

CFN 20190266070

DR BK 30762 PG 1789  
RECORDED 07/19/2019 15:33:22  
Palm Beach County, Florida  
Sharon R. Back, CLERK & COMPTROLLER  
Pgs 1789 - 1790; (2pgs)

This instrument was prepared by:  
Paula S. Marra, Esq.  
Rosenbaum PLLC  
250 S. Australian Avenue, 5th Floor  
West Palm Beach, Florida 33401

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR BOYNTON WATERS**

WHEREAS, the **Declaration of Covenants and Restrictions for Boynton Waters** (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **7309** at Page **1975** et. seq.;

WHEREAS, at a duly called and noticed meeting of the membership of **Boynton Waters Homeowners' Association, Inc.**, a Florida not-for-profit corporation, held on April 22, 2019, the attached amendments to the Declaration were approved by the membership pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Declaration are a true and correct copy of the amendments as amended by the membership:

(See attached Amendments to the Declaration)

Witness No. 1

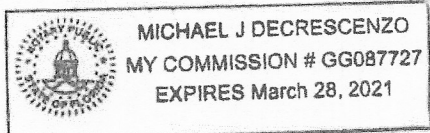
Lauri Mucciolo  
(PRINT NAME)

Witness No. 2

BARBARA J. Souto  
(PRINT NAME)

STATE OF FLORIDA:  
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Rosendo Souto and Charles Mucciolo, as President and Secretary respectively, of **Boynton Waters Homeowners' Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath.



**BOYNTON WATERS HOMEOWNERS'  
ASSOCIATION, INC.**

By:

Rosendo Souto, President

Attest:

Charles Mucciolo, Secretary

(Signature)  
Michael J. Decrescenzo  
(Print Name)  
Notary Public, State of Florida at Large

**AMENDMENTS TO THE**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR BOYNTON WATERS**

(Underlined material indicates new language)  
(Strikethroughs indicate deleted language)

**Section 11, entitled "Visibility at Intersections", of Article VI, entitled "General Restrictive Covenants" of the Declaration, is amended as follows:**

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted. It is the Owner(s) sole obligation to maintain his/her Lot so that no obstruction to visibility is created or occurs.

**Section 10, entitled "Leasing", of Article VIII, entitled "General Provisions" of the Declaration is deleted in its entirety, as follows:**

Section 10. ~~Leasing.~~

~~Rental or leasing of residences constructed on any Lot is prohibited except for a lease in excess of three (3) months duration.~~



CFN 20190266085

OR BK 30762 PG 1822  
 RECORDED 07/19/2019 15:36:05  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1822 - 1832; (11pgs)

This instrument was prepared by:  
 Paula S. Marra, Esq.  
 Rosenbaum PLLC  
 250 S. Australian Avenue, 5th Floor  
 West Palm Beach, Florida 33401

**CERTIFICATE OF AMENDMENT TO THE  
 DECLARATION OF COVENANTS AND RESTRICTIONS  
 FOR BOYNTON WATERS**

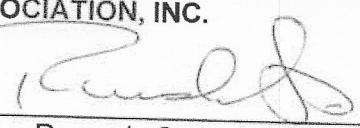
WHEREAS, the **Declaration of Covenants and Restrictions for Boynton Waters** (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **7309** at Page **1975** et. seq.;

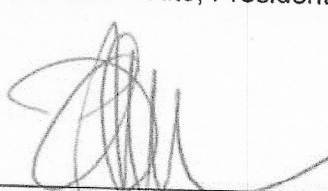
WHEREAS, at a duly called and noticed meeting of the membership of **Boynton Waters Homeowners' Association, Inc.**, a Florida not-for-profit corporation, held on June 11, 2019 as recessed and reconvened on June 27, 2019, the attached amendments to the Declaration were approved by the membership pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Declaration are a true and correct copy of the amendments as amended by the membership:

*(See attached Amendments to the Declaration)*

**BOYNTON WATERS HOMEOWNERS'  
 ASSOCIATION, INC.**

By:   
 Rosendo Souto, President

Attest:   
 Charles Mucciolo, Secretary

Witness No. 1

Manuel Lozano  
 (PRINT NAME)

Witness No. 2

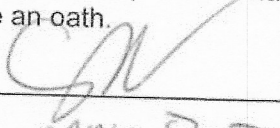
Michael DeCrescenzo  
 (PRINT NAME)

STATE OF FLORIDA:  
 COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 2 day of July, 2019, by Rosendo Souto and Charles Mucciolo, as President and Secretary respectively, of **Boynton Waters Homeowners' Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced FLORIDA DRIVER LICENSE as identification and did take an oath.



Craig Port  
 Notary Public  
 State of Florida  
 My Commission Expires 8/19/2020  
 Commission No. 99 14676

 (Signature)  
Craig Port (Print Name)  
 Notary Public, State of Florida at Large



**AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR BOYNTON WATERS**

(Underlined material indicates new language)  
(Strikethroughs indicate deleted language)

1. Section 9 entitled "Subordination of the Lien to First Mortgages", of Article IV, entitled "Covenant For Maintenance Assessments" of the Declaration is amended as follows effective only against mortgages recorded after the effective date of this amendment:

9. Subordination of the Lien to First Mortgages.

An Institutional first Mortgagee with a duly recorded first mortgage recorded prior to the effective date of this amendment shall maintain the following right: the lien of the assessments provided for in this Article IV shall only be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An "Institutional Lender" is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of where any mortgage held by any of them originated. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, an all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessments which cannot be collected as a lien against any Lot by reason of the provisions of this Section 9, shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure took place.

If an Institutional Mortgagee, who duly records a valid first mortgage against a Lot after the date of recording of this amendment to Article IV, Section 9 of the Declaration, acquires title to a Lot as a result of foreclosure of its first mortgage, or as a result of a valid deed given in lieu of foreclosure, such first Institutional Mortgagee shall be liable to the Association for the lessor of the Lot's unpaid Common Assessments for Common Expenses, Individual Assessments, and Special Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or one percent (1%) of the original mortgage debt. Notwithstanding the foregoing, if Florida Statutes, Chapter 720 is hereafter amended, from time to time, to provide for additional or expanded liability for assessments than provided for in this Section, an



Institutional Mortgagee is subject to the additional or expanded liability pursuant to the amended Chapter 720. All other persons or entities, including Institutional Mortgagees of a second mortgage, equity line of credit or other loan product that is not a first mortgage loan, who acquire title to a Lot as the result of a foreclosure or other Court ordered sale, shall be obligated to pay all unpaid Common Assessments for Common Expenses, Individual Assessments, and Special Assessments that accrued or came due during prior to acquiring title to said Lot and for which payment in full has not been received by the Association, as well as unpaid interest and late charges due and owing to the Association, as well as all costs and attorneys' fees incurred by the Association prior to said acquisition of title. Any unpaid share of Common Assessments for Common Expenses, Individual Assessments, and Special Assessments as a result of the foreclosure of a first mortgage, or as the result of a valid deed given in lieu of foreclosure shall be deemed to be part of the a Common Expenses collectible from all Owners of Lots, including an Institutional Mortgagee of a first mortgage that acquirers title to a Lot as a result of foreclosure of a first mortgage, or as the result of a deed given in lieu of foreclosure.

**2. Section 6, entitled "Nuisances", of Article VI, entitled "General Restrictive Covenants" of the Declaration is amended as follows:**

Section 6. Nuisances

A. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing and such decision shall be final. No Owner shall use his Lot, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another home, or which would not be consistent with the maintenance of the highest standards for a first class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each Lot shall be consistent with all applicable existing laws, the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. No unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all applicable governmental authorities shall be complied with at all times by all Owners, occupants, tenants, guests and invitees. The Board of Directors determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

**3. Article I, entitled "Definitions" of the Declaration of Covenants and Restrictions for Boynton Waters (hereafter referred to as the Declaration) is amended, to add the following definitions:**

(i) "Family" shall mean and refer to (i) grandparents, parents, children, grandchildren, brothers and sisters, whether by marriage, legal adoption or blood, and their spouses and children, of either the property owner or spouse of the property owner, (ii) a single individual, or (iii) two or more individuals, including domestic partners, who are legally entitled to co-habitat as a single housekeeping unit under federal, state or county laws.

