

AMENDMENT NO. 1 TO DECLARATION OF RESTRICTIONS FOR THE PALM CLUB VILLAGE III

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THIS AMENDMENT to the Declaration of Restrictions for THE PALM CLUB VILLAGE III made this \_\_\_ day of October, 1984, by HOVNANIAN OF PALM BEACH X, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant caused that certain Declaration of Restrictions for THE PALM CLUB VILLAGE III to be recorded in Official Record Book 4250, Page 0874 of the Public Records of Palm Beach County, Florida on May 25, 1984; and

WHEREAS, the Declarant in ARTICLE XII, Section 3 of the Declaration of Restrictions (hereinafter referred to as "Declaration") granted itself the right to amend the Declaration in order to clarify any ambiguities determined to exist therein for a period of five (5) years from the date of recordation thereof; and

WHEREAS, the Declarant has determined that ambiguities exist with respect to the maintenance obligations of THE PALM CLUB HOMEOWNERS ASSOCIATION, INC. (hereinafter "Association") and all Lot Owners; and

WHEREAS, the Declaration was recorded within five (5) years from date hereof; and

WHEREAS, the Declarant wished to amend the Declaration to clarify all ambiguities contained therein; and

WHEREAS, none of the Lots (as said term is defined in said Declaration) have yet been conveyed to any party other than the Declarant.

NOW THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged the Declarant hereby sets forth the following:

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- 1. The above recitations are true and correct.
- 2. The Declarant hereby amends the Declaration as follows:
  - A. ARTICLE VI is hereby amended to add the following:

Section 4. Lots. The Association shall at all times maintain, repair and operate the sprinkler system, as originally constructed by Declarant, located on each Lot, at the sole cost and expense of the Association. The Association shall also be required to maintain and cut all grass areas on said Lots. The obligation to maintain the grass areas of said Lots shall not include the requirement to edge or maintain any landscaping located thereon. In the event a fence is placed upon any Lot, the maintenance of all grass areas contained therein shall be the obligation of the Lot Owner. Further, in the event that a fence is

This Instrument Prepared By:  
Record and Return To:

GARY L. KORNFELD, ESQ.  
Levy, Shapiro, Kneen & Kingcade, P.A.  
218 Royal Palm Way/P.O. Box 2755  
Palm Beach, Florida 33480  
Telephone: (305) 655-3751



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constructed upon any Lot, the maintenance, repair or replacement of said fence is the obligation of the Lot Owner thereof. If the Lot Owner fails to complete its obligations hereunder, the Association, at the Lot Owner's sole cost and expense, shall have the right to maintain any grass areas located within the fenced in portion of a Lot and the exterior portion of any fence constructed on said Lot.

2. ARTICLE VII, Section 1 is hereby deleted in its entirety and in place thereof as follows:

Section 1. Owners Responsibility. Each Lot Owner is responsible for the repair, maintenance and/or replacement at his sole cost and expense, all portions of the dwelling and improvements constructed on his Lot. The Lot Owner shall also be responsible for maintaining all grass areas and other landscaping located within any fenced in portion of a Lot. Owner is strictly prohibited from placing any fence upon its Lot without the prior consent from the Board of Directors and Architectural Control Committee. If any fence is constructed thereon, the maintenance and repair thereof shall be the sole obligation of the Lot Owner, provided, however, that if the Lot Owner fails to maintain the exterior surface of the fence, the Homeowner Association is hereby granted the authority to repair and maintain the same at the sole cost and expense of said Lot Owner. The Association shall maintain all grass areas which are not contained within the fenced in portion of a Lot.

3. ARTICLE X, Section is hereby amended to the following:

Section 3. Sprinkler System Easement. Declarant herein creates an easement across each Lot in favor of THE PALM CLUB HOMEOWNERS ASSOCIATION, INC. and its authorized agent, for purposes of constructing, repairing and maintaining the sprinkler system located on each Lot.

4. ARTICLE XV is hereby added as follows:

EASEMENT FOR ENCRoACHMENTS

In the event that any dwelling or other improvement upon a Lot, as originally constructed by the Declarant, shall encroach upon any other Lot or improvement thereon, for any reason, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its corporate seal hereto affixed on the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Janet Gaspard  
Suzanne Blount  
Janet Gaspard  
Suzanne Blount

HOVNIANIAN OF PALM BEACH X, INC.

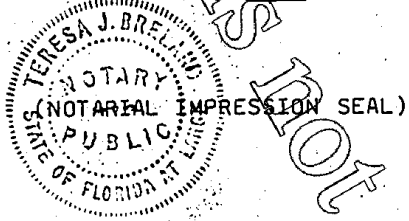
By: [Signature]  
FRANK J. STEINITZ,  
Senior Vice President

Attest:  
By: Carolyn S. Jones  
CAROLYN S. JONES,  
Assistant Secretary

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared FRANK J. STEINITZ, well known to me to be the person described in and who executed the foregoing instrument as Senior Vice President of HOVNANIAN OF PALM BEACH X, INC., a Florida corporation, and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14<sup>th</sup> day of October, 1984.



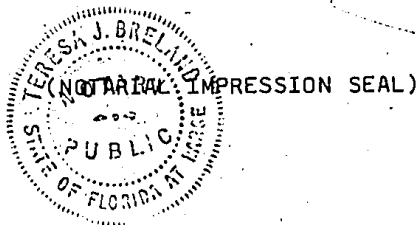
*Teresa J. Breland*  
Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MAY 15 1985

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared CAROLYN S. JONES, well known to me to be the person described in and who executed the foregoing instrument as Assistant Secretary of HOVNANIAN OF PALM BEACH X, INC., a Florida corporation, and she acknowledged before me that she executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of October, 1984.



*Teresa J. Breland*  
Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MAY 15 1985

OFFICIAL RECORD 4369 PAGE 851

RECORD VERIFIED  
PALM BEACH COUNTY FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT