

Prepared by and Return to:

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CERTIFICATE OF FIRST AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
DANFORTH VILLAGE

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR DANFORTH VILLAGE ("First Amendment") is made by Danforth Village Homeowners Association, Inc. ("Danforth Village"), as follows:

RECITALS:

WHEREAS, that certain *Declaration of Covenants, Restrictions and Easements for Danforth Village* was recorded on December 2, 2003, in Official Record Book 16264, Page 0421, of the Public Records of Palm Beach County, Florida ("Original Declaration") was made respecting the community known as Danforth Village, and prior to the date hereof and as referred to herein, the Original Declaration and this First Amendment together constitute the "Declaration."

WHEREAS, the real property subject to the Declaration and this First Amendment is described as:

Cooper Lane Lying East of Fatio Boulevard, Danforth Terrace, Eleanor Way, Delemar Court, and Lots 1281 through 1409, inclusive, Block 'E', as all are shown on Olympia-Plat II, as recorded in Plat Book 98, Page 1 through 24, of the Public Records of Palm Beach County, Florida.

WHEREAS, there no longer exists any Class B membership in Danforth Village.

WHEREAS, pursuant to Section 14.05 of the Declaration and the notice, a Special Members' Meeting was held, for the purpose of considering proposed amendments to the Declaration; and, at such Special Members' Meeting, the Association through its members adopted the amendment to the Declaration as provided herein; and,

WHEREAS, the Board of Directors ("Board") has received information from its counsel and manager that generally, holders of first mortgages which acquire title following foreclosure have complied with, and acquiesced to, the application of the Homeowners Association Act (Chapter 720, Florida Statutes), including naming Danforth Village and other local community associations in their mortgage foreclosure suits, even where claim of liens had not been perfected. The Board finds therefore that amendments contained herein do not materially adversely affect the rights of mortgagees. Further, based on the opinion of counsel that such interpretation is not unreasonable, the Board, pursuant to its authority under section 14.04 of the Declaration, interprets the amendments herein as not materially adversely affecting the rights of mortgagees and not being prohibited by § 14.05 of the Declaration.

NOW THEREFORE, in compliance with the membership approval requirements of § 14.05 (Amendments) of the Declaration, Danforth Village declares the Declaration amended a First time:

1. The foregoing recitals are true, correct and incorporated into, and form a part of, this First Amendment.
2. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Wherever possible, the Declaration and this First Amendment shall be construed as a single document. Except as modified herein, the Declaration remains in full force and effect. This First Declaration shall be a covenant running with the land.
3. Henceforth, the term "Declaration" shall mean the Original Declaration and this First Amendment, together with all amendments and modifications thereto.
4. Article 6, Section 6.01, Article 7, Section 7.03, Article 13, Article 5, Section 5.02, and Article 9, Section 9.01 of the Original Declaration, are amended to read as provided on Exhibit "A" attached hereto and incorporated herein.
5. The effective date of this First Amendment is the date of the Special Members Meeting held on February 2, 2017.
6. This First Amendment was approved by the membership at the Special Members Meeting held on February 2, 2017. Said meeting of the Members was noticed to all the Members on December 16, 2016. The total number of votes of the Association is one hundred twenty-nine (129). The total number of votes required to constitute a quorum is thirteen (13). The number of votes present in person or by proxy at the meeting of Members was eighteen (18). The total number of votes necessary to adopt the amendment was fourteen (14). The total number of votes cast for was seventeen (17), and the total number of votes cast against was one (1).

NOW THEREFORE and IN WITNESS WHEREOF, Danforth Village Homeowners Association, Inc., by and through its president, has hereunto set its hand and seal as of this 16th day of February, 2017.

Signed, sealed & delivered in the presence of: Danforth Village Homeowners Association, Inc.