(j) "Act" or "Acts" shall mean and refer to Chapter 617 and Chapter 720, Florida Statutes as each of these Chapters of the Florida Statutes may be amended from time to time, unless expressly stated otherwise, pursuant to which the Association shall be governed.

(k) "Guest" shall mean and refer to any person who is physically present in, or occupies a Lot on a temporary basis (which shall be for no longer than thirty (30) days during any twelve (12) month period) at the invitation of the Owner or legally permitted occupant, without the payment of consideration.

(l) "Governing Documents" shall mean and refer to this Declaration, and the Association's Articles of Incorporation, Bylaws and rules and regulations, as they each may be amended from time to time.

**Article VII, entitled "Sales Activity and Declarant's Rights" of the Declaration is amended to delete such Section in its entirety and is replaced with the following language:**

#### Sales Activity and Declarant's Rights

~~Notwithstanding any provision herein to the contrary, until the Declarant has completed, sold and conveyed all of the Lots within the Properties, neither the Owners, nor the Association nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots, and any other sales activity of the Declarant whether related to The Properties or to other developments of Declarant. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, model homes, and/or parking lots, for the showing of the property and display of signs, billboards, flags, placards, and visual promotional materials. The Declarant shall have the right to use common parking spaces, if any, located on the Common Areas for prospective purchasers and such other parties as Declarant determines. Declarant reserves the right to complete the development of The Properties, including the Common Areas, notwithstanding that a purchaser of any Lot has closed title to his Lot.~~

#### Article VII Ownership and Leasing of Lots.

##### Section 1. General Restrictions

In order to assure a community of congenial and financially responsible residents, inhibiting transiency, preventing a motel-like atmosphere, and facilitating the development of a stable, quiet community and enhancing peace of mind for all residents, and thus protect the value of the Lots (hereafter referred to interchangeably as a "Lot or "Home"), the sale, lease, or other transfer of Homes shall be subject to the provisions of this Declaration. No Home shall be used for any purpose other than as a single family residential dwelling occupied by one single Family as defined herein. No Owner may own more than two (2) Lots within the Association. All leases of Homes must be in writing. An Owner may lease only his entire Home to a single Family (except for one Roommate as provided herein) and then only in accordance with this Declaration after



receiving the approval of the Association. Subleasing is strictly prohibited. The lessee of a Home must be a natural person and cannot be an artificial entity such as a corporation, partnership, limited liability company, trust, etc. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered. No purchase, lease or other transfer of any interest in a Lot shall commence without the Owner of the Lot first obtaining the written approval of such purchase, lease or other transfer by the Association, in accordance with the Declaration.

Section 2. Lease Restrictions. The leasing of Lots shall be subject to the following additional restrictions:

A. Roommate. Shall be defined as one person, who is not Family to the Owner, who pays rent or other financial consideration or otherwise contributes financially to the upkeep of the Lot, shall be considered a lessee or tenant co-habiting with the Owner, which shall be permitted; provided, however, no more than one Roommate is permitted to reside at any one time. The 24 month Wait Period required by Section 2, D, below shall not apply to a Roommate. The tenancy of a Roommate shall not be included in the Restriction on Number of Lots Leased required by Section 2, D. Tenants are not permitted to have a Roommate. Prior to commencing occupancy of the Home, the Roommate shall adhere to the requirements of this Article VII. Failure to comply with this paragraph or any other provision of the Governing Documents of the Association shall entitle the Association to evict the non-owner Roommate in the same manner as a lessee or tenant under Part II of Chapter 83, Florida Statutes.

