

Village of Saratoga Pointe

P.O. Box 32907

Palm Beach Gardens, FL 33420

(561) 691-1100

Fax: (561) 626-3040

Official Documents

#5 - Amendments

MAY-26-1988 04:02 PM 88-141632

008 5683 P 1347

AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
VILLAGE OF SARATOGA POINTE

THESE AMENDMENTS, made as of this 14th day of April, 1988, by VILLAGE OF SARATOGA POINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the "Association",

WITNESSETH:

WHEREAS, the Association is the entity responsible for the administration of the Declaration of Covenants and Restrictions for Village of Saratoga Pointe, hereinafter called the "Declaration", said Declaration being recorded in Official Records Book 5057, Page 8, of the Public Records of Palm Beach County, Florida; and,

WHEREAS, the Association is desirous of amending the abovesaid Declaration to more adequately fulfill the purposes of the Association and to clarify the Association's responsibilities and obligations in connection therewith; and,

WHEREAS, said Amendments do not in a material fashion impair or prejudice the rights or priorities of any lot owner in the Village of Saratoga Pointe, or any institutional mortgagee under the Declaration; and,

WHEREAS, in excess of fifty-one percent (51%) of all lot owners within the Village of Saratoga Pointe have consented to said Amendments as evidenced by their signatures on the Consent attached hereto and made a part hereof; and,

WHEREAS, First Federal Savings Association of the Palm Beaches, the institutional mortgagee with the highest aggregate mortgage indebtedness on the lots within the Village of Saratoga Pointe, has consented to said Amendments as evidenced by its Consent attached hereto and made a part hereof.

THIS INSTRUMENT PREPARED BY:

Ronald Y. Schram, Esquire
1803 Australian Avenue, South
West Palm Beach, FL 33409
Phone: (407) 689-5100

NOW, THEREFORE, the Association declares that the said Declaration be and is hereby amended as follows:

(additions indicated by underlining;
deletions indicated by "-----")

ARTICLE IV

USE OF PROPERTY

9. The Developer shall install a sprinkler system on each lot, however, and irrigation water service shall be at the expense of each lot owner the Association. All owners shall provide ~~reasonable and sufficient water service to the lawn and landscaped areas in order to maintain the appearance of the development.~~ No wells shall be drilled on any lot for irrigation or any other purpose.

ARTICLE V

EASEMENTS

3. The Developer hereby grants to each owner a two (2) foot sideyard easement over that portion of an adjacent lot on which a lot perimeter wall and party fence (hereinafter defined) have been located. Said sideyard easement is granted for the sole purpose of maintaining the exterior of such lot perimeter wall and party fence adjoining the easement area. The easement area shall be used exclusively by the owner of the lot adjoining the easement area, or by the Association, its successors or assigns. The easement area shall not be used in any manner by the owner of the lot holding fee simple title to the easement area except as required for the maintenance of the lot perimeter wall as set forth in Article VI.

ARTICLE VI

MAINTENANCE OF EXTERIOR OF THE SINGLE FAMILY HOME

1. Each owner shall maintain the exterior of his single family home, including the walls, ~~including~~ including the lot perimeter wall as specified herein) and fences, roof, fascia, soffit and garage door in good condition and repair, and in like condition, appearance, and quality as originally constructed. ~~The Association shall maintain the roof, fascia and soffit of each single family home in good condition and repair.~~

All costs reasonably related to the Association's maintenance of the roof, fascia, and soffit shall be borne by the Association as a common expense. Provided, however, that notwithstanding the foregoing, the Association shall be responsible for the normal and routine painting of the exterior walls of each single family home, including lot perimeter walls, and the party walls and fences within the Village of Saratoga Pointe. Said painting shall be done on a regular basis as determined from time to time by the Board. All costs reasonably related to said painting by the Association shall be borne by the Association as a common expense.

2. Each owner shall maintain his own lawn, landscaping, and the sprinkler system located in the enclosed rear yard of each lot, which shall include all portions of the lot behind and including the vertical plane of the gated wall or fence between a single family home and an adjacent lot perimeter wall. The Association shall maintain the lawn, landscaping, and the sprinkler system located in the front yard (street side) of each lot, the common areas, and the drainage and utility easements.