Jodi Felitti
Witness
Printed Name: Jodi Felitti

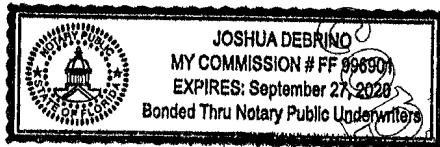
By: Robert Olsen
Robert Olsen, its President

Joshua DeBrino
Witness
Printed Name: Joshua DeBrino

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing *Certificate of First Amendment to Declaration of Covenants, Restrictions and Easements for Danforth Village* was acknowledged before me 16th day of February, 2017, by Robert Olsen, the President of Danforth Village Homeowners Association, Inc., on behalf of the corporation, who ☒ are personally known OR ☐ have produced _____ as identification.

Joshua DeBrino
Notary Public



This is not a certified
copy

EXHIBIT A

AMENDMENTS TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
DANFORTH VILLAGE

(Additions are denoted by double underlining; deletions are indicated by ~~strikethroughs~~; single underlining is in the original.)

Amendment 1 to the Declaration:

Section 6.01 of the Declaration is amended to read as follows:

6.01. Personal Obligation for Assessments. ~~Except as otherwise provided herein with respect to Declarant, Affiliates and Lots owned by Declarant and/or Affiliates, each~~

A. Each Owner of any Lot, regardless of how his or her the Owner's title to property the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable to Association for all Assessments (including Common Assessments, Individual Assessments, and Special Assessments) that come due while he or she is the Owner of the Lot. All Assessments are to be imposed and collected as hereinafter provided. As used in this Article 6 and in Article 7, the term Assessments shall include, Common Assessments, Individual Assessments, Special Assessments, Fines, interest and late fees accruing on any of the foregoing amounts, and the costs of collection, including reasonable attorneys' fees incurred in collection of said amounts or in enforcement of other provisions of this Declaration. If Association becomes a Lot Owner, Association will not be considered an Owner for purposes of this Article 6 and of Article 7, and joint and several liability for Assessments will be determined as if Association does not appear in the chain of title to the Lot. Any rents collected by Association will be deemed fully earned by Association, shall not inure to the benefit of any other person, and shall not be credited to any past, current, or future Owner's account.

B. The Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of the Common Properties or abandonment of the Lot or Property. Subject to the provisions of Section 7.03 of this Declaration and except as provided by law, each Owner is jointly and severally liable with the previous Lot Owners, beginning with the first Owner whose delinquency remains unsatisfied, for all unpaid assessments that came due up to the time of transfer of title; provided, however, that this shall not preclude the present Lot Owner from seeking to recover from the any prior Lot Owner any amounts paid by the present Lot Owner. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. If a Lot is owned by more than one Owner (i.e., husband and wife), the obligation to pay Assessments also shall be a joint and several obligation between them.

Neither Declarant nor any Affiliates shall have the obligation to pay Common Assessments on models or sales offices or any Lots they own during the Guaranty Period provided for in Section 6.04. After the expiration of the Guaranty Period, Declarant or an Affiliate will pay Common Assessments on Lots they own, prorated from the expiration date of the Guaranty Period. Common Assessments will be due on models or sales offices completed after the expiration of the Guaranty Period, from the latter of the recording of this Declaration, or the issuance of a certificate of occupancy on the Lot, and shall be prorated from that date. In the event Declarant or any Affiliate

offers for rent Lots they own, Common Assessments will be due on such Lots from the latter of the recording of this Declaration, or the issuance of a certificate of occupancy, and shall be prorated from that date. Common Assessments on any such rentals will be due both during and after the Guaranty Period. Neither Declarant nor any Affiliate shall be obligated to pay any Assessments on any unbuilt Lots or on Lots which are offered for sale or which have been sold.

○ C. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of Association or Board to take some action or perform some function required to be taken or performed by Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of Association, or from any action taken by the Declarant in connection with the development of the Project or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

D. All Assessments, together with interest, costs, late charges and reasonable attorneys' fees for the collection thereof, shall be a charge on each Lot ~~(except for Declarant and Affiliate-owned Lots)~~ and shall be a continuing lien thereon as more particularly described in Article 7 hereof. Each such Assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due, jointly and severally with each subsequent Owner until paid in full, regardless of how such subsequent Owner or Owners acquired title to the Lot. A discharge in bankruptcy, death, or other legal incapacity with regard to any one Owner shall not inure to the benefit of any other Owner who would otherwise be liable, jointly and severally, for any Assessment; except that no Owner who acquires title to a Lot for the first time from a first mortgagee, nor such owners successors, shall be liable for delinquent unpaid Assessments beyond any limitation of obligation for Assessments enjoyed by such first mortgagee. Subject to the provisions of Section 7.03 of this Declaration and except as provided by law, the personal obligation for delinquent Assessments shall be the joint and several obligation of such Owner and the successors in title to such Owner. Association shall be entitled to take such actions and to expend such sums as are reasonably believed by it to be necessary for the protection of its lien as to particular Lots, and to add the full cost thereof to its claim for Assessments due.

Amendment 2 to the Declaration:

Section 7.03 of the Declaration is amended to read as follows:

7.03 Subordination of the Lien to Certain First Mortgages. The lien for Assessments shall be subordinate to a bona fide first mortgage on any Lot if the mortgage is recorded in the Public Records prior to the date of recording of a claim of lien in the public records of the County. The lien for Assessments shall be a lien superior to all other liens except for tax liens and first mortgage liens, provided such mortgage liens are first liens against the property encumbered thereby (and such first mortgage is recorded prior to the date of recording of the claim of lien), subject only to tax liens. Notwithstanding anything in this Declaration to the contrary (including Sections 6.01 and 7.01), the lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage in which event the personal obligation of the acquirer of title at such foreclosure sale shall be as provided in Section 6.01. ~~acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Lot or chargeable to the former Owner of the Lot which became due prior to such sale or transfer except as otherwise expressly provided by law.~~ Notwithstanding anything to the contrary contained in this Declaration, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage ("first mortgagee") who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of (A) the Lot's unpaid Common Assessments, Special Assessments and Individual Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title by the first mortgagee, or by Association if Association had previously owned the Lot; or, (B) one percent of the original mortgage debt; provided that such limitation on liability shall only apply if Association was initially joined as defendant in the mortgage foreclosure action which resulted in the first mortgagee becoming the Lot Owner. ~~However, any~~ Any such unpaid Assessments for which such ~~acquirer of title~~ first mortgagee is not liable may be reallocated and assessed to all Owners (including such ~~acquirer of title~~ first mortgagee) as a part of Common Expenses included within Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A first mortgagee shall give written notice to Association if the mortgage held by such mortgagee is in default; provided that the failure to provide such notice shall not affect (in any manner) the lien, priority or any terms and provisions of the mortgage, and shall not affect the rights and privileges of the first mortgagee under its mortgage or this Declaration or exhibits thereto.

Amendment 3 to the Declaration:

Article 13 (Rental Restriction) of the Declaration is amended in its entirety to read as follows:

13.01. Occupancy Generally. No Lot may be occupied or possessed by any person except the Owner of that Lot and the following persons:

A. if the Owner is a natural person, the Owner's family related by blood or marriage to the second degree;

B. tenants who have been authorized by Association to lease or otherwise occupy the Lot, provided however, that such authorization must be affirmatively provided in writing in accordance with the Declaration, and will not be deemed to have been granted by waiver or otherwise;

13.02. Leases, Prior Approval. Prior to occupancy by a tenant, all Leases must be in writing and must be approved by Association. Association shall require an interview of the prospective tenant. Each Lease renewal, even when the Tenants are unchanged, is a new Lease hereunder and subject to prior Association approval. The prior written approval of Association for a Lease shall not apply to Lots and/or Homes acquired by an Institutional First Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure.

13.03. Lease, Content. All Leases are deemed subject to and incorporating therein, this Declaration, the Articles, By-Laws, Rules, or Master Covenants, whether or not provided for explicitly in the Lease. Additionally, all Leases are deemed to incorporate chapter 83, part II, Florida Statutes, and that Association may act as the landlord for purposes of noticing, curing, and terminating the Lease as a result of, tenant's default. Association does not have any other responsibilities of a landlord. All Leases shall be deemed to provide that upon written notice of the Owner's delinquency given by Association to Tenant, Tenant shall pay over all rents due under the Lease to Association until released from such obligation by Association. Tenant's obligation to pay such rent to Association is a personal obligation due by the Tenant for each rent coming due under the Lease more than five (5) days after delivery of said notice. Said notice is deemed delivered when delivered by hand, posted on the front door of Lot in a conspicuous manner, or five (5) days after mailing by regular and certified mail, return receipt requested. Association may promulgate or adopt a form of lease, occupancy agreement, or addendum to be used by all tenants following adoption of such form.

13.04. Lease, Approval. Upon submission of a complete application by an Owner to Lease a Lot, Association must either approve or disapprove the application within ten (10) days following the Board meeting next occurring after the date of submission. If Association does not provide written notice to the Owner within such time, the application will be deemed approved.

13.05. Lease, Restrictions. Association may not approve any Lease,

A. until the Owner and prospective tenant submit an application on a form to be provided by Association together with an application fee, set and adjusted by Association from time to time, and deemed to be a liquidated amount to cover the costs of reviewing the lease, examining records and interviewing the tenant;

B. for a term of less than twelve (12) months;

C. for a room or less than the entire Lot;

D. for occupancy which would commence during the first two years of ownership of a Lot by the Owner or Related Owner;

E. when the Owner or any Related Owner is delinquent in the payment of any monetary obligation to Association or in violation of the Governing Documents; unless such approval is conditioned (1) upon execution and continuous, timely fulfillment of a written payment agreement or written agreement to cure such violation, acceptable to Association; and (2) joinder by the Tenants indicating that Tenants may be subject to eviction, if any breach of the agreement is not cured upon five (5) days' notice;

F. if any Tenant thereunder, whether or not directly named in the Lease, has been convicted or has entered a nolo contendere plea to any sexual offense, murder, kidnapping, violent crime involving a weapon; or other crime which Association has designated in its Rules;

G. if the Tenant, the Lease or any of the Lease provisions fail to satisfy written lease approval criteria adopted by the Board in the Rules (such criteria may include restrictions related to source of funds from which rent or other consideration will be paid to the Owner/landlord, industry-accepted measures of credit worthiness; the Tenant's household income; and other criteria regularly employed by prudent landlords);

H. if the number of Tenants, whether or not named in the Lease, will exceed that permitted by the Local Code for the Home;

I. if Association adopts a Rule so providing, unless conditioned upon the Owner depositing with Association up to the greater of One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, to be held in escrow by Association as a fund to repay Association for any damage to the Common Properties or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of Association), providing however that such deposit is not deemed a security deposit under chapter 83, part II, Florida Statutes, but, regardless of source, is deemed to be held for the purpose described herein and solely for the benefit of the Owner.

13.06. Default. In addition to other breaches of the Governing Documents which result in default, the Owner and Tenant will be in default of the Governing Documents if occupancy occurs prior to or in the absence of Association approval as provided herein. Default will also occur if, even after initial approval and occupancy, the Lease or Tenant fails or ceases to meet the criteria defined in Section 13.05 above. In the event of default by Owner or Tenant, Association may notice and seek the eviction of the Tenant utilizing the provisions of chapter 83, part II, Florida Statutes. Should Association itself effect the cure or partial cure of a violation or repair damage caused by Tenant, Owner and Tenant will be jointly and severally liable to Association for any sums incurred by Association to effect such cure or repairs or to pay any claim for injury or damage to property caused by Tenant's intentional or negligent actions or omissions. In the event of any default which results in damages to Association, whether inflicted, incurred from Association exercising its right to cure violations, deriving from damages claimed or established against Association by third parties or otherwise, Owner and Tenant will be jointly and severally liable to Association for any such damages. Such damages, including Association's attorney's fees and enforcement costs shall be deemed, and collectible in the same manner as, Assessments.