B. Owner's Responsibilities. The proposed lease of a Home shall provide that it is subject to the approval by the Association. All proposed lessees and intended adult occupants must also complete an application to lease form in full, submit themselves to a background search, including, criminal history, residential history or otherwise, pay all screening fees, and provide a damage deposit, as a pre-condition to approval. The Association may require the use of a uniform lease or require the addition of an addendum (hereafter referred to as the "Mandatory Lease Addendum"), protecting the Association's interests. Any lease made in violation of this paragraph or any other provision of the Governing Documents shall be deemed void ab initio, except if subsequently approved by the Association. A renewal or extension of any lease term to the same lessee shall be considered a new lease and approval of the Association for such new lease shall be required.

C. Lease Term. All leases shall have a lease term of at least twelve (12) months. No Owner may lease a Lot more than once in any 12-month period. The Board of Directors of the Association reserves the right to permit an Owner to extend an approved lease scheduled to expire for a renewal term of less than 12 months or to lease their Lot more than once in any 12-month period based on hardship circumstances of either the Owner or lessee(s), qualification for which shall be determined by the Board on a case-by-case basis. By way of illustration only, and without limitation, hardship exceptions include circumstances where the Owner has suffered or sustained a severe or debilitating injury or illness, or where the tenant is in the process of relocating but is unable to take possession of his or her new residence prior to the expiration of the approved lease term, and needs to renew the lease for a period less than 12 months.

D. Waiting Period to Lease a Lot/Restriction on Number of Lots Leased. An Owner may not rent or lease a Lot during the first twenty-four (24) months of ownership ("24-month Wait Period"). In the event that title to a Lot is acquired subject to an approved lease, the Owner of such Lot shall be prohibited from leasing the Lot for a period of twenty-four (24) months commencing at the end of the lease term in existence at the time of transfer of title to the Lot. Ownership is hereby defined to commence upon the date that a valid deed of conveyance of the subject Lot is recorded in the Public Records of Palm Beach County, Florida. The 24-month Wait Period contained in this paragraph shall not apply when: (i) an institutional lender or the Association takes title to a Lot by foreclosure or deed-in-lieu of foreclosure; (ii) a Lot Owner transfers an interest in a Lot to his or her spouse or domestic partner; (iii) a Lot Owner transfers the Lot to a trust created by the Lot Owner for estate planning purposes and the Lot Owner is also the beneficiary or trustee of the trust. An Owner may not rent or lease a Lot if there are nine (9) Lots in the Association subject to a lease or rental at the time the Owner applies to lease the Lot.

E. Damage Deposit. The Association may charge the Owner of a Lot a refundable deposit in the amount equal to greater of 50% of one month's rent or \$1,000.00, unless a lesser amount is required by law (the "Damage Deposit"). This deposit will be held in a non-interest bearing account and may be used by the Association to repair or replace any damage to any property of, or to be maintained by, the Association, resulting from the acts or omission of the lessee(s) or occupant(s) of that Lot, or their family members, guests or invitees, or towards the cost of eviction pursuant to this Declaration. The Association may commingle damage deposits so long as it maintains a ledger or other record of such deposits, including the Owner's name, lessee's name and Lot address. If the Association needs to use any portion of the deposit to repair or replace any damage caused by the lessee(s) or occupant(s), or their family members, guests or invitees, to any property of or to be maintained by the Association, then upon the request of the Association, that amount must be replaced by that Owner within fifteen (15) days upon written notice/demand for same or the lease will be terminated. If any damage caused by the lessee(s) or occupant(s), or their family members, guests or invitees, exceeds the deposit, then the Owner shall be responsible for the remaining amount of the damage. All Damage Deposits will be returned to the Owner of the Lot within thirty (30) days from written request to the Association sent by certified mail, return receipt requested, with proof that all lessees(s) and occupants have vacated the Home. In the event the lessee(s) or occupant(s) have not or do not vacate the Home after expiration of the subject lease, the Association shall not be required to return the Damage Deposit and it may use such deposit towards the cost of evicting the lessee(s) and/or occupant(s), including attorneys' fees.

F. Enforcement. All leases shall provide that the Association shall have the right to terminate the lease upon the default by the tenant in observing the Governing Documents, the Acts or other applicable law, pursuant to the manner provided in Chapter 83, Florida Statutes. Further, the Association shall have the right to evict any tenant or occupant, whether approved, unapproved, or unauthorized, from a Home in accordance with Chapter 83, Florida Statutes, for violating the Association's Governing Documents, the Acts or other applicable law. In the event the Association files an eviction proceeding against an Owner's tenant or other occupants, the Owner need not be named a party in said eviction proceeding to be



held liable for such attorneys' fees and costs awarded the Association in the eviction proceeding. Further all attorneys' fees and costs for which an Owner is liable pursuant to this paragraph shall be deemed an Individual Assessment against the Owner's Lot.

## Section 2. Occupancy Restrictions

A. Unapproved Occupancy. Any person (other than Family members) residing in a Home for longer than thirty (30) days in a calendar year shall be required to comply with this Declaration relative to the leasing of a Lot. If the Association observes that a Home is occupied by people other than the Owner, and/or Owner's Family members or an authorized lessee and/or the lessees authorized Family members, based on change in vehicles, or other observations, said unknown occupants and the Owner and/or authorized lessee of the Lot shall be subject to and promptly comply with this Article VII or the unknown occupants shall be deemed as unauthorized and unapproved tenants. If said unauthorized and unapproved tenant(s) fail to comply then the Association may evict the unauthorized tenant(s) from the subject Home in the same manner as a tenant under Chapter 83, Florida Statutes, in addition to all other remedies available to the Association under the Association's Governing Documents, the Acts, and other applicable law. Any Guest of a properly approved lessee who occupies the Lot without the authorized lessee in residence for a period in excess of thirty (30) days in any twelve (12) month period shall be considered a sub-lessee, which sublease is strictly prohibited. Such Guest shall be deemed an unapproved tenant or occupant subject to eviction pursuant to this paragraph and as elsewhere provided in this Declaration.

B. Occupancy by Family Members. The Board of Directors may, at any time, require an Owner to provide the Association with reliable verification (as determined by the Board) that an occupant of the Home is a bona fide Family member. If an adult Family member moves into the Home after the initial screening and approval of the transfer or sale to Owner or occupies the Home for more than thirty (30) consecutive days in any twelve (12) month period, then such Family member occupancy is subject to approval by the Board, which shall not be unreasonably withheld. As a condition of such approval, the Board may require the Family member to undergo a criminal background check to protect the general health, safety and/or welfare of the community. The Board may deny the proposed adult Family member's occupancy if the results of the criminal background check reveals a criminal history that would be grounds to deny a proposed occupant under Section 3., G.

## Section 3. Procedure for the Approval and Disapproval of Sales, Leases and Other Transfers.

A. No Owner may transfer a Lot or any ownership interest in a Lot by sale, lease, gift, devise or inheritance, or by any other manner not heretofore considered (including agreement for deed) without prior written approval of the Association. Notwithstanding anything herein to the contrary, the transfer of a Lot to a Revocable Trust shall not be subject to approval. The Owner of a Lot shall notify the Association in writing of his or her intention to sell, lease, or otherwise transfer his or her Lot and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable, and such other information concerning the intended sale, lease or other transfer of the Lot and

intended occupants as the Association may reasonably require, including, without limitation, personal and bank references and evidence of financial responsibility, as applicable. All proposed purchasers, lessees, and all intended adult occupants of a Home must also complete an application to purchase or lease form in full, submit themselves to a background search, including criminal history, residential history or otherwise, and attend a personal interview with the Board of Directors or its designee(s), as a pre-condition to approval. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Lot, the Association, at its election, may approve or disapprove the transfer. If any Owner fails to obtain the Association's approval prior to selling, leasing, or otherwise transferring an interest in a Lot, such failure shall create a rebuttable presumption that the seller, purchaser, or transferee, as applicable, intended to violate the covenants of this Declaration, which shall constitute "good cause" for the Association to disapprove said transfer. If the Association disapproves the transaction, the Association shall notify the parties to the transaction in writing of said disapproval, and have all rights provided in this Declaration to enforce said disapproval.

B. If any Owner obtains his or her title by gift, devise or inheritance, or by any other manner not heretofore considered, the Owner shall provide the Association with a copy of the instrument evidencing the owner's title to the Lot, together with such information concerning the Owner and all intended occupants of the Lot. The Owner and all intended adult occupants must complete an application for continuation of ownership, submit themselves background search, including, criminal history, residential history or otherwise, pay all screening fees, and undergo a personal interview, if required by the Board, as a pre-condition to approval of said application. Approval of continuation of ownership shall not be denied to any donee, devisee, heir, or other transferee who was the prior owner's lawful spouse at the time of death, or was related to the Owner by blood or adoption within the first degree unless good cause exists pursuant to this Section to deny approval.

C. Screening Fees. All applicants for the purchase, lease or continuation of ownership or occupancy shall be required to pay the direct costs and administrative fees (collectively "Screening Fees") for the Association to process their application. The application fee shall not exceed the amount allowed by applicable law, including Chapter 720, Florida Statutes, if applicable, as amended from time to time. A husband/wife and parent/dependent child shall be considered one applicant for purposes of determining the amount of the Screening Fees to be paid to the Association. Upon request, the Association shall only be obligated to provide the background search results to the applicant upon the applicant's written request to the Association. The twenty (20) day period for approval or disapproval as set forth in this Section shall not begin until the application fee has been paid.

D. Service Members. Active duty service members, as that term is defined in Section 250.01, Florida Statutes, in good standing shall be exempt from the background investigation requirements of this Section as a condition of approval of sale, lease or other transfer to that service member. In addition, an approved lease to an active duty service member in good standing may be extended for a period of less than six (6) months upon written notice to the Association and for good cause shown, including, without limitation, illness, wounded in action, being on leave, active training, or deployment. Further, notwithstanding



anything to the contrary contained in this Declaration, in the event a lease between an Owner and active duty service member is terminated for reasons related to that service member's military service, and not because of a violation of the Governing Documents or because of a breach of the lease, the Owner may immediately lease his Lot to another tenant subject to the notice and approval requirements of the Declaration.

E. Personal Interview. The personal interview required by this Section shall be conducted at the discretion of the Board of Directors. The Board may take into account the results of the background investigation report in determining whether a personal interview of the applicant(s) is necessary before approving or disapproving an application for approval to purchase, lease, continued occupancy or continue to own a Lot, as the case may be. If the Board elects to conduct a personal interview of the applicant(s), such interview may be conducted in person, by telephone, via Skype or other means at the discretion of the Board, depending on the circumstances. The means of the personal interview elected by the Board in any instance shall not effect or create precedence with respect to its authority to elect a different means in other instances.

F. Association Approval. The Board of Directors shall either approve or disapprove the sale, lease, gift, devise, inheritance, or other transfer of a Lot within twenty (20) days after receipt of the required notice, all information, fees, and appearances (i.e., personal interviews) required or requested by the Board of Directors or its designee(s), unless the background search results reveal circumstances that would give the Board of Directors "good cause" to deny the subject transfer, in which event the Association shall have an additional ten (10) days to approve or disapprove the subject transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association (in recordable form if the transfer is a sale or other transfer of ownership of the Lot) and delivered to the Owner in the case of a lease, or the transferee in the case of a transfer of ownership. If the Board neither approves nor disapproves within the time limits as set forth above, and subject to all conditions precedent being satisfied, such failure to act shall be deemed the equivalent of approval, and upon demand by the Owner, the Board shall issue a Certificate of Approval to the Owner in the case of a lease, or to the transferee, in case of a sale or other transfer of ownership.

