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 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
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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 #165*

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

I HEREBY CERTIFY that the Amendments to the Amended and Restated Declaration of Covenants and Restrictions attached hereto as Exhibit "A" to this Certificate were approved by the members of Riverwalk of the Palm Beaches Homeowners Association, Inc. and were duly adopted by the members as an Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Riverwalk of the Palm Beaches Homeowners Association, Inc. The original Declaration of Covenants and Restrictions for Riverwalk of the Palm Beaches Homeowners Association, Inc. is recorded in Official Records Book 8875, Page 687, of the Public Records of Palm Beach County, Florida.

DATED this 21 day of July, 2010.

As to witnesses:

*Margaret Mary Tuman*  
 \_\_\_\_\_  
*Danielle Sherman*  
 \_\_\_\_\_

[SEAL]

RIVERWALK OF THE PALM BEACHES  
 HOMEOWNERS ASSOCIATION, INC.

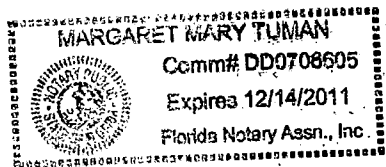
By: *Burton J. DeFren*  
 \_\_\_\_\_  
 Burton J. DeFren, President

Attest: *Myles Schack*  
 \_\_\_\_\_  
 Myles Schack, Secretary

STATE OF FLORIDA            )  
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 21 day of July, 2010, by Burton J. DeFren and Myles Schack, as President and Secretary of Riverwalk of the Palm Beaches Homeowners Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification and who did take an oath.

[SEAL]



My Commission Expires: *Dec. 14, 2011*

*Margaret Mary Tuman*  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 State of Florida at Large

## **EXHIBIT "A"**

### **ARTICLE 6**

#### **MAINTENANCE**

Paragraph 6.8 is hereby deleted in its entirety and is replaced with the following:

6.8. Maintenance and Repair of Shared Roofs. The Owner of each townhome and/or one-story attached home shall at all times be responsible for the maintenance and care of the exterior surfaces of the Unit. The phrase "exterior surfaces of the Unit" shall include, but not be limited to, the exterior walls, privacy walls and the shared roof. The Association shall be responsible for the periodic cleaning of the shared roofs and for periodic repainting of the exterior walls and privacy walls of the townhomes and attached one-story Units as provided in Section 6.7 above.

Subparagraph 6.8 (A) is hereby deleted in its entirety.

Subparagraph 6.8 (B) is hereby deleted in its entirety.

Subparagraph 6.8 (C) is hereby deleted in its entirety.

### **ARTICLE 9**

#### **ESTABLISHMENT AND ENFORCEMENT OF LIENS**

Paragraph 9.6 is hereby added to the Declaration and shall read as follows:

9.6 Association's Power to Demand and Collect Rents. Any lease of a unit shall, as a condition of such lease and by operation of this Section, be deemed to include an assignment by the Owner to the Association of the Owner's right to demand and collect rent payments from the leased unit directly from the tenant, if the Owner becomes delinquent for more than sixty (60) days in the payment of any general or special assessment due the Association. Once the right to demand and collect rent is so assigned to the Association, such assignment shall continue until the Owner has paid all delinquent assessments, late charges, accrued interest and any attorney's fees that are due and owing to the Association. A tenant, who remits rent payments to the Association upon receipt of a written demand given pursuant to this Section, shall not be subject to eviction by any action taken by the Owner and compliance with this Section 9.6 by a tenant shall constitute a complete defense to an eviction action instituted by the Owner for alleged non-payment of rent. If a tenant fails to remit rent payments to the Association pursuant to a demand made in accordance with this Section, then the Association, in its own name and as an agent of the Owner, shall have the right to have the tenant and all occupants removed from the unit by eviction and/or injunction action or any other action permitted by law or in this Declaration.

## **ARTICLE 14**

### **COVENANTS REGARDING ONE-STORY ATTACHED HOMES**

Paragraph 14.2.C is hereby deleted in its entirety and is replaced with the following:

14.2.C. Each Owner of a one-story attached unit shall have an easement over the adjacent Owner's portion of a shared roof but only to the extent reasonably necessary to effectuate repairs or the replacement of the roof covering one of the units comprising a one-story attached home. Whenever it is required, the Unit Owner shall obtain a permit from the building department or other proper governmental agency prior to making roof repairs. A permit shall be obtained prior to replacement of a roof. Upon the completion of the repairs or replacement of the roof the Unit Owner shall submit to the Association a copy of the Certificate of Occupancy ("CO") and/or other requisite governmental approval. Only licensed contractors shall be used for roof repairs or roof replacement. In order to conform to the Association's Community wide standards, no changes in roof tile color, material or style may be made without the prior written approval of the Architectural Control Committee ("ACC"). The ACC shall require the written consent of the Owner of the adjacent one-story Unit as a condition of approval for a change in roof tile color, style or material.

## **ARTICLE 15**

### **COVENANTS, CONDITIONS, AND RESTRICTIONS AFFECTING**

#### **NEWPORT AND CATALINA TOWNHOMES UNITS IN RIVERWALK**

Paragraph 15.6 is hereby deleted in its entirety and is replaced with the following:

15.6 Shared Roofing. Each Owner of a townhome Unit shall have an easement over the adjacent Owner's portion of a shared roof but only to the extent reasonably necessary to effectuate repairs or the replacement of the roof covering one unit of an Attached Townhome. Whenever it is required, the Unit Owner shall obtain a permit from the building department or other proper governmental agency prior to making roof repairs. A permit shall be obtained prior to the replacement of the roof. Upon the completion of the repair or replacement of the roof the Unit Owner shall submit to the Association a copy of the Certificate of Occupancy ("CO") and/or other requisite governmental approval. Only licensed contractors shall be used for roof repairs or roof replacement. In order to conform to the Associations Community-Wide Standards no changes in roof tile color, material or style may be made without the prior written approval of the Architectural Control Committee ("ACC"). The ACC shall require the written consent of the Unit Owner of the adjacent townhome as a condition of approval for a change in roof tile color, style or material.

Paragraph 15.7 is hereby amended to read as follows:

15.7 Casualty. If a Unit is damaged through an act of God or other casualty, the affected owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Unit Building. In the event such damage or destruction of a party wall or shared roof is caused solely by the neglect or willful misconduct of an Attached Townhome Owner, any expense incidental to the repair or reconstruction of such wall or shared roof shall be borne solely by such Owner. If the Attached Townhome Owner refuses or fails to pay the cost of the repair or reconstruction, the Association shall have the right to complete the repairs and reconstruction substantially in accordance with the original plans and specifications and the Association shall thereafter have the right to specially assess said Attached Townhome Owner for the costs of such repair and re-construction.

Paragraph 15.9 is hereby amended to read as follows:

15.9 Modifications. No Owner shall paint, refurbish or modify the exterior surfaces of his Unit or of the Unit building. Roof cleaning shall be done uniformly at the same time for the entire shared roof by the Association as a Neighborhood expense, the assessment and allocation of which shall be determined by the Board.

Paragraph 15.12 is hereby added to the Declaration and shall read as follows:

15.12. Casualty Insurance. Each Owner of an Attached Townhome shall maintain physical damage insurance for such home in an amount equal to the replacement value of the home. The Association may require that each Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Special Assessment against such Unit.