

ROBERT L. KAYE  
MICHAEL S. BENDER  
JEFFREY A. REMBAUM  
DEBORAH S. SUGARMAN  
ANDREW B. BLACK  
GERARD S. COLLINS  
KERSTIN HENZE  
SHELLEY J. MURRAY  
EVELYN M. GREENSTONE  
JEFFREY D. GREEN  
EMILY E. GANNON  
DANIELLE M. ZILO  
MICHAEL J. VILLAROSA



MAIN OFFICE:  
1200 PARK CENTRAL BLVD SOUTH  
POMPANO BEACH, FL 33064  
TEL. (954) 928-0680  
FAX (954) 772-0319  
(800) 974-0680

WITH AN ADDITIONAL OFFICE  
IN PALM BEACH GARDENS

ABlack@KBRLegal.Com

*KBRLegal.Com*

October 28, 2014

Governor's Walk Homeowners  
Association, Inc.  
c/o Integrity Property Management, Inc.  
Attn: Cindy Whittle  
5665 Coral Ridge Drive  
Coral Springs, Florida 33076

Re: **Certificate of Amendment to the Declaration of Covenants,  
Restrictions and Easements**

Dear Members of the Board:

I have prepared and enclose a Certificate of Amendment to the Declaration of Covenants, Restrictions and Easements for recording the amendments which were recently passed by the Members of your Association. It will be necessary for the President and Secretary of the Association to sign the Certificate before a Notary Public and return it to me along with your Association check made payable to **Board of County Commissioners** in the amount of **\$35.50** to cover the cost of recording the amendments in the Public Records.

As soon as we receive the recorded copy from the Public Records, we will then forward the original to you for your records. Should you have any questions, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Andrew B. Black', written in a cursive style.

ANDREW B. BLACK

ABB/om  
Enclosure  
cc: Michael S. Bender, Esq.

AMENDMENTS  
TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR  
GOVERNOR'S WALK

(additions indicated by underlining, deletions by "----",  
and unaffected language by ". . .")

ARTICLE 6  
COVENANT FOR ASSESSMENTS

. . .

6.12. Working Capital Contribution. ~~Upon the first conveyance of each Lot and completed residence to any Person, other than (i) an Affiliate, or (ii) an Institutional Mortgagee, acquiring title by foreclosure or deed in lieu of foreclosure, the purchasing owner shall pay to the Association a one-time non-refundable sum equal to One Hundred Dollars (\$100.00), as a working capital contribution ("Contribution") to the Association. The Contribution shall not be considered an advance payment of Assessments and shall be placed in a working capital fund so that the Association will have funds available to advance utility deposits and start-up expenses, including insurance premiums. A "Capital Contribution" in the greater of Five-Hundred Dollars (\$500.00), or such amount to be determined by the Board of Directors from time to time, shall be paid to the Association for each Lot within the Community upon any conveyance of title to that Lot. "Conveyance of Title" shall be defined for the purposes of this Section as any transfer of a Lot, or any interest therein, by sale or gift. The Capital Contribution shall be paid to the Association in addition to any other regular or special assessment. This Section shall not apply to the Association or lenders taking title by foreclosure or a deed in lieu of foreclosure. The Capital Contribution provided for herein shall be delivered to the Association within ten (10) calendar days of closing on the Lot. Should the Capital Contribution not be delivered to the Association pursuant to this Section, the unpaid sum shall be deemed a special assessment against the Lot collectible in the same fashion as any other assessment as provided herein.~~

. . .

ARTICLE 7  
EFFECT OF NON-PAYMENT OF  
ASSESSMENTS; REMEDIES OF THE ASSOCIATION

...

7.03. Subordination of the Lien to Institutional Mortgages. Anything herein to the contrary notwithstanding, the lien securing Assessments provided for in this Declaration shall be subordinate to the lien of any Institutional Mortgage made in good faith and recorded prior to the date on which a Notice of Lien is recorded. The sale or transfer of any interest in any Lot shall not affect the Assessment lien. However, except for the unpaid Assessments the holder of the first mortgage (or any other recipient of title to a Lot pursuant to a foreclosure or deed in lieu of foreclosure) is responsible for as set forth below and in accordance with Chapter 720 of the Florida Statutes, as it may be amended from time to time, the sale or transfer of any Lot pursuant to foreclosure of such Institutional Mortgage or deed in lieu thereof (if such Institutional Mortgage was recorded prior to the recording of a Notice of Lien) shall extinguish the lien of such Assessments as to installments and other sums which became due prior to such sale or transfer. ~~Such sale or transfer shall also extinguish the personal liability for such Assessments as to such transferees, but not as to the Owner of the Lot at the time the Assessments were due.~~ However, ~~n~~ No sale or transfer shall relieve the transferees of such Lot from liability for any installments of Assessments thereafter becoming due or from the lien therefor. Notwithstanding anything to the contrary contained herein, a holder of a first mortgage that acquires title to any Lot pursuant to a foreclosure or deed in lieu of foreclosure of its own mortgage shall be liable for the payment of the lesser of the unpaid Assessments against the Lot that came due during the 12 months immediately preceding the acquisition of title, or one (1%) percent of the original mortgage debt, or such other amount as provided in Section 720.3085, F.S., as it may be amended from time to time, any of which shall be an Assessment against the Lot. All other recipients of title shall be jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of transfer of title, as provided in Section 720.3085, F.S., as it may be amended from time to time, which shall be an Assessment against the Lot.

...

ARTICLE 13  
RENTAL RESTRICTION

...

13.03 Upon the effective date of this amendment, no Lot shall be leased during the first twelve (12) months following the acquisition of title. In the event title to the Lot is acquired with a tenant in possession under a previously approved lease, the lease may continue for the duration of the existing approved lease term. Upon the termination of that lease, the Lot shall not be leased for the next twelve (12) month period. This Section shall not apply to any Lot owned by the Association.

...

THIS INSTRUMENT WAS PREPARED BY:  
KAYE BENDER REMBAUM, P.L.  
ANDREW B. BLACK, ESQ.  
1200 PARK CENTRAL BOULEVARD SOUTH  
POMPANO BEACH, FLORIDA 33064

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR  
GOVERNOR'S WALK**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Restrictions and Easements for Governor's Walk, as described in Official Records Book 21723 at Page 125 of Broward County, Florida were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 3<sup>rd</sup> day of November, 2014, at Coral Springs, Broward County, Florida.

By: [Signature]

Print: Tommy [Signature]

Attest: [Signature]

Print: Cynthia G. White

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2014 by [Signature] as President and [Signature] as Secretary of Governor's Walk Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced [Signature] as identification.

NOTARY PUBLIC:



HEATHER FISHBOUGH  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE222291  
Expires 8/5/2016

sign [Signature]

print Heather Fishbough  
State of Florida at Large

My Commission Expires: