



**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR  
SHAKERWOOD ASSOCIATION, INC.**

This CERTIFICATE OF AMENDMENT TO THE DECLARATION OF EASEMENTS,  
COVENANTS AND RESTRICTIONS FOR SHAKERWOOD ASSOCIATION, INC is made this  
17<sup>th</sup> day of JUNE, 2009 by THE SHAKERWOOD ASSOCIATION, INC ("Association")

**W I T N E S S E T H :**

WHEREAS, the Declaration of Easements, Covenants and Restrictions for SHAKERWOOD ASSOCIATION, INC, (hereinafter "Declaration") was recorded commencing at Official Records Book 3185, Page 0687 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described

WHEREAS, Article XIV of the Declaration provides that the Declaration may be amended by approval of Owners holding not less than three-fourths (3/4) of the voting interests of the membership

NOW, THEREFORE, the President of the Association hereby certifies that

1 The Amendments to the Declaration, attached as "Exhibit A", have been properly and duly approved by Owners holding not less than three-fourths (3/4) of the voting interests of the membership. The written approvals of the Owners were cast at a duly called membership meeting and are on file with the permanent Corporate Records of the Association. Further, the Amendments to the Declaration attached hereto as Exhibit "A" have been properly and duly approved by a majority of the entire membership of the Board of Directors

2 The Association has properly approved and adopted the Amendments attached hereto as Exhibit "A". The approval and adoption of the Amendments attached hereto as Exhibit "A" appears in the minutes of the Association, and said approval and adoption is unrevoked

3 The Amendments attached hereto as Exhibit "A" shall run with the real property subject to the Declaration and shall be binding on all parties having any right, title or interest in the real property subject to the Declaration their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 17<sup>th</sup> day of

JUNE, 2009

Witnesses (as to both)

Ami Kirschenhofer  
Signature

Ami Kirschenhofer  
Print Name

CHUCK FORBES  
Signature  
CHUCK FORBES  
Print Name

SHAKERWOOD ASSOCIATION, INC

By [Signature]  
Signature of Association President

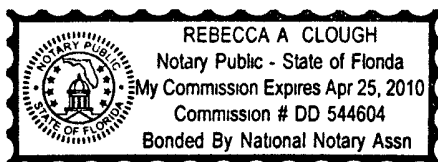
Sonia Scinski  
Printed name of Association President

FILE NUM 20090203828 OF BOOK PAGE 23290/0006 DATE 06/17/2009 13:35 OF PGS 0006 - 13 (Bpgs)  
Sharon P. Beck, Clerk & Comptroller

STATE OF FLORIDA \_\_\_\_\_ )

COUNTY OF PALM BEACH \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of JUNE, ~~2008~~ <sup>2009</sup>, by SONIA SCINSKY as President of SHAKERWOOD ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation, who is personally known to me or produced \_\_\_\_\_ as identification



Rebecca A. Clough  
NOTARY PUBLIC, State of FLORIDA

## EXHIBIT "A"

### AMENDMENTS TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR SHAKERWOOD AT WELLINGTON

1. The first sentence of Article IV.A and the first paragraph of Article V of the Declaration shall be amended to read as follows:

"A Purchaser's Title and Property Rights Each purchaser of a Lot shall receive fee simple title It shall be the duty of the Owner to properly maintain the Dwelling Unit, including, without limitation, all windows, glass sliding doors, doors, paint and with respect to the roof, only that portion of the roof below the roof sheathing, including roof trusses "

#### Article V

#### Maintenance and Repair Obligations

In addition to its future responsibilities as owner of the Common Area, the Property Owners Association shall have the responsibility and obligation of maintaining, repairing and replacing (1) the Common Area real and personal property, (2) the exterior finish on the Dwelling Units, (3) the fences on the Lots, ~~and~~ (4) the landscaping of all Lots according to the Project's original landscaping plan, but excluding therefrom any landscaping not provided for in the Project's Master Landscape Plan , and (5) the roofs of the Dwelling Units from the roof sheathing outward "

2. The following shall be added to the end of Article IV.A of the Declaration and shall read as follows:

"Should any Owner fail to properly discharge his or her responsibility for the maintenance, repair and replacement, including casualty reconstruction and repair, as provided for in this Declaration, and in the judgment of the Board of Directors, same shall result in a condition of unsightliness or is unsafe or impairs the ability of the Association to maintain required insurance coverage and/or to discharge its maintenance, repair and replacement, including casualty reconstruction and repair obligations under this Declaration, the following shall apply The Board may (but shall not be required to) provide notice of such condition(s) to the Owner, demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent In the event that the Owner does not rectify the condition(s) at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry into the Dwelling Unit), whereupon the cost of this work shall be an assessment against the individual Lot and its Owner Notwithstanding the thirty (30) day timeframe mentioned above, the timeframe may be shortened or eliminated if the Board determines that an emergency exists to effect correction "

