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Prepared By and Return to:  
Richard B. MacFarland, Esq.  
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**AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR RENAISSANCE COMMONS**

THIS AMENDMENT to Master Declaration of Covenants, Restrictions and Easements for Renaissance Commons (the "Amendment") is made this 21<sup>st</sup> day of December, 2005 by **COMPSON ASSOCIATES OF BOYNTON, LLC**, a Florida limited liability company ("Declarant") **COMPSON ASSOCIATES OF BOYNTON II, LLC**, a Florida limited liability company ("Co-Declarant"), **RCC II, LLC**, a Florida limited liability company, **RCC III, LLC**, a Florida limited liability company, **RCC IV, LLC**, a Florida limited liability company, **RCC V, LLC**, a Florida limited liability company, **RCC I, LLC**, a Florida limited liability company, **RCC I, LLC**, a Florida limited liability company, **RCC I, LLC**, a Florida limited liability company, **RCC I, LLC**, a Florida limited liability company, **RCC I, LLC**, a Florida limited liability company and **HOVSTONE PROPERTIES FLORIDA, LLC**, a Delaware limited liability company ("Town & Country").

**BACKGROUND**

Declarant recorded that certain Master Declaration of Covenants, Restrictions and Easements for Renaissance Commons on May 11, 2004 in Official Records Book 16940, Page 94 of the Public Records of Palm Beach County, Florida (the "Declaration"). Thereafter, Declarant recorded that certain Supplemental Declaration for Renaissance Commons and Assignment of Declarant's Rights on January 7, 2005 in Official Records Book, 17987, Page 61 of the Public Records of Palm Beach County, Florida (the "Supplemental Declaration"). Pursuant to the terms of the Supplemental Declaration, Declarant assigned to Co-Declarant all of Declarant's rights, title, interest and obligations solely as to the Additional Property as described in the Supplemental Declaration. The parties to this Amendment represent more than 67% of the Class A Members and all Class B members of the Association as described in the Declaration and the parties desire to amend the Declaration pursuant to Section 15.5 thereof.

**AMENDMENT**

The terms and provisions of the Amendment are hereby amended as follows:

1. There is hereby added to Article I, Definitions, the following:

1.50 "**CDD**" shall mean the Renaissance Commons Community Development District as described in this Amendment.

1.51 "**Town & Country**" shall mean Hovstone Properties Florida, L.L.C., a Delaware limited liability company, and successor by merger to Town & Country Builders, Inc., a Florida corporation.

2. Section 1.30 of the Declaration shall be amended to add to the definition of "Master Common Property" or "Master Common Properties" the following:

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Any portion of the Property conveyed to or owned by the CDD which the Association has agreed to maintain, at the cost and expense of the Association, pursuant to a Maintenance Agreement by and between the Association and the CDD.

3. Section 2.1(c) of the Declaration is hereby deleted and in its place is substituted the following:

The right of the Association, in accordance with the Articles, By-Laws and this Declaration, to borrow money for the purpose of improving the Master Common Properties and for other purposes approved by the Association, with the approval of the Board for loans which do not exceed \$250,000.00, and for loans exceeding \$250,000.00 with the vote or written assent of Members entitled to cast 67% of the votes of each class of Members in the Association then existing, and in aid thereof, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgage lender shall be subordinate to the use rights of the Owners.

4. Article 6 Section 6.4 of the Declaration is hereby deleted and in its place is substituted the following:

6.4 **Declarant and Town & Country Funding of Deficit.** Until such time as Declarant (or Co-Declarant or any assignee of Declarant's rights under Section 15.12 hereof) or Town & Country no longer own or are developing any portion of the Property, or until the Declarant and/or Town & Country notify the Association in writing that Declarant and/or Town & Country elect to pay Common Assessments for Common Expenses, as in the case of any other Owner, Declarant and Town & Country shall not be liable for Common Assessments for Common Expenses for any Lots owned by Declarant or Town & Country, but in lieu thereof, Declarant shall be responsible for 55.4% and Town & Country shall be responsible for 44.6% of all Common Expenses in excess of: (i) the Common Assessments for Common Expenses receivable from the other Owners; and (ii) the "Contribution" (as defined in Section 6.12 of the Declaration as amended herein) receivable from the other Owners (the "Deficit"). During such period when Declarant and Town & Country are not liable for Common Assessments for Common Expenses for Lots owned or being developed by Declarant or Town & Country, the Common Assessments for Common Expenses shall be established by Declarant based upon Declarant's good faith estimate of what the expenses of the Association would be for that period. Such obligation of Declarant and Town & Country to pay the Deficit shall be deemed a Common Assessment and if either Declarant or Town & Country fail to pay same as provided in this Section 6.4 then the Association shall have all the remedies for collection provided in this Declaration. During such period when the Declarant and Town & Country are funding the Deficit, the Declarant and Town & Country shall not be obligated to fund any reserves for the Association. Wherever in this Section it refers to Declarant, it shall also mean Co-Declarant and any assignee of the rights and obligations of Declarant, as to the property owned by Co-Declarant or such assignee. Declarant and/or Town & Country shall each have the right to elect to pay Common Assessments for Common Expenses for the Lots owned by them in lieu of funding the Deficit by written notice to the Association as provided herein, and in such event if either Declarant or Town & Country does not elect to pay Common Assessments for Common Expenses, then the party who does not elect to pay Common Assessments for Common Expenses shall be responsible for funding the entire Deficit and not the

