



CFN 20140219512  
 OR BK 26853 PG 1058  
 RECORDED 06/13/2014 08:38:11  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1058 - 1061; (4pgs)

Prepared by and Return to:  
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,  
 CONDITIONS, AND RESTRICTIONS OF TURTLE CAY**

WE HEREBY CERTIFY that the attached amendment to the Declaration of Covenants, Conditions, and Restrictions of Turtle Cay, as recorded in the Official Records of Palm Beach County, Florida, at Book 14027, and Page 53, were duly adopted in the manner proscribed therein, as provided for in Article XII, Section 2 at a meeting of the membership on December 18, 2006.

IN WITNESS WHEREOF, we have affixed our hands this 14<sup>th</sup> day March, 2014, as follows:

Signed, sealed and delivered in the presence of:

[Signature]  
 Witness Signature

[Signature]  
 Brett Mathews, President

Rebecca Sigler  
 Printed Name of Witness

T Nowack  
 Witness Signature

T. Nowack  
 Printed Name of Witness

STATE OF FLORIDA }  
 COUNTY OF PALM BEACH }

I HEREBY CERTIFY; that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Brett Matthews to me known to be the person described in, and who executed the foregoing Certificate of Amendment and that they acknowledged before me that same was executed for the purposes expressed herein. I relied upon the following form(s) of identification of the above named person(s) personally known to me

WITNESS my hand and official seal in the County and State last aforesaid this 14<sup>th</sup> day MARCH 2014

[Signature]  
 Notary Signature

Comm. #/Expiration Date \_\_\_\_\_  
 (SEAL)

Printed Notary Name



Signed, sealed and delivered in the presence of:

[Signature]  
Witness Signature

Candiss Fedrik  
Printed Name of Witness

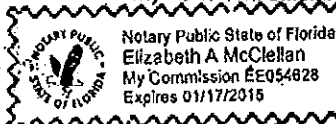
[Signature]  
Witness Signature

[Signature]  
Printed Name of Witness

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lisa Branon to me known to be the person described in and who executed the foregoing Certificate of Amendment and that they acknowledged before me that same was executed for the purposes expressed herein. I relied upon the following form(s) of identification of the above named person(s) Personally Known.

WITNESS my hand and official seal in the County and State last aforesaid this 4/2/2014



Comm. #/Expiration Date 1/17/2015  
(SEAL)

[Signature]  
Notary Signature

Elizabeth A. McClellan  
Printed Notary Name

## AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF TURTLE CAY

(additions are indicated by underlining, deletions by strike-through, and unaffected language remains without mark)

1. Article VII, Section 2 shall be amended as follows:

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Master Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the property described in Article IV, Section 1 and to provide services, which the Master Association is authorized or required to provide. The expenses incurred by the Master Association to provide additional services to the Townhouses in accordance with Article X, Sections 2 and 3, and any reserves established for such services, shall be assessed solely among the Townhouse Owners equally. The Master Association may establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

2. Article VII, Section 4 shall be amended as follows:

Section 4. Annual Budget of General Expenses. The Master Association shall prepare an Annual Budget not less than thirty (30) days in advance of the commencement of each fiscal year, which shall project the estimated total expenditures for the services set forth in Section 2 above for the forthcoming year. Recreational Expenses may only be included in the budget to the extent they relate to Recreational Facilities owned and/or leased by the Master Association and open to all Owners. No Recreational Expenses relating to any Recreational Facility operated on a Membership Basis shall be contained in the budget; provided, however, that nothing contained herein shall prohibit the Master Association from charging a reasonable fee for the use of any Recreational Facility or from permitting the general public to use the same upon payment of such a fee if it is deemed in the best interest of Turtle Cay. ~~The Master Association shall, at the same time as it prepares the Annual Budget, prepare a schedule which sets forth the amount of the Annual Assessment for each owner, which will depend on the type of Family Dwelling Unit owned.~~ The Master Association shall, at the same time as it prepares the Annual Budget, prepare a schedule which sets forth the additional amount of the Annual Assessment that shall be payable by Townhouse Owners as their pro rate share of the cost for the additional services that are required to be provided by the Master Association in accordance with Article X, Sections 2 and 3.

3. Article X, Section 3 shall be amended as follows:

Section 3. It shall be the duty of the Master Association to maintain and cut the grass located on the Townhouse Owners Property, the cost of such grass maintenance on the Townhouse Owners Property being assumed by the Master Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the Budget as part of the grounds maintenance. It shall be the duty of the Master Association to maintain the grass, shrubs, trees and other landscape improvements on each Townhouse Owners Property (Townhouse Landscape Maintenance). The Townhouse Landscape Maintenance shall include the following services: cutting the grass, trimming shrubs, pruning trees, applying fertilizer and insecticides and such other services as deemed required to maintain the high standards of maintenance within the community. The Master Association may, but shall not be required, to provide mulch for landscape areas. The Master Association shall replace dead or damaged grass, shrubs or trees, but only as they existed in the original landscape plan provided by the developer. The Master Association shall not be responsible to replace grass, shrubs or trees that are damaged by the negligent or willful acts of a Townhouse Owner. The Master Association may, but shall not be required to, replace shrubs or trees that are damaged or destroyed by a hurricane or other natural disasters. The Townhouse Owners shall not plant any trees or shrubbery on his a Townhouse lot without first obtaining the prior written consent of the Master Association. The Master Association shall not be responsible for the maintenance of any landscape improvements made by a Townhouse Owner without the written consent of the Master Association. The Master Association is hereby granted an easement over and across the a Townhouse Owners Lot for the purpose of maintaining and cutting the grass performing the Townhouse Landscape Maintenance and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground Lot without the consent of the Master Association, the said consent being conditioned on the Master Association having free access to the property for the purpose of maintaining and cutting the grass performing the Townhouse Landscape Maintenance.