

PREPARED BY AND
RETURN TO:

SIMON AND SCHMIDT
766 S.E. 5th Avenue
Delray Beach, Florida 33483

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS
OF DAVIS LANDINGS WEST**

WHEREAS, a Declaration of Covenants of Davis Landings West (hereinafter referred to as the "Declaration") was recorded in Official Record Book 28319, at Page 1673, of the Public Records of Palm Beach County, Florida and amended by a First Amendment to Declaration of Covenants of Davis Landings West recorded in Official Record Book 29244, at Page 870, of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article VII, Section 5 of the Declaration provides for the filing of amendments thereto; and

WHEREAS, the Declarant still owns all but one (1) of the Lots as of the date of this Second Amendment and is authorized to make amendments to the Declaration.

NOW, THEREFORE, the aforesaid Declaration is hereby amended as follows (additions are underlined; deletions are ~~struck through~~):

1. **Reference:** A new Article VIII, "Townhomes" is added, to read as follows:

**ARTICLE VIII
TOWNHOMES**

Section 1. Townhomes.

There are eight (8) townhomes located on the Property. Four (4) townhomes are located in one building, and are comprised of Lots 5, 6, 7 and 8 as set forth in Exhibit "A" to the Declaration. Four (4) townhomes are located in a second building, and are comprised of Lots 9, 10, 11 and 12 as set forth in Exhibit "A" to the Declaration. The purpose of the following restrictions is to provide the minimum necessary regulations to protect the interests of the individual Homeowners of each townhome and to protect the interest of the Homeowners as a unit as well as the Declarant. It is recognized that any restriction upon the use of property is undesirable, but it is recognized, with equal force, that the behavior of an individual is not without effect on his neighbors. One of the advantages of this type of home ownership is the

economy with which it can be maintained; however, this cannot be obtained to its greatest extent without the imposition of some rules under which the owners may be guided

Section 2. Party Wall. The buildings described above are so constructed that there is a wall running along a portion of the property line dividing one unit from the other. This wall is, and shall remain, a party wall even though the exact location of said wall may not be centered upon the exact dividing line of the parcels. Said party wall shall remain the common property of the adjoining owners, their respective heirs and assigns so that either of them shall be at liberty to use said wall in any manner so long as it does not interfere with the common use of said wall by the other owners; said wall shall not be extended, nor shall it be carried up to a greater Height, nor shall it be reduced in height or reduced in length; any repairs or maintenance to the wall shall be borne equally by the common owners, except of course, for decorative maintenance within the portion of the building belonging to a particular owner, or repairs necessitated by the negligence of a Homeowner. The obligation for joint maintenance being restricted to structural maintenance requirements.

Section 3. Party Roof.

As the condition of each townhome building's roof affects the condition of all of the units, the roof shall be a party roof for the perpetual benefit of and use by the Homeowners thereof, including their heirs, assigns, successors and grantees of each townhome. In the event it should become necessary or desirable to perform maintenance thereon or to rebuild or repair the whole or any part of any party roof, such expenses shall be shared equally by all townhomes in that building to the extent that such costs are not satisfied from insurance proceeds, if any. All repairs, maintenance and replacements of party roofs shall be approved by the Declarant as to scope of work, specifications of materials and reliability of contractor. Whenever any such party roof or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same time and in the same location where it was initially constructed, and shall be of the same size and of the same or similar materials and like quality. Provided, that if such maintenance, repair or replacement is brought about solely by the neglect or willful misconduct of a particular Homeowner, any expenses incidental thereof shall be borne solely by such Homeowner.

Section 4. Exterior Painting. The exterior of the building shall be painted or stained as one building at such times and in conformity with the approval of the Declarant. In the event it should become necessary or desirable to paint or stain the whole or any part of any townhome building, such expenses shall be shared equally by all townhomes in that building to the extent that such costs are not satisfied from insurance proceeds, if any. Provided, that if such painting or staining is brought about solely by the neglect or willful misconduct of a particular Homeowner, any expenses incidental thereof shall be borne solely by such Homeowner.

Section 5. Costs.

The cost of maintenance and repairs herein provided for, if not paid by the Homeowner of the townhome against which such cost is assessed within thirty (30) days, shall become a lien upon the property of such Homeowner in favor of the Declarant if the declarant pays the same, and such lien may be enforced in the manner allowed for enforcement of liens in Article IV of

the Declaration. The Homeowners do hereby waive the benefit of the Homestead Exemption Law for this purpose and agree that in the event that costs and attorney's fees for collection are accrued, such costs will also become a lien against the property.

This Second Amendment to the Declaration, when recorded in the Public Records of Palm Beach County, Florida, shall be incorporated by reference and made a part of the Declaration of Covenants of Davis Landings West with like effect and to the same extent as though matters set forth herein had originally constituted a part of said declaration of covenants.

Date of execution by Declarant: September 13, 2018.

Signed and executed in the presence of:

COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC., a Florida not-for-profit corporation

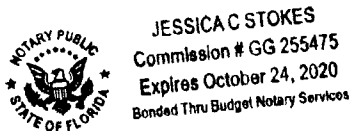
Jessica C Stokes
Print name: Jessica C. Stokes

[Signature]
By: _____
Print name: Cindee LaCourse-Blum
Title: Executive Director

Carol A Crowel
Print name: Carol A Crowel

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13 day of September, 2018, by Cindee LaCourse Blum, as Exec. Director of Community Land Trust of Palm Beach County, Inc., on behalf of the corporation. (S)he is personally known to me or has produced as identification.



Jessica C Stokes
Notary Public
State of Florida
My Commission Expires: