

ROBERT L. KAYE, B.C.S.*
MICHAEL S. BENDER, B.C.S.*
JEFFREY A. REMBAUM, B.C.S.*

ANDREW B. BLACK, B.C.S.*
SHAWN G. BROWN, B.C.S.*
GERARD S. COLLINS
PETER C. MOLLENGARDEN, B.C.S.*
DEBORAH S. SUGARMAN

DANIELLE M. BRENNAN, B.C.S.*
OLIVIA L. CATO
EMILY E. GANNON
JEFFREY D. GREEN
KAREN A. GREEN
NICOLE E. HALPRYN
ALLISON L. HERTZ, B.C.S.*
JAY S. LEVIN
LAUREN T. SCHWARZFELD
STUART M. SMITH

KERSTIN HENZE, OF COUNSEL
LISA A. MAGILL, B.C.S.*, OF COUNSEL
KARINA N. SKEIE, OF COUNSEL

KBR Kaye Bender
Rembaum, P.L.
Attorneys At Law

Serving clients throughout Florida

REPLY TO:

Palm Beach Gardens Office:

9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410
Tel: (561) 241-4462
Fax: (561) 223-3957
JRembaum@KBRLegal.Com

*BOARD CERTIFIED SPECIALIST IN
CONDOMINIUM AND PLANNED
DEVELOPMENT LAW

SCANNED
Brian & Cinthya M.

RECEIVED
APR 14 2022
BY:

April 11, 2022

ATTORNEY/CLIENT WORK PRODUCT
PRIVILEGED AND CONFIDENTIAL

VIA E-MAIL – matt.berkis@mattamycorp.com (M. Berkis)
E-MAIL – briantight@yahoo.com (B. Tight)
AND REGULAR U.S. MAIL

Telaro Homeowners Association, Inc.
Board of Directors
c/o Brian Tight, LCAM
Campbell Property Management
401 Maplewood Drive, Suite 23
Jupiter, FL 33458

RE: Certificate of Amendment to Declaration of Covenants

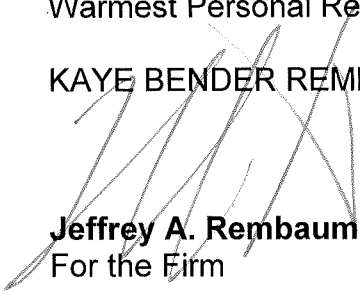
Dear Board Members,

Enclosed please find the original recorded Certificate of Amendment to the Declaration of Covenants, Conditions, and Restrictions for Telaro at Tradition, which was recorded in the Official Records of St. Lucie County on March 29, 2022 in Official Records Book 4798, at Page 1871. Please retain this document in the Association's official records.

Please feel free to contact me if you have any questions or concerns.

Warmest Personal Regards,

KAYE BENDER REMBAUM, P.L.



Jeffrey A. Rembaum, Esq.
For the Firm

JAR/tr
Enclosure

Additional Office Locations:

BROWARD County:
1200 PARK CENTRAL BLVD, SOUTH
POMPANO BEACH, FL 33064
TEL. 954.928.0680 FAX 954.772.0319

MIAMI-DADE County:
SATELLITE OFFICES BY
APPOINTMENT ONLY

HILLSBOROUGH County:
1211 N. WESTSHORE BLVD, SUITE 409
TAMPA, FL 33607
TEL. 813.375.0731 FAX 813.252.3057

Prepared by and return to:

Jeffrey Rembaum, Esquire
Kaye Bender Rembaum, PL
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5016064 03/29/2022 10:42:55 AM
OR BOOK 4798 PAGE 1871 - 1875 Doc Type: CTF
RECORDING: \$44.00

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
TELARO AT TRADITION**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TELARO AT TRADITION (this "Certificate") is made this 21st day of March, 2022 by **MATTAMY PALM BEACH LLC**, a Delaware limited liability company authorized to do business in Florida (the "Declarant"), and joined by **TELARO HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (the "Association").

RECITALS

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Telaro at Tradition is recorded in the Official Records of St. Lucie County, Florida in Official Records Book 4762, Page 2392 (the "Declaration"); and

WHEREAS, pursuant to Section 12.1 of the Declaration, prior to "Turnover" (as such term is defined in the Declaration), the Declarant may amend the Declaration by an instrument in writing signed by the Declarant and joined by the Association; and Turnover has yet to occur; and

WHEREAS, the Declarant, with the joinder and consent of the Association, desires to amend the Declaration as further set out in this Certificate.

NOW, THEREFORE, the Declarant, with the joinder and consent of the Association, hereby amends the Declaration as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.
2. **Amendment**. The Declaration is hereby amended as set out in the Amendment to Declaration Covenants, Conditions, and Restrictions for Telaro at Tradition, attached hereto and incorporated as if fully set forth herein as Exhibit "A".

IN WITNESS WHEREFORE, the Declarant, joined by the Association, has executed this Certificate on the date set forth below.

Signed, Sealed and Delivered
in the presence of:

Jason Corp

Print Name: Jason Corp

Jacalyn DiNatali

Print Name: Jacalyn DiNatali

DECLARANT

MATTAMY PALM BEACH LLC,
a Delaware limited liability company authorized to
do business in Florida

By: [Signature]
Anthony Palumbo, its Vice President

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical appearance or
☐ online notarization, this 21 day of March, 2022, by Anthony Palumbo as Vice President of
MATTAMY PALM BEACH LLC, a Delaware limited liability company authorized to do business in Florida,
who ☒ is personally known to me or ☐ produced _____ as identification and did
not take an oath.



[Signature]
Notary Public, State of Florida
Julie Hurst
Print Name of Notary Public

My Commission Expires:

**JOINDER AND CONSENT OF
TELARO HOMEOWNERS ASSOCIATION, INC. TO
CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
TELARO AT TRADITION**

TELARO HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, hereby consents to and joins the Certificate of Amendment to Declaration of Covenants, Conditions, and Restrictions for Telaro at Tradition on the date set forth below.

**Signed, Sealed and Delivered
in the presence of:**

Jason Corp

Print Name: Jason Corp

Jacalyn DiNatali

Print Name: Jacalyn DiNatali

ASSOCIATION

**TELARO HOMEOWNERS ASSOCIATION,
INC.**

a Florida not for profit corporation

By: *M. Berkis*
Matt Berkis, Its President

STATE OF FLORIDA)
) **ss:**
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 21 day of March, 2022, by Matt Berkis as President of **TELARO HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, who ☒ is personally known to me or ☐ produced _____ as identification and did not take an oath.



Julie G. Hurst
Notary Public, State of Florida
Julie Hurst
Print Name of Notary Public

My Commission Expires:

EXHIBIT "A"

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
TELARO AT TRADITION**

(new language shown by underline;
deleted language shown by ~~strikeout~~;
" * * *" shows unaffected language)

Article XVII of the Declaration of Covenants, Conditions, and Restrictions for Telaro at Tradition is hereby amended to provide as follows:

**ARTICLE XVII
HOUSING FOR OLDER PERSONS**

* * *

17.5 Occupancy Monitoring. It shall be the responsibility of the Board to monitor the age of all occupants within the community to ensure that at least eighty percent (80%) of the Homes are occupied by at least one (1) person fifty-five (55) years of age or older and that not more than twenty percent (20%) of the Homes are occupied only by persons under the age of fifty-five (55). ~~The Board shall also be responsible for complying with the provisions of section 760.29(e), Florida Statutes, regarding registration of the Community with the Florida Commission on Human Relations and submitting a letter to said commission regarding compliance with section 760.29, Florida Statutes, as amended.~~ The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements. Each Owner shall timely, fully, and truthfully respond to any and all requests by the Association for information regarding the occupancy of the Home which in the judgment of the Board is reasonably necessary to monitor compliance with the foregoing.

17.6 Enforcement of Provisions. Without limitation of other remedies available to the Association, the Association shall have the right, without obligation, to evict/eject any tenant or occupant of any Home whose tenancy or occupancy of the Home does not comply with the requirements and restrictions of this Declaration. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO

DISPOSSESS, EVICT, EJECT OR OTHERWISE REMOVE ANY TENANT OR OCCUPANT OF ANY HOME AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS DECLARATION. The County and the School Board of St. Lucie County (the "School Board") shall have the right, but not the obligation, to take enforcement action, at law or in equity, including a civil action for an injunction and penalties, against the Association to compel it to correct any non-compliance with the terms and provisions of Article XVII of this Declaration and/or to prevent the violation or breach of the terms and provisions of Article XVII of this Declaration; provided, however, the failure of the County or the School Board to enforce the provisions of Article XVII of this Declaration shall not be deemed or construed as a waiver of such right or of the right to thereafter enforce the provisions of Article XVII of this Declaration, and no waiver of any non-compliance with the provisions of Article XVII of this Declaration shall be held to constitute a waiver of any other or subsequent breach or non-compliance.

17.7 County Educational Facilities Impact Fees. Article II of Chapter 24 of the St. Lucie County Code of Ordinances (the "Educational Facilities Impact Fee Ordinance") exempts any land development designated as an adult facility or residential structure in which minors cannot reside because of enforceable land use restrictions from the required payment of impact fees payable pursuant to the Educational Impact Fee Ordinance (the "Educational Facilities Impact Fees"). Notwithstanding anything to the contrary in this Declaration, no amendment to or affecting Article XVII of this Declaration or any subsection thereof shall be made or effective unless notice of such amendment is delivered to the County and the School Board, and such amendment receives the prior written consent of the School Board. In the event any amendment to or affecting Article XVII of this Declaration or any subsection thereof is approved by the School Board and results in the loss of the exemption from payment of Educational Facilities Impact Fees pursuant to the Educational Facilities Impact Fee Ordinance, then the Declarant, if prior to Turnover, or the Association, after Turnover, shall deliver to the County the amount of applicable Educational Facilities Impact Fees in effect at the time of such an amendment and payable in accordance with the Educational Facilities Impact Fee Ordinance.