percentage share referred to into in this Section until such time as such party elects to pay the Common Assessments.

5. The first sentence of Section 6.12 of the Declaration is hereby deleted and is replaced with the following:

Upon the first conveyance of each Lot subsequent to the issuance of a certificate of occupancy or its equivalent for improvements constructed on each such Lot, other than an institutional Mortgagee acquiring title by foreclosure or deed in lieu of foreclosure, the purchasing Owner shall pay to the Association as an initial contribution, a sum as determined by the Board from time to time, however, not to exceed the sum equal to three (3) months of Assessments for each Lot.

6. Section 2.1(f) is modified by adding at the end of such Section the following:

for so long as Declarant or Co-Declarant or any assignee of Declarant owns at least one (1) Lot within the Property.

7. A new Section 6.14 is added to the Declaration as follows:

**6.14 Late Charge for Payment of Assessments.** In the event that any Direct Owner or any Neighborhood Association fails to pay any installment of Common Assessments or any Special or Individual Assessments as set forth herein, within ten (10) days after such Assessment shall be due, a late fee in the amount of 5% of such installment shall be paid to the Association. Such late fee is exclusive of any interest and other charges due the Association as set forth in Section 7.1 of the Declaration.

8. A new Section 7.7 is added to the Declaration as follows:

**Section 7.7 Subordination of the Assessment Lien to Rights of Tenants.** Anything herein to the contrary notwithstanding, the Assessment Lien shall be subordinate to the rights of any tenants in possession of any Commercial Property pursuant to written leases thereof and any foreclosure of such Assessment Lien shall be subject to the rights of such tenants.

9. Section 10.2 of the Declaration is amended to add the following:

Except for Neighborhood Associations which provide for bulk trash pick-up, no trash shall be put out for disposal prior to 5:00 p.m. of the day before the trash pick-up and any trash or garbage cans or other receptacles shall be removed and placed back into the storage facility by 8:00 p.m. of the day of pick-up.

10. Section 10.20 of the Declaration is amended to add the following:

Declarant, Co-Declarant and any assignee of the rights of Declarant as provided in the Declaration, and Town & Country shall each have the right to install, operate and maintain a sales trailer, construction trailer and storage trailer within the Property in locations approved by Declarant, until such parties no longer own any Lot, and at such time, such sales trailer, construction trailer and storage trailer shall be removed from the Property.

11. Section 10.23 of the Declaration is hereby deleted.
12. Section 15.11 of the Declaration is amended to add the following:

Any such request for copies of the documents referred to therein must be made by certified mail, return receipt requested, to the office of the Association or to the management company designated by the Association.

13. There is hereby added Article 16 to the Declaration as follows:

**ARTICLE 16**

**COMMUNITY DEVELOPMENT DISTRICT**

16.1 Renaissance Commons Community Development District. It is acknowledged that a community development district known as Renaissance Commons Community Development District ("CDD") has been formed in accordance with Chapter 190, Florida Statutes which will perform and have various of the rights as set forth in this Article.

16.2 Development. The construction of certain public subdivision improvements and infrastructure within or serving the Property, including but not limited to, drainage systems and facilities, sewer and water facilities, public roads and wetland mitigation areas may be financed, by means of bond or other financing through the CDD. The CDD may operate and maintain all or any portion of the facilities financed by it and any other property owned by, or dedicated to, the CDD. Notwithstanding the foregoing, the CDD may enter into an agreement with the Association whereby the Association assumes responsibility for a portion or all of the foregoing maintenance responsibilities and the Association shall have the right to enter into such an agreement. Any or all of the costs of the CDD, including but not limited to the costs of establishing and operating the CDD, the costs of obtaining the financing, any administrative expenses, legal fees, principal and interest charges required for the repayment of the bonds or financing, and the like, will be assessed to the Owners by means of a non-ad-valorem assessment that will appear on the real estate tax bill issued by Palm Beach County.

16.3 Taxes and Assessments. THE CDD MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON ALL OR PORTIONS OF THE PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE CDD. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

16.4 Exemption from Association Assessments. Notwithstanding anything to the contrary contained in this Declaration, the CDD and all of its interest in real property or facilities within the Property shall be exempt from all of the provisions of the Declaration, and all Common Assessments, Special Assessments and fines that may be levied by the Association. The Association is prohibited from filing or attempting to execute upon any claim of lien as to the property or facility interests owned by the CDD,

within the Property, and any such lien or recording of same in the public records shall be deemed null and void ab initio.

16.5 Approval Rights to Amendments. No amendment of this Declaration which would affect the CDD's obligations, property interests, facilities or improvements located within the Property shall be effective unless agreed to in writing by the CDD. The CDD shall be an express third party beneficiary of this Declaration and shall be entitled to enforce its rights hereunder.

16.6 Agreements. The Association may enter into an agreement with the CDD to maintain any property owned by the CDD on such terms and conditions as the Association and the CDD may determine. The CDD shall have the right from time to time to enter upon the Property for the purpose of constructing, operating and maintaining its facilities and services. In the event the CDD desires to transfer title to any of its facilities to the Association, the Association shall be obligated to accept such transfer.

14. The 8 apartment units which have been or will be constructed above retail space within Tract D-2 of Renaissance Commons, a P.U.D., according to the Plat thereof, recorded in Plat Book 102, Page 57, of the Public Records of Palm Beach County, Florida, and the 8 apartment units which have been or will be constructed above retail space within Tract D-9 of Renaissance Commons Plat Two, a P.U.D., according to the Plat thereof, recorded in Plat Book 103, Page 104, of the Official Records of Palm Beach County, Florida, shall not be deemed to be Residential Property but the square footage of such apartments shall be added to the retail space and such Tracts D-2 and D-9 are designated as Commercial Property Lots. Common Assessments shall be calculated for such Commercial Property Lots as set forth in Section 6.3(a) of the Declaration.

[SIGNATURES AND NOTARIES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Amendment has been executed as of the date set forth above.

WITNESSES:

[Signature]  
Name: Michael B. MacFarland

[Signature]  
Name: Jeffrey H. Skatoff

COMPSON ASSOCIATES OF BOYNTON, LLC, a Florida limited liability company

By: [Signature]  
Name: Carl E. Klepper, Jr.  
Title: manager

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this 21<sup>st</sup> day of DECEMBER, 2005, by Carl E. Klepper, Jr. as manager of Compson Associates of Boynton, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

[Signature]

Notary Public

Print Name: \_\_\_\_\_

State of Florida

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA

**Suzanne M. Serpico**

Commission # DD381308

Expires: DEC. 21, 2008

Bonded Thru Atlantic Bonding Co., Inc.

WITNESSES:

[Signature]  
Name: Michael B. MacFarland

[Signature]  
Name: Jeffrey H. Skatoff

COMPSON ASSOCIATES OF BOYNTON II, LLC, a Florida limited liability company

By: [Signature]  
Name: Carl E. Klepper, Jr.  
Title: manager

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this 21<sup>st</sup> day of DECEMBER, 2005, by Carl E. Klepper, Jr. as manager of Compson Associates of Boynton II, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

[Signature]

Notary Public

Print Name: \_\_\_\_\_

State of Florida

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA

**Suzanne M. Serpico**

Commission # DD381308

Expires: DEC. 21, 2008

Bonded Thru Atlantic Bonding Co., Inc.

WITNESSES:

Name: Richard A. Magrinal  
Name: Jeffrey H. Skutumpah

RCC I, LLC, a Florida limited liability company  
By: [Signature]  
Name: Carl E. Klesper Jr  
Title: manager

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this 21<sup>st</sup> day of DECEMBER, 2005, by Carl E. Klesper Jr, as manager of RCC I, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

Suzanne M. Serpico  
Notary Public  
Print Name: Suzanne M. Serpico  
State of Florida  
My Commission Expires: DEC. 21, 2008  
Commission #DD381308  
Bonded Thru Atlantic Bonding Co., Inc.

WITNESSES:

Name: Richard A. Magrinal  
Name: Jeffrey H. Skutumpah

RCC II, LLC, a Florida limited liability company  
By: [Signature]  
Name: Carl E. Klesper Jr  
Title: manager

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this 21<sup>st</sup> day of DECEMBER, 2005, by Carl E. Klesper Jr, as manager of RCC II, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

Suzanne M. Serpico  
Notary Public  
Print Name: Suzanne M. Serpico  
State of Florida  
My Commission Expires: DEC. 21, 2008  
Commission #DD381308  
Bonded Thru Atlantic Bonding Co., Inc.

WITNESSES:

[Signature]  
 Name: Michael A. Macip  
[Signature]  
 Name: Jeffrey H. Stutts

RCC III, LLC, a Florida limited liability company

By: [Signature]  
 Name: Carl E. Kupper Sr.  
 Title: Manager

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this 21<sup>st</sup> day of DECEMBER, 2005, by Carl E. Kupper Sr., as Manager of RCC III, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

Suzanne M. Serpico  
 Notary Public  
 Print Name: Suzanne M. Serpico  
 State of Florida  
 My Commission Expires: DEC. 21, 2008  
 NOTARY PUBLIC-STATE OF FLORIDA  
 Commission #DD381308  
 Expires: DEC. 21, 2008  
 Bonded Thru Atlantic Bonding Co., Inc.

WITNESSES:

[Signature]  
 Name: Michael A. Macip  
[Signature]  
 Name: Jeffrey H. Stutts

RCC IV, LLC, a Florida limited liability company

By: [Signature]  
 Name: Carl E. Kupper Sr.  
 Title: Manager

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this 21<sup>st</sup> day of DECEMBER, 2005, by Carl E. Kupper Sr., as Manager of RCC IV, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

Suzanne M. Serpico  
 Notary Public  
 Print Name: Suzanne M. Serpico  
 State of Florida  
 My Commission Expires: DEC. 21, 2008  
 NOTARY PUBLIC-STATE OF FLORIDA  
 Commission #DD381308  
 Expires: DEC. 21, 2008  
 Bonded Thru Atlantic Bonding Co., Inc.



WITNESSES:

[Signature]  
Name: Michael A. MacFarland  
[Signature]  
Name: Jeffrey H. Skutumpah

RCC V, LLC, a Florida limited liability company

By: [Signature]  
Name: Carl E. Klagsas - Jr  
Title: manager

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this 21<sup>st</sup> day of DECEMBER 2005, by Carl E. Klagsas - Jr as Manager of RCC V, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

[Signature]

Notary Public  
Print Name:  
State of Florida  
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
**Suzanne M. Serpico**  
Commission # DD381308  
Expires: DEC. 21, 2008  
Bonded Thru Atlantic Bonding Co., Inc.

WITNESSES:

[Signature]  
Name: Michael A. MacFarland  
[Signature]  
Name: Jeffrey H. Skutumpah

RCR HOLDINGS I, LLC, a Florida limited liability company

By: [Signature]  
Name: Carl E. Klagsas - Jr  
Title: manager

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this 21<sup>st</sup> day of DECEMBER 2005, by Carl E. Klagsas - Jr as Manager of RCR Holdings I, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

[Signature]

Notary Public  
Print Name:  
State of Florida  
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
**Suzanne M. Serpico**  
Commission # DD381308  
Expires: DEC. 21, 2008  
Bonded Thru Atlantic Bonding Co., Inc.

WITNESSES:

[Signature]  
Name: Michael A. MacFarland  
[Signature]  
Name: Jerry H. Stahl

RCR/HOLDINGS II, LLC, a Florida limited liability company

By: [Signature]  
Name: Carl E. Klagsbrun  
Title: Managing Director

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this 21<sup>st</sup> day of DECEMBER, 2005, by Carl E. Klagsbrun, as Manager of RCR Holdings II, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

[Signature]

Notary Public  
Print Name: \_\_\_\_\_  
State of Florida  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
**Suzanne M. Serpico**  
Commission # DD381308  
Expires: DEC. 21, 2008  
Bonded Thru Atlantic Bonding Co., Inc.

THIS IS NOT A CERTIFIED COPY

WITNESSES:

HOVSTONE PROPERTIES FLORIDA, L.L.C.  
a Delaware limited liability company

Name: [Signature]

By: [Signature]  
Name: Timothy R. Kelly  
Title: President

Name: JEFFREY T. SCHNAUS

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this 21<sup>st</sup> day of DECEMBER, 2005,  
by Timothy R. Kelly, as President of Hovstone Properties Florida, L.L.C.,  
a Delaware limited liability company, on behalf of the company, who is personally known to me.

Suzanne M. Serpico  
Notary Public

Print Name: \_\_\_\_\_  
State of Florida  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
**Suzanne M. Serpico**  
Commission #DD381308  
Expires: DEC. 21, 2008  
Bonded Thru Atlantic Bonding Co., Inc.

THIS IS NOT A CERTIFIED COPY