

# DICKER, KRIVOK & STOLOFF, P.A.

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April 9, 2009

TELEPHONE (561) 615-0123 FAX (561) 615-0128

Board of Directors Greenview Cove Homeowners Association, Inc. c/o Associated Property Management 1928 Lake Worth Road Lake Worth, FL 33461

Attention: Mike Arevalo

Re: Certificate of Amendment

APR 1 0 2009

Dear Board Members:

Enclosed find an original Certificate of Amendment to the Declaration of Restrictions of Greenview Cove of Wellington - P.U.D. Also enclosed is a copy of the amendments to be recorded.

Kindly have the enclosed Certificate properly executed, witnessed, notarized and returned to this office, so that we may have same recorded, along with the Amendments, in the Official Records of Palm Beach County.

Very truly yours,

Colward Dicker so.

For the Firm

EAD:sao Enclosure 211610104.09L

#### WILL CALL BOX 165

This instrument prepared by: Edward Dicker, Esquire DICKER, KRIVOK & STOLOFF, P.A. 1818 Australian Avenue So., Suite 400 West Palm Beach, Florida 33409 (561) 615-0123

## CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF GREENVIEW COVE OF WELLINGTON - P.U.D.

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declaration of Restrictions of Greenview Cove of Wellington -P.U.D. The original Declaration of Restrictions is recorded in Official Records Book 4199, Page 1933, of the Public Records of Palm Beach County, Florida. DATED this 13 day of APRIC , 2009.

**GREENVIEW COVE HOMEOWNERS** ASSOCIATION, INC. President Secretary (SEAL) STATE OF FLORIDA COUNTY OF PALM BEACH) BEFORE ME personally appeared Ken United finite Costilled Secretary, of Greenview Cove Homeowners Association, Inc., who produced and \_\_\_\_\_\_\_ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Greenview Cove Homeowners Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association. WITNESS my hand and official seal this 1274 day of Male ublic, State of Florida at Large My Commission Expires:

(SEAL)



## AMENDMENTS TO THE DECLARATION OF RESTRICTIONS OF GREENVIEW COVE OF WELLINGTON - P.U.D.

The original Declaration of Restrictions of Greenview Cove of Wellington - P.U.D. is recorded in Official Records Book 4199 at Page 1933 of the Public Records of Palm Beach County, Florida.

As used herein, words <u>underlined</u> are added and words <del>hyphened</del> through are deleted.

#### **DECLARATION OF RESTRICTIONS**

ITEM 1: There shall be a new Section "O" to Article VII of the aforesaid Declaration which shall read as follows:

In the event an Owner leases his residence, the Owner and Lessee both agree to the following: If the Owner is delinquent in the payment of any assessment for more than thirty (30) days, the Association may notify the Lessee of the delinquency and in such event, the Lessee shall be obligated to commence paying all future rent payments to the Association, until the delinquent assessments and related charges are paid in full to the Association. At such time, the Lessee shall resume paying rent to the Owner. During the period of time that the Lessee is paying his rent to the Association, the Owner may not evict the Lessee for non-payment of rent. However, if the Lessee does not pay the rent to the Association as required herein, the Association shall have the authority to evict the Lessee. In such an event, the Owner shall be obligated to reimburse the Association for the costs and attorneys fees incurred by the Association.

ITEM 2: There shall be a new Section "P" to Article VII of the aforesaid Declaration which shall read as follows:

Notwithstanding anything stated to the contrary in this Declaration or any other document governing the Association, if an owner is delinquent in the payment of maintenance assessments or other charges owed to the Association, the owner shall not lease his residence.