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Sharon R. Beck, CLERK & COMPTROLLER

RESOLUTION AMENDING THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERMILL HOMEOWNERS ASSOCIATION, INC.

WHEREAS, RIVERMILL HOMEOWNERS ASSOCIATION, INC., is a Florida corporation not-for-profit, and

WHEREAS, RIVERMILL HOMEOWNERS ASSOCIATION, INC., is a homeowners association as set forth in that certain Declaration of Covenants, Conditions and Restrictions as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 11966, Page 1620, and as thereafter amended, and

WHEREAS, a quorum of at least 30% of the voting interests were present in person or by proxy at a special meeting on June 23 2009, and

WHEREAS, at least 67% of the voting interests present, in person or by proxy, at which a quorum was present, affirmatively voted to pass the amendments, and

IT IS HEREBY, RESOLVED, that the attached Amendments to the Declaration of Covenants, Conditions and Restrictions for RIVERMILL HOMEOWNERS ASSOCIATION, INC. were passed by the requisite requirements pursuant to said Declaration.

In WITNESS WHEREOF, RIVERMILL HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this resolution of membership approval of the attached amendments to the Declaration of Covenants, Conditions and Restrictions for RIVERMILL HOMEOWNERS ASSOCIATION, INC., to be executed this 23 day of June, 2009.

Signed, sealed and delivered
In the presence of:

RIVERMILL HOMEOWNERS ASSOCIATION, INC.,

By: , President

Witness to President

Witness to President

ATTEST: , Secretary

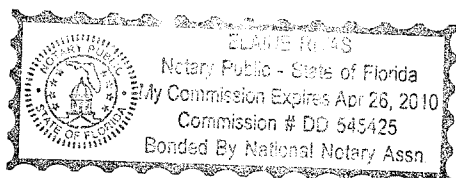
Witness to Secretary

Witness to Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Abel Ruiz who is personally known to me or who produced as identification and who executed the foregoing instrument after being duly sworn, and Graziella Cannuscio who is personally known to me or who produced, _____ as identification and who executed the foregoing instrument after being duly sworn, acknowledged before me that they executed this document freely and voluntarily for the purposes herein stated

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of June, 2009



Notary Public
My Commission Expires:

**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
RIVERMILL**

This amendment amends the current Article 8, Use and Occupancy; Leases; Maintenance, as follows:

Section 8.1.1 For purposes of this Declaration, "Leasing" is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for a period of more than 30 days and/or which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(a) The leasing of Units are subject to the prior written approval of the Association and the Association may deny permission to lease any Unit on any reasonable grounds. In making its determination as to whether to approve a lease of a Unit, the Association shall not discriminate on the grounds of race, gender, religion, national origin, familial status or physical or mental handicap; provided, however, nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease.

(b) Any Unit Owner intending to make a bona fide lease of his or her Unit shall give the Association thirty (30) days advance written notice of such intention, the Unit Owner's mailing address for all future assessment notices and other correspondence, together with the required application and fee, the name and address of the intended lessee, an executed copy of the proposed lease, any and all administrative and estoppel fees as may be required, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended lessee as the Association may reasonably require. Every prospective lessee and occupant over the age of (18) eighteen shall sign the application and Association lease addendum and may be subject to such background checks as may be required by the Board. In addition, the Board may require a personal interview with the prospective lessee and occupants as a further condition to approval. Occupancy of units shall be in accordance with Palm Beach County Codes and the governing documents of the Association.

(c) In addition to any evaluation criteria which the Board may from time to time provide, the following criteria shall be used to evaluate prospective lessees and occupants:

1. Satisfactory employment references, including but not limited to, proof of current employment;
2. Satisfactory references from prior lessors, including a positive record of prompt monthly payment and no damage claims or nuisance type complaints;
3. Satisfactory criminal background check.

(d) The following criteria shall be cause for immediate denial of applications, including but not limited to:

1. Falsifying application information;
2. Incomplete application;
3. History of property destruction;
4. Negative rental history, including but not limited to, noise complaints, eviction proceedings, claims against security deposit, and property damage;
5. Felony record and/or pending felony charges and/or pattern of misdemeanor criminal activity and/or excessive criminal history;
6. Registered as a sex offender;
7. Pending charges, conviction, and/or active parol for any sex crime and/or crimes against children.

(e) Failure to Give Notice: If the notice to the Association herein required is not given, than at any time after receiving knowledge of a transaction or event transferring possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

(f) All Unit Owners shall be jointly and severally liable with their tenants/occupants for any amount which is required by the Association to effect repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant/occupant or for the acts and omission of the tenant/occupant which constitute a violation of, or non-compliance with, the provisions of the governing documents.

(g) There shall be no subleases or assignments of leases without prior written association approval.

(h) Leases of delinquent unit owners will not be approved until the delinquencies are paid.

(i) No lease approved by the Association may be amended or modified without prior written approval by the Association.

(j) The lease addendum is automatically incorporated into the tenant/occupant agreement and/or lease agreement, whether or not signed by the tenants/occupants and/or owners.

(k) Any approval granted herein is condition upon the tenant and occupants abiding by all provisions contained in any governing document of the Association. If the Association determines that a tenant or occupant violates any such provision, the violation will be deemed a material breach of the lease agreement and the Association may revoke its approval and evict tenants.

(l) In the event the lease is disapproved, the Association shall have the right to remove and/or proceed with any and all legal remedies against the Owner and/or tenant, including but not limited to, eviction of the tenant. In the event any damages and/or attorney's fees are incurred by the Association, whether or not a lawsuit is filed, as a result of non-compliance with this Article, the owner and the tenants and/or occupants will be jointly and severally liable for the damages and/or attorney's fees, and it shall become an individual assessment levied against the subject owner.

All other provisions of Article 8 shall remain as written and are not reprinted herein. Text which is neither included or deleted is as currently written. Text which is underlined is added. Text which is stricken out is deleted.

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVERMILL

This amendment amends the current Article 15, Enforcement, as follows:

Section 15.1.1 Fines and Suspension: In addition to the other rights and remedies of the Association, as set forth in the Declaration, the Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines not to exceed the maximum permitted by law per violation, against any member or any tenant, guest, or invitee. A fine may be levied in accordance with the law. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

Section 15.1.2 Suspension of Voting Rights: The voting rights of a member is suspended if the member is delinquent for the nonpayment of regular assessments in excess of 90 days.

All other provisions of Article 15 shall remain as written and are not reprinted herein. Text which is neither included or deleted is as currently written. Text which is underlined is added. Text which is stricken out is deleted.