3. Maintenance of the lot perimeter wall shall be the obligation of the owner of the lot adjacent to upon which the lot perimeter wall is situated. Each lot owner shall have the right to enter the adjacent lot or Common Property, after notice to the adjacent lot owner or the Association, in order to maintain, repair, and restore his lot perimeter wall. The adjacent lot owner shall have an easement over that portion of the adjacent lot on which a lot perimeter wall has been located, as specified herein, in order to maintain and to make superficial repairs to said lot perimeter wall. However, in no event, shall any person make any structural changes in the walls, including, but not limited to, change of paint color, without the express written approval of the Architectural Control Committee. Structural repairs to the lot perimeter wall shall be performed solely by the Association or its assigns. In the event the Board of Directors of the Association shall determine that the lot perimeter wall has been damaged by the adjacent lot owner, that owner shall be responsible for repair-

ing such damage in a timely manner and in accordance with the standards established by the Board. In the event such repair is not so accomplished by said adjacent lot owner within thirty (30) days, unless extended by the Board, the Association or its designated committee shall have the right at reasonable times to enter the adjacent lot to effect such repair, and the cost thereof shall be charged to the adjacent lot owner, and, if not paid in a timely manner, shall become an individual assessment upon such adjacent lot.

5. Nothing in this Declaration shall be interpreted as requiring the Association to be an insurer of any single family home. Casualty losses resulting in the need for repairs to any single family home shall be the homeowner's responsibility and shall not be the responsibility of the Association.

ARTICLE VII

MAINTENANCE OF COMMON AREAS

The Association shall maintain the common areas and drainage and utility easements as are shown on the site plan for Village of Saratoga Pointe, which shall include, but not be limited to, all grounds, landscaped areas, and identification signage. The cost to the Association of maintaining the common areas and drainage and utility easements shall be assessed equally among the lot owners, as part of the Association expenses pursuant to the provisions of this Declaration. The determination of any expenses shall not lie solely within a lot owner's discretion, but shall rest on the determination of the Board of Directors of the Association.

ARTICLE IX

ASSOCIATION EXPENSES, METHOD OF DETERMINING

ASSESSMENTS, AND MAINTENANCE OF EXTERIOR AREAS

2. G. Maintenance, repair and replacement. Except for the cost of irrigation water service to individual lots, all expenses necessary to maintain the lawns, landscaping and sprinkler systems located in the front yard of each lot, the common areas, the drainage and utility easements, and the public road rights-of-way abutting the common areas shall be

common expenses, including such expenses as grass cutting, trimming, fertilizing, and the like, in a manner consistent with the covenants and restrictions contained herein. In addition, all costs reasonably related to the Association's maintenance of the roof, fascia, and soffit of a single family home shall be common expenses, painting of the single family homes, walls, and fences shall be common expenses.

IN WITNESS WHEREOF, the Association has hereunto caused these presents to be executed in its name by its duly authorized officers and its corporate seal to be affixed, as of the date first above stated.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

VILLAGE OF SARATOGA POINTE
HOMEOWNERS ASSOCIATION, INC.

BY: *[Signature]*
President

ATTEST: *[Signature]*
Secretary

STATE OF FLORIDA

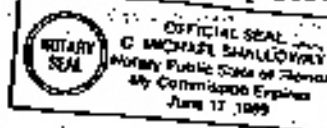
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT was acknowledged before me this 14th day of April, 1988, by Flouren Sanchez and Shepard Lester, the President and Secretary, respectively, of Village of Saratoga Pointe Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation.

[Signature] (SEAL)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires



CONSENT TO AMENDMENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR VILLAGE OF SARATOGA POINTE

THE UNDERSIGNED, constituting in excess of fifty-one percent (51%) of all lot owners of Village of Saratoga Pointe, do hereby consent to the attached Amendments to Declaration of Covenants and Restrictions for Village of Saratoga Pointe:

1. Ronald DeLeon LOT: 291
2. Richard Egan LOT: 102
3. Richard H. Hunsley, Barbara A. Hunsley LOT: 242
4. David DeLeon Mary Lou Helman LOT: 302
5. Johnnie Crapp Ronald M. Crapp LOT: 148
6. Jacky L. Hunsley LOT: 121
7. Robert H. Hunsley & Virginia Hunsley LOT: 165
8. Thomas Hunsley & Elizabeth Hunsley LOT: 226
9. John H. Hunsley LOT: 161
10. David L. Hunsley Janet J. Hunsley LOT: 199
11. Theresa Hunsley & F. Hunsley LOT: 145
12. David Hunsley LOT: 147
13. Robert Hunsley (Husband deceased) LOT: 240
14. David Hunsley LOT: 250
15. Robert Hunsley LOT: 249
16. Christina Oreglia LOT: 189
17. Long Salazar LOT: 250
18. John Hunsley LOT: 276
19. Ray Bruce Frank A. Bruce LOT: 254
20. Frank Hunsley Robert Hunsley LOT: 105
21. John Hunsley LOT: 119
22. John Hunsley John Hunsley LOT: 210
23. John Hunsley John Hunsley LOT: 244
24. John Hunsley LOT: 153
25. John Hunsley LOT: 154
26. John Hunsley John Hunsley LOT: 239
27. John Hunsley LOT: 247
28. John Hunsley John Hunsley LOT: 204
29. John Hunsley John Hunsley LOT: 246
30. John Hunsley John Hunsley LOT: 238

31.	Donnell Hughes	LOT: 157
32.	Johns Nader Jr	LOT: 138
33.	Brian Kaplan	LOT: 101
34.	A. Schram K. Schram	LOT: 103
35.	Esther S. JANET HOLT	LOT: 207
36.	Smith, Barbara H. & S. Paul	LOT: 188
37.	Robertson James Frederick	LOT: 192
38.	Beverly Brandon, Tamara Brandon	LOT: 127
39.	Alvin J. Mankos Thomas W. Mankos	LOT: 179
40.	James Kevin Gordon W. Mankos	LOT: 178
41.	Corey Stevenson David Stevenson	LOT: 130
42.	Mary Quinn James Quinn	LOT: 249
43.	James D. Mankos Stanley R. Mankos	LOT: 215
44.	Ray Mankos Mary Mankos	LOT: 209
45.	Mary Gt	LOT: X
46.	James Tibbitts Anna A. Tibbitts	LOT: 174
47.	Ray Maurice Stanley Mankos	LOT: 175
48.	Ray W. Mankos James W. Mankos	LOT: 172
49.	Ray W. Mankos Stanley Mankos	LOT: 171
50.	Ray W. Mankos Stanley Mankos	LOT: 208
51.	Ray W. Mankos Stanley Mankos	LOT: 272
52.	Ray W. Mankos Stanley Mankos	LOT: 214
53.	Ray W. Mankos Stanley Mankos	LOT: 205
54.	Ray W. Mankos Stanley Mankos	LOT: 217
55.	Ray W. Mankos Stanley Mankos	LOT: 220
56.	Ray W. Mankos Stanley Mankos	LOT: 204
57.	Ray W. Mankos Stanley Mankos	LOT: 112
58.	Ray W. Mankos Stanley Mankos	LOT: 112
59.	Ray W. Mankos Stanley Mankos	LOT: 107
60.	Ray W. Mankos Stanley Mankos	LOT: 115
61.	Ray W. Mankos Stanley Mankos	LOT: 156
62.	Ray W. Mankos Stanley Mankos	LOT: 116
63.	Ray W. Mankos Stanley Mankos	LOT: 104
64.		LOT:
65.		LOT:
66.	#2938 Esule Land - Mankos Run Sites	LOT:
67.	#2810 up for sale	LOT:

68.	Leah H. Brown, Stephanie Antonian	LOT: 206
69.	Julius Pecore	LOT: 274
70.	Joseph R. Buehler, L. C. O. Buehler	LOT: 162
71.	John Bern, John P. Buehler	LOT: 147
72.	Lawrence Palumbo, Frank Palumbo	LOT: 41
73.	William L. Kelly + Joseph P. Kelly	LOT: 206
74.	John H. Kelly, John H. Kelly	LOT: 151
75.	Edward C. T. Kelly	LOT: 201
76.	Joseph F. Kelly	LOT: 201
77.	Catherine M. Kelly	LOT: 201
78.	John Kelly, John Kelly	LOT: 111
79.	John Kelly, John Kelly	LOT: 163
80.	John Kelly, John Kelly	LOT: 168
81.	David (H. M.) Kelly, John Kelly	LOT: 166
82.	William H. Kelly, John Kelly	LOT: 166
83.	John S. Kelly, John Kelly	LOT: 156
84.	John Kelly, John Kelly	LOT: 155
85.	William D. Kelly, John Kelly	LOT: 216
86.	John Kelly, John Kelly	LOT: 725
87.	John Kelly, John Kelly	LOT: 224
88.	John Kelly, John Kelly	LOT: 223
89.	John Kelly, John Kelly	LOT: 200
90.	John Kelly, John Kelly	LOT: 136
91.	John Kelly, John Kelly	LOT: 133
92.	John Kelly, John Kelly	LOT: 128
93.	John Kelly, John Kelly	LOT: 139
94.	John Kelly, John Kelly	LOT: 209
95.	John Kelly, John Kelly	LOT: 149
96.	John Kelly, John Kelly	LOT: 197
97.	John Kelly, John Kelly	LOT: 245
98.		LOT:
99.		LOT:
100.		LOT:

101.	James E. & Elizabeth Baeta	Lot: 266
102.	Lola Green	Lot: 268
103.	Mary Antonieid G. Robin Antonieid	Lot: 278
104.	Theresa Antona Cyle Mgr. Antona	Lot: 263
105.	Edna M. Z...	Lot: 265
106.	Charles P. Hara	Lot: 256
107.	Bill Daryl 2550 Iroquois Cir.	Lot: 257
108.	James J. Mc Donnell James E. Mc Donnell	Lot: 169
109.	John W. Huppel - Robert Sanford	Lot: 152
110.	Edmond Bandy Adeline Bandy	Lot: 149
111.		Lot:
112.		Lot:
113.		Lot:
114.		Lot:
115.		Lot:
115.		Lot:
117.		Lot:
118.		Lot:
119.		Lot:
120.		Lot:
121.		Lot:
122.		Lot:
123.		Lot:
124.		Lot:
125.		Lot:
126.		Lot:
127.		Lot:
128.		Lot:
129.		Lot:
130.		Lot:
131.		Lot:

CONSENT TO AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
VILLAGE OF SARATOGA POINTE

FIRST FEDERAL SAVINGS ASSOCIATION OF THE PALM BEACHES, organized under the laws of the United States, being the institutional mortgagee with the highest aggregate mortgage indebtedness on the lots within the Village of Saratoga Pointe, as shown on the Plat thereof recorded in Plat Book 52, Pages 139-142, Public Records of Palm Beach County, Florida, does hereby consent to the attached Amendments to Declaration of Covenants and Restrictions for Village of Saratoga Pointe.

IN WITNESS WHEREOF, First Federal Savings Association of the Palm Beaches has hereunto caused these presents to be executed in its name by its duly authorized officers and its corporate seal to be affixed, on this 24th day of May, 1988.

Signed, sealed and delivered in the presence of:

Dianna C. Yates
Shirley R. Fokler

FIRST FEDERAL SAVINGS ASSN.
 OF THE PALM BEACHES

BY: Herbert E. Moore
 Vice President

ATTEST: Shirley E. Kasper
 Assistant Secretary

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

THE FOREGOING INSTRUMENT was acknowledged before me this 24th day of May, 1988, by Herbert E. Moore and Shirley E. Kasper, the Vice President and Assistant Secretary, respectively, of First Federal Savings Association of the Palm Beaches on behalf of said association.

Shirley R. Fokler (SEAL)
 NOTARY PUBLIC
 State of Florida at Large

My Commission Expires:

RECORDED
 PALM BEACH COUNTY, FLA
 JOHN D. DUNN
 CLERK CIRCUIT COURT

Notary Public, State of Florida
 My Commission Expires Dec. 17, 1993
 Amount Paid For This Service, \$0.00

SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
VILLAGE OF SARATOGA POINTE

THESE AMENDMENTS, made as of the 13th day of November, 1992, by VILLAGE OF SARATOGA POINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the "Association",

WITNESSETH,

WHEREAS, the Association is the entity responsible for the administration of the Declaration of Covenants and Restrictions for Village of Saratoga Pointe, hereinafter called the "Declaration", said Declaration being recorded in ORB 5057, Page 8, of the Public Records of Palm Beach County, Florida; and as amended in ORB 5083, Page 1347, of the Public Records of Palm Beach County, Florida; and,

WHEREAS, the Association is desirous of amending the abovesaid Declaration to more adequately fulfill the purposes of the Association and to clarify the Association's responsibilities and obligations in connection therewith; and,

WHEREAS, said Amendments do not in a material fashion impair or prejudice the rights or priorities of any lot owner in the Village of Saratoga Pointe, or any institutional mortgagee under the Declaration; and,

WHEREAS, in excess of fifty-one percent (51%) of all lot owners within the Village of Saratoga Pointe have consented to said Amendments as evidenced by their signatures on the consent attached hereto and made a part hereof and,

WHEREAS, First Federal Savings Association of the Palm Beaches, the institutional mortgagee with the highest aggregate mortgage indebtedness on the lots within the Village of Saratoga Pointe, has consented to said Amendments as evidenced by its consent attached hereto and made a part hereof.

NOW THEREFORE, the Association declares that the said Declaration be and is hereby amended as follows:

(additions indicated by underlining;
deletions indicated by "-----")

Refer to

SHEPARD LESSER, P.A.
900 NORTH DUNE HIGHWAY
WEST PALM BEACH, FL 33411-3079

ARTICLE IX

ASSOCIATION EXPENSES, METHOD OF DETERMINING
ASSESSMENTS, AND MAINTENANCE OF EXTERIOR AREAS

2.(N). a) Cable TV Service. The Board of the Association is empowered and authorized to enter into package or bulk contract or contracts for cable television service to all owners within the Association and to assess and collect for payment thereof in like manner as other expenses for operation and maintenance of the common areas.

b) The term of said contract shall not exceed five years.

c) If any owner is legally blind, and no sighted person occupies or resides in that owner's unit, that owner may notify the Board in writing of his election not to participate in the said contract.

d) In such case the said owner shall not be assessed such contract costs, and such costs shall be prorated equally among all participating owners.

For clarification purposes only, it is stated that all other portions of Article IX shall be retained intact.

IN WITNESS WHEREOF, the Association has hereunto cause these presents to be executed in its name by its duly authorized officers and its corporate seal to be affixed, as of the date first above stated.

Signed, sealed, delivered
in the presence of:

Stephen C. Levin
Richard M. Smith

VILLAGE OF SARATOGA POINTE
HOMEOWNERS ASSOCIATION, INC.

BY Richard M. Smith
PRESIDENT
BY Richard M. Smith
SECRETARY

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this 29 day of November, 1992, by CARL PFANNKUCH, President and Richard M. Smith, Secretary, who are personally known to me or have produced a valid Florida drivers license as proof of identification, of Village of Saratoga Pointe

38 7474 74 334

Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation.

This instrument prepared by
Shepard Lesser, Esq.
909 N. Dixie Highway
West Palm Beach, FL 33401

Victor Elling
Notary Public
Commission No: _____

My Commission Expires: _____



AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
VILLAGE OF SARATOGA POINTE HOMEOWNERS ASSOCIATION, INC.

The original Declaration of Covenants and Restrictions is recorded in Official Records Book 5057 at page 0009 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

There shall be a new Article XVIII added to the Declaration of Covenants and Restrictions, which shall provide as follows:

Notwithstanding anything contained to the contrary in this Declaration, the Articles of Incorporation and the Association By-Laws, the Association, through the Board of Directors, shall have the authority to perform the necessary modifications to the existing master water meter system so that each residence will have an individual water meter.

The Board of Directors shall have the authority to execute any documents with the City or appropriate governmental agency, or any other entity, such authority shall also include, but not be limited to, the authority to incur any costs which are necessary in order to accomplish the purpose of this Amendment, and the authority to grant the appropriate easement(s) for the installation of the individual water meters.

The Board of Directors shall have the right to utilize funds contained in the Replacement Fund Account to pay for the costs associated with the conversions. Homeowners with pools or any other special situations for which the City requires a backflow preventer, will incur the costs of acquisition and installation of said backflow preventers.

The Board of Directors shall have the right, but not the obligation, to advance any costs on behalf of the owner. In such an event, this cost shall be deemed a special assessment against the particular lot and owner, and shall be collectible in the same manner as an assessment.

EXHIBIT 1

USE OF PROPERTY

5. No motorcycle, all-terrain vehicle (excluding passenger cars with four-wheel drive, i.e., Jeeps, Broncos, Blazers, and similar vehicles), truck, trailer, boat, van, camper, motorhome, bus, or similar vehicle shall be parked on any lot, or driveway, within the confines of Village of Saratoga Pointe except: (1) within a single family home garage, (2) commercial vehicles, vans or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of Village of Saratoga Pointe as the Board may, in its sole discretion, allow. In the event that there is a dispute concerning the type of vehicle, then the State of Florida vehicle registration shall control. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator. The Association shall have the right to levy a fine of \$50.00 for parking violations of rules made by the Association, provided two (2) violation Notices for the offense have been issued and affixed to the vehicle, prior to the fine being levied, with the lot number, date, and offense noted. Any fine is due immediately and should payment not be received by the date of the next maintenance installment due, the fine will be converted to a special assessment and be made part of the next maintenance installment payment due the Association for its Members.