3. The last paragraph of Article V of the Declaration shall be amended to read as follows:

"Notwithstanding the duty of the Association to maintain and repair portions of the Common Area and Dwelling Units, it shall not be liable to Dwelling Unit Owners for injury or damage, other than the cost of maintenance and repair for which the Association is obligated under this Declaration, caused by any latent condition of the property to be repaired and maintained by the Association or caused by the elements or other Dwelling Unit Owners or persons "

4. Article IV.C.7, Article IV.C.8, Article VII.A and Article VII.B of the Declaration shall be amended to read as follows:

[Article IV C]

"7 Replacement of Similar Structure In the event any Dwelling Unit is destroyed or removed by or for any cause, such unit shall be replaced with a Dwelling Unit of the same size and type, substantially in accord with the original plans and specifications of the Dwelling Unit being replaced, unless written authorization to the contrary has been obtained from the Board of Directors of the Association

8 Repair of Dwelling Units All repairs of a Dwelling Unit will be made substantially in accordance with the original plans and specifications of the Dwelling Unit, unless written authorization to the contrary has been obtained from the Board of Directors of the Association

[Article VII A and B]

## ARTICLE VII

### INSURANCE PROVISIONS

- A Insurance of Common Area The Association Board of Directors shall obtain public liability and fire and extended coverage insurance covering all insurable property owned by the Association insuring it and the Owners as its and their interests appear The amount of public liability insurance coverage shall be determined by the Association Board of Directors on an annual basis, but in no event shall the amount of coverage be less than \$1,000,000 Such insurance shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association, or other Owners Fire and extended coverage shall be for no less than 100% of the replacement value of insurable property owned by the Association, less any applicable deductible determine by the Board of Directors of the Association Premiums for the payment of such insurance shall be paid by the Board of Directors, the cost thereof being equally apportioned among and assessed against all Lots as part of the annual assessment or by way of a special assessment

- B Insurance of Lots and Dwelling Units

1 Purchase of Insurance The Association Board of Directors shall obtain fire and extended coverage and (excluding vandalism and malicious mischief insurance), covering only those portions of each Dwelling Unit and Lot referenced below and all property therein conveyed by the Developer at the time of its sale of a Lot, insuring each Owner and his/her mortgagee, as their interests may appear, in a good and responsible insurance company authorized to do business in the State of Florida in an amount equal to the then current maximum insurable replacement value, excluding foundation and excavation costs The Board shall be permitted to purchase the insurance policies with reasonable deductibles Premiums may be financed in such manner as the Board of Directors deems appropriate

The insuring responsibility of the Association shall be limited to the entirety of the Dwelling Unit except for the following exclusions Wall, floor and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, the entirety of the air conditioning and heating system, windows, doors, including sliding glass doors, fencing, courtyard, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacement of the foregoing of like kind and quality and substantially in accordance with the original plans and specifications The foregoing portions of the Dwelling Units less these excluded Dwelling Unit components is hereinafter referred to as the "Insured Property"

In negotiating the terms of the master casualty insurance policy, the Board of Directors will endeavor to obtain deletions or substantial modification of "no other insurance", "prorata" or "contribution", and "control" clauses

The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and shall be equally apportioned among and assessed against all Lots as part of the annual assessment or by way of a special assessment

2 Loss Payable Provisions and Use of Proceeds All casualty policies shall be for the benefit of the Association, all Owners and their mortgagees as their interests may appear The Association shall be the named insured and it shall not be necessary to name the Owners, however, a mortgagee endorsement shall be issued when applicable Such policies shall be held by the Association and will be available for inspection by Owners at reasonable times

Such policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association The Association shall be the agent for each Owner for the purpose of compromising and settling claims arising under such policies and is authorized to execute and deliver releases upon payment of claims Proceeds received by the Association on account of claims will be held by it in the manner and for the purpose stated below for the benefit of the Association, the Owners and their respective mortgagees

In the event of damage or destruction by fire or other casualty excluding theft and vandalism to any property covered by such insurance Insured Property, the Board of Directors shall, upon receipt of the insurance proceeds, contract to build or repair such damaged or destroyed property substantially in accordance with the plans and specifications of the original property If any material changes are contemplated, the approval of any Institutional Mortgagee having a mortgage on the property shall first be required

All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which are insured by a federal governmental agency, with the provision that such funds may be withdrawn only by signature of ~~at least 50% of the~~ two (2) members of the Board of Directors, ~~or by an agent duly authorized by the Board of Directors~~

The Board of Directors shall obtain competitive bids from at least two reputable contractors as and if required by the homeowners' association statute as amended from time to time, and then may ~~negotiate~~ enter into a contract with any such contractor, who may be required

to provide a full performance in payment bond for the repair or reconstruction of such property

In the event that insurance proceeds are insufficient or it is determined by the Board of Directors that proceeds will not be sufficient to pay all the costs of repair and/or rebuilding Insured Property in accordance with the standards set forth above, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost of reconstruction and repair by the Association are insufficient, the Board of Directors shall levy a special assessment or include same as part of the annual assessment against all Lots, equally upon which the damaged Dwelling Units are situation, in such proportion as the Board of Directors deem fair and equitable in light of the damage sustained by each Dwelling Unit, to make up any deficiency, or, against all Lots, equally, to make up the deficiency in the event of damage to the Common Area In addition to the foregoing, the Association may obtain financing to pay for such deficiency Such financing may be put into place even in advance of a casualty

In the event that such insurance proceeds exceed the cost of repair or reconstruction of the Insured Property for a Dwelling Unit, such excess shall be disbursed to the beneficial owners, remittance to Owners and their mortgagees being payable jointly to them, in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by the Dwelling Unit

Notwithstanding anything to the contrary stated herein, no Owner, or any party, shall have priority over any rights of an Institutional Mortgagee to a lot, in the case of a distribution to such Lot Owner of insurance proceeds for losses of Common Area property, or in the event of a distribution of condemnation awards incident to taking of Common Area property ”

**5. Article VII.C of the Declaration shall be amended to read as follows:**

“C Miscellaneous Insurance Each Owner shall be responsible for purchasing, and shall purchase at his or her own expense, liability insurance to cover accidents occurring on the property to which he has fee simple title, and for purchasing insurance upon those portions of his or her property not expressly covered herein Lot and Dwelling Unit which the Association does not insure or is excluded from the Association’s insuring obligation under this Declaration Each Owner shall provide the Association with a certificate of insurance for the portions of the Lot and Dwelling Unit to be insured by the Owner under this Declaration, the property and casualty insurance policies shall name the Association as a certificate holder and additional insured Such certificate shall be provided by the Owner to the Association from time to time as insurance is placed or changes or is renewed

Fidelity bonds, in an amount deemed appropriate by the Board of Directors shall be obtained for each person handling funds for the Association ”

**6. Article VIII.H of the Declaration shall be amended to read as follows:**

“H Amendments An Amendment (or amendments) to this Declaration may be proposed

by the Association Board acting upon a vote of the majority of the Directors then serving,

or by a majority of the Members of the Association, whether meeting as Members or by instrument in writing signed by them. The proposed amendment(s) shall be transmitted to the President, or other officer in his absence, who shall thereupon call a Special Meeting of the Members of the Property Owners Association for a date not sooner than ten (10) days nor later than sixty (60) days from his or her receipt of the proposed amendment. The Secretary shall give each Member written notice of the ~~Special~~ Meeting, stating the date, time and place thereof, and enclosing a copy of the proposed amendment(s). The notice shall be mailed not less than ~~three (3)~~ fourteen (14) nor more than ~~thirty (30)~~ days before the date set for the Special Meeting. If mailed, the notice shall be deemed to have been properly given when deposited in the United States mail addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid. If the Annual Meeting is to be held within sixty (60) days of proposal of the amendment(s), then the amendment or amendments shall be considered at the Annual Meeting.

Any Member may give a signed waiver of notice to be filed in the records of the Association, which shall be valid whether delivered before or after the holding of the meeting. Subject to the provisions of Article IV G of this Declaration, the proposed amendment(s) must be approved by an affirmative vote of not less than ~~three-quarters (3/4)~~ a majority of the voting interests of all Members in order for it to become effective. Each Lot shall be entitled to one vote by its Owner ~~and in addition, the Developer shall have a number of votes equal to the number of Lots permitted on the Plat the Developer still owns.~~

~~After approval, the amendment(s) shall be transcribed and certified by the President and Secretary as having been duly adopted, and the original or an executed by any officer of the Association and copy of such certified amendment(s) shall be recorded in the Public Records of Palm Beach County, Florida, and shall be effective upon recording within ten (10) days from the date on which they became effective. The amendment(s) shall specifically refer to the recording data identifying this Declaration. Thereafter, a copy of the amendment(s) in the form in which they were placed of record by the Officers shall be delivered or sent by regular mail to all of the Members of the Association but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment(s). At any meeting held to consider such amendment(s), the written vote or votes of any Member of the Association shall be recognized if the Member is not in attendance at the meeting provided that the Member is represented thereat by proxy, and further provided such written vote or votes are delivered to the Secretary at or prior to such meeting. However, no amendment shall reduce the maintenance provisions of this instrument below that required by governmental ordinance or regulation.~~

~~The Developer may unilaterally amend this Declaration at any time for the purpose of adding or removing lands pursuant to Article II, or for any other purpose provided that no substantial right of any Owner is thereby impaired.~~

~~As long as the Developer holds title to any Dwelling Unit, neither this Declaration nor any of the Project Documents shall be amended unless the Developer shall consent in writing to the amendment, which consent may be withheld by the Developer for any reason.~~

Any amendment to this Declaration which would negatively affect the lien, security or value of security of any Institutional Mortgagee, or the salability of a first mortgage on the secondary market, shall require the joinder and consent of the Institutional Mortgagee ”