.
- n. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot

is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

In addition to any notice to a tenant of a Lot permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Lot of any delinquency by the Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

- o. No Owner may lease the Owner's Lot during the first one (1) year period of ownership measured from the date the Owner receives title to the Lot. After the first one (1) year period of ownership, an Owner may lease the Owner's Lot subject to the tenant approval and screening process and the other requirements and limitations of the Declaration and Rules and Regulations. If a Lot is leased, and the Owner seeks to sell or otherwise convey the Lot, the Owner shall, prior to closing and conveyance of the Lot, terminate the lease and remove the tenant(s). A purchaser may not purchase a Lot subject to an existing lease, because purchasing a Lot subject to an existing lease would violate the prohibition on leasing during the first one (1) year period of ownership. This prohibition on leasing during the

first one (1) year period of ownership shall not apply to a Lot owned by the Association. Additionally, this requirement shall not apply where title is acquired by an immediate family member of the Lot Owner, which immediate family member shall be defined as the Owner's spouse, parents, siblings, children, grandchildren or grandparent, or where the Lot has been transferred or otherwise conveyed to a trust or otherwise conveyed for bona fide estate planning purposes or pursuant to a bona fide estate planning device. In addition, such twelve (12) month restriction on leasing shall not apply where title is acquired by one spouse from another spouse through a judgment or decree of divorce.