ARTICLE VIII

ARCHITECTURAL CONTROL

6. Conditions

5. Swimming Pool Improvements approved by the ACC require a one-time, full-up fee of \$150.00 at the time of completion. If the fee is not paid by the next maintenance installment due by Association Members, the fee will be converted to a special assessment and be made part of the next maintenance installment payment due.

ARTICLE IX

ASSOCIATION EXPENSES, METHOD OF DETERMINING ASSESSMENTS, AND MAINTENANCE OF EXTERIOR AREAS

3. Method of Determining Assessments

D. A late charge of \$25.00 shall be collected on all assessments remaining unpaid in full after 30 days past the due date.

ARTICLE XIV

CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the homes in the Village of Saratoga Pointe community, the sale or lease of homes shall be subject to the following provisions:

1. The home owner shall notify the Association in writing of his intention to sell or lease his home and furnish with such notification a copy of the contract for sale or lease, whichever is applicable, along with a fee of \$50.00 made payable to the Association for processing expenses.

2. (No Changes)

3. Upon receipt of a copy of the contract for sale or lease, and the processing fee, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility...

5. Notwithstanding the provisions of paragraph 3 above, in the event that a home owner is delinquent in paying any assessment, fee or fine, or the owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provision of the Declaration, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of any provision of the Declaration is corrected.

This instrument prepared by:
James N. Krivok, Esquire
DICKER, KRIVOK & STOLOFF, PA
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123
Will Call Box #165

CFN 20130525438
OR BK 26496 PG 1001
RECORDED 12/10/2013 14:10:13
Palm Beach County, Florida
Sharon E. Bock, CLERK & COMPTROLLER
Pgs 1001 - 1007; (7pgs)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
VILLAGE OF SARATOGA POINTE HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment to the Declaration of Covenants and Restrictions attached as Exhibit "I" to this Certificate was approved by the Board of Directors and by a vote of the members of Village of Saratoga Pointe Homeowners Association, Inc. in accordance with the Declaration of Covenants and Restrictions for Village of Saratoga Pointe Homeowners Association, Inc. The Declaration of Covenants and Restrictions for Village of Saratoga Pointe Homeowners Association, Inc. is recorded in Official Records Book 5057, Page 0008 of the Public Records of Palm Beach County, Florida.

DATED this 9th day of December, 2013.

Witnesses:

Robert C. Hill
Elaine K. Ellis

VILLAGE OF SARATOGA POINTE
HOMEOWNERS ASSOCIATION, INC.

By: Victor Ellis
President

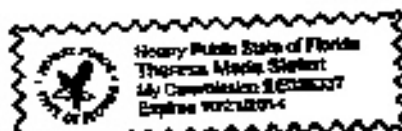
Attest: Sharon P. Hill
Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 6th day of December, 2013 by Victor Ellis as President of Village of Saratoga Pointe Homeowners Association, Inc. freely and voluntarily under authority duly vested in him by said corporation. He is personally known to me or has produced _____ as identification and who did take an oath.

[SEAL]



My Commission Expires:

10/21/2014

Theresa Marie Sigart
NOTARY PUBLIC
State of Florida at Large

AMENDMENT TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
VILLAGE OF SARATOGA POINTE HOMEOWNERS ASSOCIATION, INC.

The original Declaration of Covenants and Restrictions for VILLAGE OF SARATOGA POINTE HOMEOWNERS ASSOCIATION, INC. is recorded in Official Records Book 5057 at Page 0008 of the Public Records of Palm Beach County, Florida.

Article XIV shall be deleted in its entirety and replaced by the following new Article XIV:

ARTICLE XIV
CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the homes in the Village of Saratoga Pointe community, the sale or lease of homes shall be subject to the following provisions:

A. Sales, Conveyances and Other Transfers of Homes

(1) With regard to any proposed transfer of any portion of a homeowner's right, title or interest in a Home to a purchaser, donee by gift or other transferee, the following terms and conditions shall apply. No sale, transfer or other conveyance of title will be effective unless accomplished in accordance with the restrictions set forth in this section.

(2) The Association, through its Board of Directors, shall have the power to approve or disapprove a proposed buyer or other transferee or any other adult person who may permanently occupy a Home pursuant to a sale or other transfer in accordance with this Section A.

(3) In the event the homeowner is delinquent in paying any assessment, fee or fine, or the owner or his buyer, family, guests, agents, licensees, or invitees are not in compliance with any provision of the Declaration, the Association has the right to disapprove of any sale until any amount due the Association has been paid in full and/or any violation of the Declaration is corrected.

(4) Any homeowner who intends to sell or otherwise convey all or any part of the homeowner's right, title and interest in a home must give written notice to the Association and, if the transaction is a purchase and sale, must provide a copy of the Purchase and Sale Agreement.

(5) The proposed buyer or transferee shall submit an application completed by the prospective buyer(s) or intended transferee(s) not less than thirty (30) days before the proposed conveyance or transfer date.

(6) Applicants shall identify by full legal name on the application form, all other adults who will permanently occupy the home if the proposed sale or other transfer is approved by the Association. Applicants and all other adults who will permanently occupy the Home shall execute appropriate releases of information forms when requested by the Association to enable the Association to obtain criminal background checks and other prior residency information.

(7) Upon receipt of each application for sale, transfer or conveyance of title to a home, the Association shall be entitled to collect an application fee of One Hundred Fifty Dollars (\$150.00).

(8) The Board, in its discretion, may disapprove a proposed sale of a home for any of the following reasons:

(A). A proposed sale or other transfer of any ownership right, title or interest in a home may be disapproved by the Board if any of the following apply to the buyer or other transferee and/or any other intended adult occupant arising from such transfer:

A conviction during the previous ten (10) years of any of the following criminal offenses:

- a. Any felony offense involving violence, including without limitation, murder, attempted murder, manslaughter, felonious assault and/or battery.
- b. Any offense involving the use of a gun or other lethal weapon.
- c. Any sex offense as defined by Florida Statutes or being a registered sexual offender or sexual predator in any state.
- d. Robbery, burglary, arson, vandalism or other serious offense against property.
- e. Any felony drug offense.
- f. Any domestic violence offense, whether a misdemeanor or felony.
- g. Any other felony conviction in the past ten (10) years which, in the reasonable judgment of the Board, renders the proposed purchaser, gift donee or transferee or other adult occupant unfit to reside in the Village of Saratoga Pointe community.

B. Leases.

If a homeowner intends to lease a Home, the homeowner and/or tenant must comply with the provisions in this Section B. No lease shall be effective unless accomplished in accordance with this Section B.

(1) The Association, through its Board of Directors, shall have the power to approve or disapprove a proposed tenant(s) or any other adult person(s) who may permanently occupy a Home pursuant to a proposed lease in accordance with the provisions in this Section B.

(2) An Owner shall not be permitted to lease a Home during the first twelve (12) months of Home ownership. Thereafter, a Home may be leased for a term of not less than one (1) year or more than once during any twelve (12) month consecutive period of time. All leases shall be in writing and must be approved by the Association.

(3) No more than 10% of the Homes in the development shall be leased or rented at any point in time. Existing leases in excess of 10% will be grandfathered in for the balance of the lease. If the cap on Home rentals has been met, leasing opportunities shall be granted as follows:

(a) Renewals of an existing lease with the same tenant(s) shall have first priority.

(b) Non-renewal leases shall be permitted on a first requested first leased basis. The Association will maintain a wait list for Owners who desire to lease their Home. When a lease opportunity arises, the Owner at the top of the wait list shall have thirty (30) days to present a bona fide lease and lease application. If the Owner fails to present a bona fide lease and lease application within thirty (30) days, the Owner who is next highest on the wait list will be given the same lease opportunity. The process will continue until a lease is approved by the Association. If a lease applicant is disapproved, the Owner shall be given an additional thirty (30) days to present a new bona fide lease and lease application.

(c) Notwithstanding anything in the foregoing to the contrary, the ten percent (10%) cap on Home rentals shall not apply to units acquired by the Association through a foreclosure of a Claim of Lien for unpaid assessments or acceptance of a deed in lieu of foreclosure.

(4) A homeowner desiring to lease a Home shall first notify the Association in writing of the intent to lease and provide the Association with a fully completed lease application on a form approved by the Association, and shall deliver to the Association a copy of the fully executed lease agreement. The lease application shall include, without limitation, the following information:

(a) The full name of each tenant and all other adult persons who will be occupying the Home during the lease term;

(b) The beginning and ending dates of the lease term; and

(c) Such other information as may be reasonably requested by the Association.

(5) The tenants and all other adults who will occupy the Home shall execute an appropriate Release of Information forms to enable the Association to obtain criminal background checks and other prior residency information.

(6) Each lease application shall be accompanied by a lease application fee of one hundred fifty dollars (\$150.00) per application to be paid to the Association.

(7) Approval/Disapproval. Upon receipt of a fully completed lease agreement, lease application fee, and written authorization to submit to a criminal background check and credit history, the Association shall either approve or disapprove the lease in writing within thirty (30) days. If the Association fails to act on a proposed lease within thirty (30) days, the application shall be deemed approved. Any purported lease of a Home not approved by the Association in accordance with this section shall be deemed null and void and shall have no legal effect whatsoever. The Owner of the Home so leased shall be deemed to have appointed the Association as the Owner's agent and assignee for purposes of evicting or otherwise removing the unapproved tenant(s) and other adult occupants from the Home under the process set forth in Fla. Stat., Chapter 83. This remedy is in addition to any other remedies the Association may have under the Declaration or Florida law.

(8) Grounds for Disapproval. For purposes of this Section B, good cause for disapproval of a tenant(s) or other occupant shall include, but not be limited to, the following:

(a) An Owner and/or tenant's failure to comply with all conditions required by this Section B.

(b) The proposed tenant(s) or other adult occupant has been convicted during the previous ten (10) years of any of the following criminal offenses:

- 1) Any felony offense involving violence, including without limitation, murder, attempted murder, manslaughter, felonious assault and/or battery.
- 2) Any offense involving possession or use of a gun or other lethal weapon.
- 3) Any sex offense as defined by Florida Statutes or the tenant(s) or adult occupant(s) is a registered sexual offender or sexual predator in any state.
- 4) Robbery, burglary, arson, vandalism or other serious offense against property.

5) Any felony drug offense.

6) Any domestic violence offense, whether a misdemeanor or a felony.

7) Any other felony conviction within the past ten (10) years which, in the reasonable judgment of the Board, renders the proposed tenant(s) or other adult occupant unfit to reside in the Village of Saratoga Pointe community.

(c) The tenant(s) or other adult occupant under the lease has a history of non-compliance with rules and/or restrictions in other communities or developments that have been occupied by the tenant(s) during the previous five (5) years.

(d) The tenant(s) has a FICO credit score less than 750.

(e) The tenant(s) or proposed other adult occupant has been evicted and/or otherwise removed from a rental property during the previous five (5) years.

C. Additional Conditions to Leasing.

(1) To be eligible to lease a home, the homeowner must be current on all assessments, fees and other financial obligations due and owing to the Association.

(2) Partial or subleasing of all or any part of a Home shall not be permitted.

(3) The homeowner(s) shall be jointly and severally liable for any and all damage to common areas caused by the acts of a tenant(s) other adult occupant and their guests and invitees.

(4) A lease shall provide or be deemed to provide that the lessee will be subject to the terms and provisions of this Declaration and all Rules and Regulations of the Association and that any failure by the lessee or the lessee's family members, guests and/or invitees to comply with such terms and conditions shall be a material default and breach of the lease agreement. If a lessee or other occupant under a lease fails or refuses to comply with the Association's Declaration or Rules and Regulations, after reasonable notice, the Association, as agent or assignee of the homeowner, may evict the tenant for breach of the lease under Fla. Stat. § 83.56 as if the Association was owner of the home. Unless provided to the contrary in a lease agreement, a homeowner, by leasing his home, automatically delegates his right of use and enjoyment of the common areas and facilities to his lessee; and in so doing, said owner relinquishes said rights during the term of the lease agreement.

(5) Occupancy of a home pursuant to a lease agreement shall be restricted to no more than six (6) occupants regardless of their age, nor more than two (2)

persons not related by blood, marriage or adoption or a group of persons all of whom are not so related.

(6) Tenants shall not be permitted to allow a guest to continuously reside in the home for more than fifteen (15) days during a calendar year. Any person, 18 years of age or older, who is not related to an approved tenant by blood or marriage shall be conclusively to be a guest of the tenant.

END OF AMENDMENT

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