G. Disapproval by Association. The Board of Directors of the Association shall only be permitted to disapprove the sale, lease, or any other type of transfer of a Lot subject to approval pursuant to this Section for "good cause." If "good cause" exists to disapprove a sale, lease or transfer of a Lot, the Association shall not be required to furnish approval or any substitute purchaser, lessee, or any other type of substitute transferee, nor shall the Association assume any responsibility or liability for the denial of the proposed transfer of the Lot. For purposes of denying a sale, lease, or any other type of transfer, "good cause" shall be defined to include the following:

(1) The person(s) seeking approval has been convicted of a felony involving or related to: (i) violence to persons or property, including criminal sexual conduct, is a registered sexual offender or sexual predator; (ii) dishonesty or moral turpitude; (iii) the manufacture, importation, possession, use or distribution of a "controlled substance" as that term

is defined by the United States Controlled Substances Act (CSA), as amended from time to time. For purposes of this paragraph, "conviction" shall mean the result of a criminal trial or legal proceeding (including a plea), which results in a judgment or sentence that the individual is guilty of committing a felony under any state's or foreign jurisdiction's penal laws. In evaluating a felony conviction under this subparagraph, the Association will consider multiple factors including the last date of the conviction. In the event the felony conviction or convictions is/are more than five (5) years prior to the date of application, the Association may elect to waive this basis for denial at its sole discretion depending on the nature and number of convictions, and such other circumstances as the Association is required to take into consideration pursuant to applicable law to be in compliance with state and federal fair housing laws; provided, however, that the maximum period of time the Board will consider a felony conviction under this paragraph as ground for denial of a proposed transfer shall be ten (10) years from the date of the person's application unless the person is a registered sex offender or sexual predator as of the date of the underlying felony conviction requiring such registration, or was convicted of a felony for manufacture, importation, distribution or trafficking in a controlled substance.

(2) The Owner allows a prospective lessee to take possession of the premises prior to written approval by the Association as provided for herein.

(3) The person seeking approval failed to provide any requested or required information, fees, deposit(s) or appearance deemed necessary to perform an interview in order to process the application in a timely manner, or otherwise fails to comply with the provisions of Article VII of this Declaration, or makes material misrepresentations on his/her application forms;

(4) The Owner and/or tenant(s) failed to execute a uniform lease or addendum required by the Association.

(5) The person(s) takes possession of the Home prior to being approved by the Association;

(6) All assessments, fines and other charges against the Lot have not been paid in full, and/or the Home (and/or the Owner(s) thereof) is/are in violation of any of the provisions of the Governing Documents or is subject to continuing nuisance violations, including the Declaration and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.

**4. Section 4, entitled "Enforcement", of Article VIII, entitled "General Provisions" of the Declaration is amended as follows:**

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding provided herein or by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the property to enforce any lien created by these covenants



and restrictions. Any failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the Association takes action against an Owner for the failure to comply with the Governing Documents, then the Association shall be entitled to recover all attorneys' fees and costs ("Legal Costs") incurred, including such Legal Costs for providing any and all pre-suit notice(s) of violation of the Governing Documents, notices of fining committee meetings and the outcome of such meetings, any and all statutory notices, and any other Legal Costs incurred pre-suit to resolve any alleged violation(s) of the Governing Documents whether or not a lawsuit is filed against the offending Owner. In the event the Association incurs such Legal Costs, the offending Owner shall be personally liable for such Legal Costs and the Association may levy the amount due and owing from the offending Owner against that Owner's Lot as an Individual Assessment. The Association need not first have its Legal Costs awarded in a legal proceeding if no such proceeding results from the Association's enforcement actions against the offending Owner before the Association may impose an Individual Assessment against the Owner's Lot for said Legal Costs due and owing and outstanding. In the event the Association files a lawsuit to enforce the Governing Documents against an offending Owner, the prevailing party shall be entitled to recover their Legal Costs (including pre-suit Legal Costs). If the Association is awarded its Legal Costs against the offending Owner for violation of the Governing Documents, and said award remains unpaid for more than thirty (30) days after the award becomes a final order not subject to appeal, then all amounts so awarded, including interest thereon, shall automatically become an Individual Assessment against the Owner's Lot without further notice to said Owner. The Association may then recover the unpaid Individual Assessment in the same manner and procedure as set forth in this Declaration and Chapter 720, Florida Statutes. Further, the Association shall be entitled to recover all additional Legal Costs to collect the unpaid Individual Assessment, including but not limited to the Legal Costs to foreclose the Association's claim of lien for said Individual Assessment.