

This instrument prepared by and upon recordation return to:
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**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF RESTRICTIVE COVENANTS FOR
ROYAL FOREST HOME OWNERS' ASSOCIATION, INC.**

THIS AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS FOR ROYAL FOREST HOME OWNERS' ASSOCIATION, INC. ("**Amendment**") is made by Royal Forest Home Owners Association, Inc., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declaration of Restrictive Covenants for Royal Forest Home Owners' Association, Inc., including all pages thereof and exhibits thereto, was recorded at Book 4436, Page 923, et seq., of the Public Records of Palm Beach County, Florida.

B. The Amendment language contained herein was approved of by a sufficient number of the Members at the Special Meeting of the Membership held on December 16, 2025.

C. The Association now desires to amend the terms of the Declaration as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of Royal Forest Home Owners' Association, Inc., is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.

2. **Conflicts.** In the event that there is a conflict between this Amendment and the Declaration this Amendment shall control. Whenever possible, this Amendment and the Declaration shall each, respectively, be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s) to the Declaration or in the event of a conflict between this Amendment and any other governing documents, this Amendment shall control.

3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. **Covenant.** This Amendment shall be a covenant running with the land.

EXHIBIT "A"

NOTE: (underlined words are to be added, ~~strike through~~ words are to be removed).

DECLARATION OF RESTRICTIVE COVENANTS

AMENDMENT #1:

ARTICLE XIII
ESTABLISHMENT AND ENFORCEMENT OF LIENS

1- All assessments for Association Expenses, including special assessments for same, and all installments thereof, (collectively, the "assessments") with interest thereon, a late fee not to exceed the greater of either \$25 or 5% of the amount of the assessment, and cost of collections, including reasonable attorney's fees at trial level, appellate level, or otherwise, are hereby declared to be a charge and a continuing lien upon the Dwelling Unit against which such assessments are made. Each assessment against a Dwelling Unit, together with interest thereon at the highest rate allowed by law, late fees, and costs of collection thereof, including attorney's fees and costs, shall be the personal obligation of the person, persons or entity owning the Unit assessed. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Palm Beach County, Florida, 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 the sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien. When an institutional mortgagee obtains title to a Unit as a result of a foreclosure of its mortgage or deed (or assignment) is given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall be jointly and severally liable with the former Owner to the fullest extent permitted under Florida Statute 720, as it may be amended or renumbered from time to time, for Assessments or any other monetary obligations encumbering the Unit or chargeable to the former Owner of the Unit which became due prior to such sale or transfer. However, any such portion of unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Unit 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. ~~shall not be liable for the share of assessments pertaining to such Unit or chargeable to the former Owner which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a Claim of Lien for assessments and recorded prior to the recordation of a mortgage. Such unpaid share of assessments for which a Claim of Lien has not been recorded prior to the recording of the foreclosed mortgage or deed given in lieu of foreclosure shall be deemed to be assessments collectable from all other Units, as necessity may arise in the direction of the Board.~~

2. In the event any Owner shall fail to pay assessments or any installment thereof charged to his Unit within fifteen (15) days after the same became due to the Association, through its Board shall have all of the following remedies to the extent permitted by law.

D. To file an action at law to collect said assessments, plus late fees, interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

AMENDMENT #2:

ARTICLE XIV
ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be sought by the Developer, the Association, or any individual and should the party seeking enforcement be the prevailing party then the person against whom the enforcement has been sought shall pay all costs and reasonable attorneys fees at all trial and appellate levels to the prevailing party.

In addition to all other remedies, and in the sole discretion of the Board of Directors of the Association, fines and/or suspensions may be imposed against an Owner for failure of an Owner, his family, lessees, guests, invitees or agents to comply with the provisions of this Declaration, the Bylaws, Articles of Incorporation, Rules and Regulations and any other governing documents of the Association provided the following procedures are followed:

1. The amount of any fine shall not exceed \$100.00 per violation, or such other amount as is permitted by Florida Statute 720.305, as it may be amended from time to time, whichever is higher. For any violation of this Declaration, the Bylaws, the Articles, the Rules and Regulations or any of the Association's other governing documents that is of a continuing nature the fine shall not exceed \$100.00 per day up to a maximum of either \$1,000.00 or the highest amount allowed by Florida Statute 720.305, as it may be amended from time to time, whichever is greater. Any fine levied against an Owner shall be treated the same as an assessment, may be the basis of a lien against the Owner's Lot and shall be collectable, lienable and foreclosable to the same extent as an unpaid assessment under the Association's governing documents and Florida Statute 720, as it may be amended from time to time. The fines and suspensions provided for herein shall not be construed to be an exclusive remedy of the Association and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

2. Prior to the Board of Directors levying a fine or suspension against an Owner, tenant, guest or invitee for a violation of this Declaration, the Bylaws, the Articles, the Rules and Regulations or any of the other governing documents the Association may, but shall not be obligated to, provide the Owner, tenant, guest or invitee with a written warning notice and an opportunity to cure for those violations that are of a continuing nature.

3. Any fine or suspension shall first be levied by the Board of Directors and once a fine or suspension is levied by the Board of Directors, but before imposed against the Owner,

tenant, guest or invitee, the Association shall send to the Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing to be held within ninety (90) days of the notice being provided before a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by a majority vote, does not approve of a proposed fine or suspension, it may not be imposed against the Owner, tenant, guest or invitee. The role of the committee is limited to only determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If a fine or suspension is confirmed by the committee, then the Association must provide written notice of the fine or suspension by mail or hand delivery to the Owner, tenant, guest or invitee within seven (7) days after the hearing before it may be imposed and once so imposed, a fine is due and payable thirty (30) days after delivery of the written notice of the hearing results. The foregoing notice and committee hearing requirements shall not be deemed to apply to those suspensions for which Florida Statute 720.305, as it may be amended from time to time, does not require such.

AMENDMENT #3:

ARTICLE XVII
SALES, OTHER CONVEYANCES, AND LEASING AND OCCUPANCY

In order to assure a community of congenial residents and thus protect the value of the Dwelling Units within the Royal Forest Community, the sale, conveyance ~~or~~ lease or occupancy of a Dwelling Unit shall be subject to the following provisions:

1. Approval for Sale and Conveyances of Dwelling Units.

B. Application for Approval. The approval of the Association that is required for the sale or conveyance of a Dwelling Unit shall be obtained in the following matter:

- i. An Owner, intending to sell, transfer, donate, or otherwise convey title to a Dwelling Unit shall submit a properly completed application to the Association, including the names and address of the intended purchaser(s), transferee(s), grantee(s), and all occupants (hereinafter "Transferee(s)"), and such other information concerning the intended Transferee(s) as the Association may reasonably require. The Association ~~may~~ shall perform credit and criminal background checks on all intended occupants (18 years or older). The Board of Directors may set criteria for approval from time to time, and may require such information from the Transferee(s) as may be required to apply such criteria, including credit and criminal record criteria. The Association may charge a reasonable application fee as determined by the Board from time to time and may require the intended Transferee(s) to participate in a personal interview. Any transfer, except transfers between spouses, of legal and/or beneficial ownership of a Dwelling Unit, whether such transfer is to family members; shareholders, members, managers or officers of any entity; trustees; or devised or inherited; shall be subject to the provisions of this Article, regardless of whether any consideration, benefit, fee, service, gratuity or emolument.

G. Notwithstanding any other provisions in this Declaration to the contrary and except for the Association, or any mortgagee acquiring a Dwelling Unit by foreclosure or deed in lieu of foreclosure, no more than two (2) Dwelling Units may be owned by the same Owner regardless of whether owned by that Owner in an individual capacity, co-owned with another individual or individual(s) or entities, or owned in the name of a corporate entity, limited liability company, partnership or trust in which they have an interest, or any combination thereof. For purposes of this paragraph, any Dwelling Unit owned in the name of a corporate entity, limited liability company, partnership or trust shall be deemed to be owned by any individual having any interest in such corporate entity, limited liability company, partnership or trust as an owner, officer, director, member, partner, trustee, beneficiary or otherwise. By way of example, if Jon Smith owns one (1) Dwelling Unit individually and is a member in ABC, LLC, a limited liability company that owns another one (1) Dwelling Unit, then neither Jon Smith nor any corporate entity, limited liability company, partnership or trust in which he has an interest, including ABC, LLC, would be permitted to acquire ownership of another Dwelling Unit. As a second example, if Jon Smith has an interest in ABC Trust and XYZ Trust, and those entities own one (1) Dwelling Unit each, neither Jon Smith, nor ABC Trust, nor XYZ Trust, nor any other corporate entity, limited liability company, partnership or trust in which Jon Smith, ABC Trust or XYZ Trust has an interest would be permitted to acquire ownership of another Dwelling Unit.

