

Prepared by and Return to:

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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVERWALK**

This Third Amendment to the *Declaration of Covenants and Restrictions for Riverwalk* recorded at **Official Record Book 4593, Page 42¹**, as supplemented by the *Supplemental Declaration of Covenants and Restrictions for Riverwalk* recorded at **Official Record Book 4704, Page 1347**, by the *Second Supplemental Declaration of Covenants and Restrictions for Riverwalk* recorded at **Official Record Book 4808, Page 902**, and by the *Third Supplemental Declaration of Covenants and Restrictions for Riverwalk* recorded at **Official Record Book 5904, Page 1408**, as each has been amended from time to time, (collectively referred to herein as the “Declaration”) is made by **Riverwalk Homeowners Association, Inc.**, also known as “Riverwalk” and referred to herein as “Association,” as follows:

- A. Association amended its Declaration as evidenced by that certain *Certificate of Amendment to the Declaration of Covenants and Restrictions for Riverwalk* recorded at **Official Records Book 24205, Page 0393**, and subjected the property described therein to the operation thereof;
- B. The land subject to the Declaration and this Certificate of Amendment is described on Exhibit “A”.
- C. On October 5, 2020, Association held its Special Members’ Meeting where it adopted certain amendments to the Declaration; and,

NOW, THEREFORE, Association adopts the above recitals as true and correct, and amends Declaration as indicated on Exhibit “B”.

¹ All recording references are to the Public Records of Palm Beach County, Florida.

NOW THEREFORE and IN WITNESS WHEREOF, Riverwalk Homeowners Association, Inc., by and through its president, has hereunto set its hand and seal as of this 24 th day of November 2020.

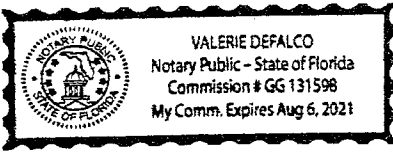
Signed, sealed & delivered in the presence of:

Riverwalk Homeowners Association, Inc.

Valerie DeFalco
Witness: Valerie DeFalco

By: Ronald J. Perholtz
Ronald Perholtz, its President

Gail Freese
Witness
Printed Name: Gail FREESE



STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing *Certificate of Amendment to the Declaration of Covenants and Restrictions for Riverwalk*, was acknowledged before me by means of physical presence this 24th day of November 2020, by Ronald Perholtz, President, respectively, of Riverwalk Homeowners Association, Inc., on behalf of the corporation, who is personally known to me.

Valerie DeFalco
Valerie DeFalco
Notary Public, State of Florida

EXHIBIT "A"

RIVERWALK HOMEOWNER'S ASSOCIATION, INC. Property for area surrounding Lots 51 through 56, inclusive, Lots 71 through 76, inclusive, Lots 91 through 96, inclusive, Lots 111 through 116, inclusive, and the Recreation Area containing pool & facilities.

All that portion of the Northeast Quarter (NE $\frac{1}{4}$) of Section 3, Township 41 South, Range 42 South, Palm Beach County, Florida, lying South of the South right of way line of the South Florida Water Management District Canal C-18 as same is Recorded in Deed Book 1159, Page 319, Public Records of Palm Beach County, Florida, and lying West of the East line of the West 654 feet of the said NE $\frac{1}{4}$;
Less the West 80 feet of the said NE $\frac{1}{4}$,
And Also Less the East 130 feet of the West 654 feet of the South 1242.50 feet of the said NE $\frac{1}{4}$;
And Also Less the East 144 feet of the West 524 feet of the South 1173 feet of the said NE $\frac{1}{4}$;
And Also Less all that portion lying South of the following described line; commencing at the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 3, Thence S.00°00'22"E. along the West line of said NE $\frac{1}{4}$ a distance of 1660.83 feet to the Point of Beginning of the described line; Thence N.59°35'35"E. to a point of intersection with the North line of the South 1094 feet of said NE $\frac{1}{4}$; Thence Easterly along the North line of the South 1094 feet of said NE $\frac{1}{4}$ to a point on the East line of the West 380 feet of said NE $\frac{1}{4}$ and the end of said described line

EXHIBIT "B"

PROPOSED AMENDMENTS

Proposal 1. Roofs. Amending the Declaration to permit the Board to resurface any ~~existing~~ shingled roofs whenever deemed necessary by the Board (i.e. now) and to replace any metal roofs (1) whenever deemed necessary by the Board, (2) with roofing materials specified by the Board, and (3) whenever it is necessary to achieve a uniform appearance throughout the community. ~~every 30 years or thereafter, as deemed necessary by the Board. In the event the test installation of metal roofs backfires and we need to switch back to re shingling, the Board also needs the Covenant option for any future re-shingled roofs installed to return to the existing covenant language to replace future shingled roofs every 20 years or longer as deemed necessary by the Board.~~

The 6th paragraph of § 7.3 is amended in its entirety as follows:

Notwithstanding any provisions to the contrary in this Declaration, the Articles of Incorporation or the By-Laws, the Association's Board shall determine when a Building's roof surface needs to be replaced. Said roof surface refers to any roofing material necessary above and outside of the plywood sub surface of the Buildings roof. If the Board determines, at its sole discretion, either (1) a roof has passed its serviceable life, (2) there is an economic advantage to replacing a Building's roof before the end of its serviceable life, or (3) a Building roof needs to be replace to achieve a uniform roofing appearance throughout the community; the Board shall be solely responsible for determining the materials used to cover the exterior surface of the roof for which the Association shall bear the cost of replacement. Such materials would be limited to shingles, metal, or other similar materials that form the outer layer of the roof, as well as materials necessary between the plywood and outer layer required by code to properly seal the outer layer of the roof to the underlying plywood. Upon replacing the exterior surface of the roof, the Association shall also be responsible for the installation and sealing of any necessary sheet metal flashing, vents, fans and plumbing stack leads where required to properly ventilate and seal the exterior roof. Any plywood requiring replacement during the Association resurfacing of the roof shall be the responsibility of the unit owner who is directly below the plywood being replaced. In a case where plywood being replaced is directly above two units, those unit owners directly below the plywood being replaced shall share equally in the cost to replace the applicable sheet(s) of plywood.

Each owner is responsibility for the cost of all repairs to a roof or leak above their unit (that may or may not affect other units in the building) in

any case where the Board has determined the roof on said Owner's building has not reached the end of its serviceable life. Repairs that are the unit owner's responsible include, but are not limited to, the roof's surface; rotted or defective plywood under the roof's surface; damage resulting from fire, wind, storms, trees, insects, lightning, hail, vandalism, unit owner action; or repairs whether or not the applicable unit owner is negligent.

Section 7.3.5 is amended: "Roof Repairs: Roof repairs for which the Unit Owner is responsible must use the same color, type and texture of ~~shingles originally installed on the roof~~ exterior roofing material installed on the roof at the time of the repair. Only a licensed and insured roofing contractor with all required permits may repair or replace a roof."

Proposal 2. Gutters. Permitting the Association to install gutter guards or other devices reducing the need to clean gutters, to clean the gutters on an as-needed versus annual basis, and to assess the building's unit owners for related costs.

The 5th paragraph of § 7.3 is amended:

Gutters shall be cleaned by the Association at the Association's expense when determined necessary by the Board. ~~at least once per year.~~ However, Association at it's expense (a) may install gutter guards or other devices reducing the need to clean gutters, or (b) clean gutters on only an as-needed basis, ~~and (c) assess the respective building's unit owners related costs (Building Assessment).~~ In cases where gutters are damaged during a building re-roofing or painting project, the gutter shall be replaced/repared at the Association's expense. In other cases where a gutter covering more than one unit is damaged not as a result of any Association related work, Association shall repair/replace the gutter then assess the owners of those units attached to the gutter equally for the cost of said gutter/repair or replacement.

Proposal 3. Painting. Increase painting schedule to not less than 8 years (from 7) due to paint manufacturer guarantees and longer paint maintenance schedule associated with hardi-board and improvements to paint quality.

The 11th paragraph of § 7.3 is amended: "Painting as required by this Declaration shall be performed when necessary, but, ~~notwithstanding the foregoing,~~ each unit shall be painted not less than every ~~seven (7)~~ eight years, as deemed necessary by the Board.

Proposal 4. Non-Assessment Disputes. Establish an internal, prerequisite dispute resolution process for all non-assessment-related disputes prior to pre-suit mediation or suits in court.

A § 10.4 is added to the Declaration:

Prior to any suit brought by one or more Unit Owner against the Association or any director, officer, or agent in their respective capacities, the Unit Owner is afforded and required to use the following exclusive pre-suit procedure as a condition precedent and with each step being a condition precedent to the next:

- A. The Unit Owner must provide written notice to the Association by certified mail, return receipt requested, of the dispute, and such notice must contain the detailed nature of the dispute and an opportunity of least 45 days to cure the alleged grievance ("Dispute Notice").
- B. If the Association fails to cure the alleged grievance or fails to take material steps toward curing the alleged grievance within 45 days of its receipt of the Dispute Notice, the Unit Owner may petition the Board for hearing before the Board of not less than 30 minutes ("Dispute Hearing").
- C. If the Association fails to cure the alleged grievance or fails to take material steps toward curing the alleged grievance within 45 days of the Dispute Hearing decision, the Unit Owner may utilize the procedures of § 720.311, Florida Statutes.

Proposal 5. Tenant Screening. Permitting the Association to screen tenants based on criteria such as credit worthiness (scores), criminal background histories, driving and traffic infraction histories, covenant violation histories (this Association and others), and other reasonable criteria. Permitting Board to establish, by rule, criteria to be used.

An Article 14 is added:

To assure a community of congenial residents and protect the value of the residential Units within Riverwalk, leases and occupancy of Units are subject to these provisions:

14.1. SCREENING; APPLICATION; FEES. Association may require proposed Occupants to be screened for credit worthiness (scores), criminal background histories, driving and traffic infraction histories, covenant violation histories (this Association and others), and other reasonable criteria, and may require an in-person or videoconference interview ("Screen" or "Screening"). The Board:

- A. May set Screening criteria and may require such information from proposed Occupants to aid it in its approval decision;
- B. May require an application including names, addresses, telephone numbers, E-mail addresses, and other information

pertinent to the Screening criteria (“Application”) for the proposed Occupants.

C. May establish fees related to applications.

D. May require additional information after reviewing Screening results.

14.2. LEASE APPROVAL.

A. Approval Requirement. No Owner may lease or allow others to occupy a Unit (“Lease”) without Association’s prior written approval, which must be sought as follows:

(1) An Owner intending to lease a Unit must submit a complete Application for all adults who will occupy the Unit in conjunction with the Lease even if not named as tenants under the Lease. “Leasing” includes regular occupancy of a Unit by any person other than Owner whether or not Owner receives any consideration or benefit, including a fee, service, gratuity, labor or emolument, or occupancy of a Unit for over 5 days in any 30-day period.

(2) Within 30 days after receipt of the Application, information required by Association, and a personal interview, if so required, Association must either approve or disapprove the proposed Lease. If approved, the Association must issue an approval certificate.

B. Disapproval. Association must not withhold Lease approval unreasonably but may do so based on the Screening criteria. If Association disapproves a Lease, it must notify Owner in writing, the Lease must not be made, and no proposed Occupants may occupy or reside on the Unit.

C. Without limiting application in other applicable situations, this Section 3 applies:

(1) to all Lease applications after this amendment and to all leasing including Lease renewals, Lease extensions, periodic or holdover tenancies originating from a Lease entered into before this amendment, despite how long an Occupant has occupied any Unit and despite whether the Occupant was once an Owner.

(2) to all former owners, tenants, or other Occupants of Units foreclosed upon by a mortgagee or lienholder or sold at

tax deed or sheriff's sale. Any such Owner, within 15 days of acquisition of title to the Unit must (a) apply for Lease approval of the former owners, tenants or other occupants as provided for herein or (b) file and prosecute diligently any motions or suit necessary to remove said former owners, tenants or other occupants.

D. If Owner makes application within the 15 days and Association disapproves, Owner must comply with Section 3.C. (2)(b) within 10 days after disapproval.

E. Unauthorized Lease. Any Lease not approved by Association is void unless subsequently approved by Association. If Association disapproves the Lease, the Lease is void and confers no right, title or interest to the intended Occupants.

D. Any Lease renewals and extensions must be submitted 30 days before expiration to Association for review.

E. Owner's Parent or Adult Child. A Unit, for estate or tax planning purposes, may be occupied by Owner's parent or adult child and in such a situation, those Occupants are not subject to Sections A. through D. above, unless the occupancy is documented by a Lease and payment of rent but remain subject to all other provisions of this Article XII.

F. All Leases must provide or are deemed to provide, that Association may (i) terminate the Lease upon default by Occupant in complying with the Declaration or Rules and Regulations, as amended from time to time; and (ii) demand and receive all of the rents under the Lease any time the Owner is delinquent paying any monetary obligation to Association, including fines, assessments, interest, late fees, and collection costs and reasonable attorney's fees incurred collecting any delinquent amount or enforcing the Declaration or Rules and Regulations, in relation to the Unit or any other Unit owed by the Owner, until such amounts are paid in full.

G. No person may (a) move into any Unit nor (b) have any right of access to any Association amenities until and unless Association approves the Lease or Transfer.