13.07. Non-authorized Leases. The provisions of Section 3 through Section 5 above also apply to Leases which have not been approved by Association and Tenants thereunder. Association is not deemed to

have waived its right to seek the eviction of any Tenant simply because Association has elected to demand rents, the cure of any violations, or the vacating of a Lot (or any combination thereof).

13.08. Other Arrangements. In addition to the restrictions above, no Lot may be used or offered for use as temporary or transient lodging, bed-and-breakfast type lodging, motel- or hotel-style lodging, hostels, lodging in connection with Airbnb or similar services or arrangements, seasonal rental, vacation rental, time-share, or any lodging or use arrangement similar to the forgoing.

13.09. 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). 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 Association, and that the principals of the Corporation or entity guarantee the corporation or entity's performance of the provisions of 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 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 Association's governing documents and provide 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 Association. Any transaction in violation of this requirement to provide a personal guarantee of a natural person shall be void.

13.10. Two-year rental restriction. Section 13.05(d) is effective as to Lots which were not subject to a bona fide, Association-approved written lease on the date of recording of this Section 13.03 in the Public Records of Palm Beach County, Florida ("Recordation Date"). This Section 13.03 is effective as to all other Lots on the date on which is two years after the Recordation Date ("Two-Year Date"), but no lease or renewal lease shall be approved where such lease provides for possession or occupancy any time after the Two-Year Date, unless the Board of Directors, in its sole discretion, determines that a bona fide hardship exists. If the Board makes such a determination, then the Board, prior to the Two-Year Date, may approve the occupancy, under a written lease, which would otherwise be approved, for a period not extending beyond twelve (12) months after the Two-Year Date. This Section 13.30 shall apply whether such lease, rental, or other permission to occupy a Lot is written or oral, or for any or no consideration, but shall not apply to the occupancy:

- A. by an Owner's minor children;
- B. by an Owner's incapacitated adult children, parents, grandparents, or great-grandparents where such incapacitated adult children, parents, grandparents, or great-grandparents occupy the Lot in order for the Owner's family to provide for their physical needs;
- C. by an occupant occupying the Lot for no more than thirty (30) consecutive calendar days, and no more than thirty (30) cumulative days in each calendar year;
- D. by any tenant under a bona fide, Association-approved written lease, where such lease otherwise was approved by Association prior to the Two-Year Date.

Amendment 4 to the Declaration:

The opening paragraph of Section 9.01 of the Declaration is amended in its entirety to read as follows:

9.01. Maintenance Obligations of Owners. Except for Association's duties listed in Section 5.02 of this Declaration, each Owner, at the Owner's sole cost and expense, shall maintain, repair, replace and restore, as necessary to maintain in a neat, sanitary and attractive condition, the Lot; and certain Additional Property located (i) between the rear or side Lot line and any adjacent lake or canal; (ii) between the rear or side Lot line and any Common Properties or Master Common Areas (as defined in the Master Covenants) through to and including the interior side of the rear or side hedge; (iii) any property between the front or side Lot line and any adjacent street or road [(i), (ii), and (iii) collectively referred to as the "Additional Property"), including all Improvements located on the Lot and Improvements on said Additional Property as may be subject to the Owner's control.

[The text of paragraphs 9.01.A, 9.01.B, and 9.01.C. remain unchanged.]

New paragraph 5.02.L is added to Section 5.02 as follows:

L. Association, following the effective date of the amendment adopting this paragraph 5.02.L, will have the authority, in its sole discretion, to replace all mailboxes and/or mailbox support poles within Property at one time ("Association Mailbox Replacement"). Association may conduct an Association Mailbox Replacement from time to time, in its sole discretion. The costs any such replacement will be a Common Expense. Nothing in this Paragraph 5.02.L reduces each Owner's obligations under Section 9.01. Association is not liable to any Owner for any Owner's costs of carrying out the Owner's obligations under Section 9.01 regardless of the proximity in time between an Association caused mailbox or mailbox support pole replacement and the Owner's actions under Section 9.01. No other mailboxes are permitted within the Property.