Owners already owning two (2) or more Dwelling Units prior to the recordation of the amendment adding the foregoing limitations on ownership, regardless of whether owned by those Owners in an individual capacity, co-owned with another individual or individual(s) or entities, or owned in the name of a corporate entity, limited liability company, partnership or trust in which they have an interest, or any combination thereof, shall not be permitted to acquire ownership of any additional Dwelling Units unless and until such time as their ownership status falls to either one (1) Dwelling Unit or zero (0) Dwelling Units, at which time they shall be able to acquire an additional Dwelling Unit or Dwelling Units, up to a point where they have a maximum of two (2) Dwelling Units owned in total, and in which case those subsequently acquired Units, and their respective Owners, shall then be subject to all applicable limitations and to all restrictions on leasing as contained herein.

Additionally, any transfer of title of a Dwelling Unit occurring after the recording of the amendment adding this language may only be to a natural person(s) or to a trust established for estate planning purposes and not to any corporate entity, limited liability company, partnership or other type of trust, except that this restriction shall not apply to transfers of title of a Dwelling Unit to an Institutional Mortgagee or to the Association.

2. Requirement of Approval for Occupancy. No individual, relative or non-relative, over the age of eighteen (18) years of age may reside in a Dwelling Unit with an Owner(s) who was not listed as an occupant during the purchase process without first obtaining written approval of the Association. The Association may require that a substantially uniform form of Occupancy addendum be used, as approved by the Board from time to time. The Approval of the Association that is required for the occupancy of a non-Owner of a Dwelling Unit shall be obtained in the following manner;

A. An Owner intending to have an individual, relative or non-relative, over the age of eighteen (18) years old reside in the Dwelling Unit shall submit a properly completed application to the Association, including, but not limited to, information concerning the intended occupant(s), as the Association may reasonably require, which criteria may be established and

amended from time to time by the Board, at their discretion. The Association may perform credit and criminal background checks on any intended occupant over the age of eighteen (18) years old. The Association may charge a reasonable application fee as determined by the Board and may require the occupant(s) to participate in a personal interview. "Occupant" shall be defined as regular occupancy of a Dwelling Unit by any person or persons residing with the Owner regardless of whether the Owner receives any consideration or benefit, including but not limited to a fee, service, gratuity, or emolument, or occupancy of a Dwelling Unit for more than thirty (30) days.

B. Within thirty (30) days after receipt of the application, information required by the Association and a personal interview, if so required, the Association shall either approve or disapprove the proposed occupant(s). If approved, the approval shall be stated in a certificate executed by a Board member or authorized agent of the Association. If a written determination regarding a prospective occupant(s) is not provided to an Owner within thirty (30) days of the Association's receipt of all required documentation, information and fees then the applicable occupant(s) shall be automatically deemed approved.

C. If the Association disapproves an occupant(s) for cause, the Association shall notify the Owner(s) in writing of the disapproval, and the occupant(s) shall not reside in the Dwelling Unit. The Association may deny approval where the occupant(s) fails to comply with requirements of this Article or with the criteria set forth by the Board, including credit, minimum income, and criminal background criteria.

D. The foregoing requirements for occupancy approval shall apply prospectively to all occupant(s) intending to reside in a Dwelling Unit after the recordation of this amendment adding this section and shall not operate to require any pre-existing occupant(s) who are residing in a Dwelling Unit prior to the recordation of this Amendment adding this section to divest their occupancy. However, any occupant(s) intending to reside in a Dwelling Unit after the recording date of this amendment adding this section, the foregoing requirements and restrictions regarding occupancy shall fully apply and any proposed occupant(s) must be approved by the Association.

E. No occupant(s) shall (a) be permitted to move into any Dwelling Unit nor (b) have any right of access to any Association amenities until and unless the occupancy has been approved in writing by the Association.

F. The Owner shall be fined \$100 per day for each day that an occupant(s) is occupying any Dwelling Unit within the Association prior to having obtained written Association approval. Each day of violation shall be considered a continuing violation, the total fine for which in the aggregate shall not exceed the amount regulated by Florida Statute, if any. Prior to imposing a fine, all requirements for fining pursuant to Florida Statutes will be met, if any. Said fine shall be deemed, and collectable in the same manner as an assessment.

G. The requirement to satisfy the Association's occupancy criteria is a continuing one. After the occupancy commencement, should the Association become aware that a previously approved occupant(s) may not continue to meet the criteria in effect when the lease was approved, the Association may require the Owner(s) and occupant(s) to provide additional information and may conduct subsequent credit, civil or criminal background checks. Should

the Association then find that any occupant(s) fails to meet the criteria, the Association, in its sole discretion exercised by the Board, may deem the failure a material violation which is not curable, may terminate the occupancy immediately and may demand that all of the occupant(s) vacate, employing the methods contained in part II, Chapter 83, Florida Statutes.

H. The Association is hereby deemed the agent of the Owner for purposes of bringing any eviction proceeding deemed necessary by the Association because of an occupant(s) violation of Florida Statutes, the Declaration or Rules and Regulations, and may bring such proceeding under such agency or in its own capacity. The Association may recover its attorney's fees and costs against the Owner(s) and the occupant(s) jointly and severally regardless of whether or not litigation is commenced, which attorney's fees and costs shall also constitute and may be collected by the Association as an assessment against the Owner(s) and Owner's Dwelling Unit.

23. Approval for Leases of Dwelling Units. Dwelling Units shall not be leased without the prior written approval of the Association. The Association may require that a substantially uniform form of lease or lease addendum be used, as approved by the Board from time to time. The approval of the Association that is required for the lease of a Dwelling Unit shall be obtained in the following manner:

34. Additional Leasing Restrictions and Exceptions.

B. No Owner may lease the Owner's Dwelling Unit during the first twenty-four (24) month period of ownership measured from the date the Owner received title to the Dwelling Unit. Accordingly, no lease shall be approved during the first twenty-four (24) months of ownership, regardless of how title vested. After the first twenty-four (24) month period of ownership, an Owner may lease the Owner's Dwelling Unit subject to the Association's approval and screening process and the other requirements and limitations of the Declaration and Rules and Regulations. If a Dwelling Unit is leased, and the Owner seeks to sell or otherwise convey the Dwelling Unit the Owner shall, prior to closing and conveyance of the Dwelling Unit terminate the lease and remove the tenant(s). A purchaser may not purchase a Dwelling Unit subject to an existing lease, because purchasing a Dwelling Unit subject to an existing lease would violate the prohibition on leasing during the first twenty-four (24) months of ownership. Notwithstanding any other provisions in this Declaration to the contrary, upon written approval of the Association, an existing Owner who has owned his or her Unit for more than ten (10) years and has no open violations and is current on any monetary obligations owed to the Association, may purchase one (1) additional Unit and will not be subject to the foregoing twenty-four (24) month lease moratorium.

D. Any lease renewals must be submitted to the Association thirty (30) days prior to expiration of the then current approved lease period. Lease extensions or renewals are considered new leases and must be approved in writing as provided herein. Extended or new residency lease periods must be for at a minimum of twelve (12) months. Post-lease month-to-month tenancy is not permitted.

45. Common Area Security Deposit. The Association may require a uniform common area security deposit prior to the approval of any lease, the amount of which shall be set by the Board of Directors from time to time. This security deposit shall be paid by the Owner, but

regardless of source, shall be deemed to have been paid by the Owner, and said security deposit shall become an appurtenance to the Dwelling Unit surviving any transfer of ownership such that the Association may apply the deposit or any portion of it to the Dwelling Unit's ledger or pay it or any portion of it to the then current Owner at time of such credit. In no event shall the security deposit be paid or credited by the Association until an inspection of the common areas has occurred and it is determined that any damage to them is not the responsibility of the tenants associated with the Dwelling Unit, or the passage of thirty (30) days of continuous vacancy or continuous occupancy by only the Owner and the Owner's immediate family. The security deposit shall be held to secure payment for the damage to common areas caused by, or allowed to be caused by, tenants and occupants, and their invitees, guests, family members, but it shall not be the sole source or fund to which the Association may look for compensation. The security deposit shall not be used to offset any delinquency in the payment of assessments or other charges unless otherwise available to pay to an Owner or credit to the Dwelling Unit ledger.

56. No officer, shareholder, member, director, or employee of an Owner shall be deemed an "owner" and shall be subject to this Article XVII as if s/he bore no other relationship to the Owner than that of a prospective purchaser or tenant.