H. The Owner shall be fined \$100 per day for each day that an Occupant occupies any Unit without prior written approval up to the greater of \$1,800.00 or one-month's rent, subject to ch. 720, Florida Statutes, as amended from time to time. If after a 90-day period from the date an initial \$100 fine is imposed, and the

Occupant continues to occupy said unit without said written approval a \$100 per day fine up to the greater of \$1,800.00 or one month's rent shall be re-instituted and shall again be reinstated for 90 day periods thereafter. Said fine(s) are collectable in the same manners as an assessment.

I. The requirement to satisfy Association's Screening criteria is a continuing one. After Lease commencement, should Association learn a previously-approved Occupant, including one reaching the age of majority, may not then meet the criteria in effect when the Lease was approved, Association may require Owner and Occupant provide additional and updated information and may conduct additional screening. Should Association then find any Occupant fails to meet the criteria or fails to cooperate fully, Association, in its sole discretion, may (i) deem the failures an incurable, material violation and (ii) terminate the Lease immediately.

J. Association is deemed Owner's agent to sue for eviction, under part II, chapter 83, Florida Statutes, as amended from time, to remove tenants violating the law, Declaration or Rules and Regulations, and may sue under such agency or in its own capacity. Association may recover its attorney's fees and costs against the Owner and the tenants jointly and severally whether suit is filed, in any manner, including as assessments against the Owner and Owner's Unit are collected.

K. Common Area Security Deposit. As a pre-condition of Lease approval, Association may require a uniform, common area security deposit ("Deposit") which:

(1) Must be paid by the Owner and deemed to have been paid by the Owner, and becomes an appurtenance to the Unit surviving any Transfer so Association may credit the Deposit or any portion to the then-current Unit Owner.

(2) Secures payment for damage to common areas caused by, or allowed to be caused by, Occupants or their invitees, guests, family members, but it shall be not the sole source or fund to which Association may look for compensation.

(3) Must be paid or credited by Association only after (1) inspection of the common areas and determination that any damage is not Occupants' responsibility, or (2) passage of 30 of continuous vacancy or continuous occupancy by only Owner and Owner's immediate family.

(4) 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 Unit ledger.

L. No officer, shareholder, member, director, or employee of an Owner shall be deemed an 'Owner' and shall be subject to this Article XII as if s/he bore no other relationship to Owner than that of a prospective Transferee or Occupant.

Proposal 6. Right of First Refusal. This proposal did not pass.

Proposal 7. Individual One-year Leasing Moratorium. Establish a one-year waiting period before a unit can be leased to or occupied by persons who are not the fee simple unit owner or an immediate family member of the fee simple unit owner.

A new section is added to the Declaration:

No Owner may lease a Unit, and no Lease will be approved, during the first 12 months of ownership of the Unit measured from the date the Unit was transferred to Owner, regardless of how title vested. After the first 12-months of ownership, an Owner may lease Owner's Unit subject to Association's approval.

Violations of the this provision may be enforced as provided in ch. 83, Part II, Florida Statutes, as amended from time to time, and this Declaration, cumulatively.

Proposal 8. Maximum Unit Occupancy. Limit unit occupancy to two persons per bedroom and prohibit sub-letting.

A new section to the Declaration is added:

Only the entire Unit and home may be leased. If a Unit and home is leased, the only occupants shall be approved Occupants and their immediate family. No rooms may be rented. A guest residing in a Unit/home for more than 30 days per year when Owner is not present shall be deemed to lease the Unit/home subject to this Article XII and must vacate unless Association approves in writing prior to the 30th day.

No Unit may be occupied by more than two persons per bedroom (as defined or intended in original floor plans).

Violations of this provision may be enforced as provided in ch. 83, Part II, Florida Statutes, as amended from time to time, and this Declaration, cumulatively.

Proposal 9. Rental Cap. Establish a cap of 115 total units which may be leased or occupied by non-unit owners at any given time.

A new section to the Declaration is added: “No more than 115 Units in Riverwalk may be rented at any one time. Violations of this provision may be enforced as provided in ch. 83, Part II, Florida Statutes, as amended from time to time, and this Declaration, cumulatively. Specific Rules and Regulations shall be adopted by the Board to define which owner is next in line to rent their unit in the event the 115 unit limit is reached but subsequently falls below said 115 unit limit because one or more units are no longer rented.”

Proposal 10. Housekeeping Amendment. Permit amendment and restatement of the Declaration based on any proposed amendments passed, prior amendments, and permit numbering, grammatical, stylistic, and re-organizing changes to Declaration text without altering substance of covenants.