

Prepared by and Return to:
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(Space Above This Line for Recording Data)

Certificate of Amendment to Section 5.4 of Palm Beach Bath and Tennis Homeowners Association, Inc. Declaration of Covenants and Restrictions

The undersigned officers of Palm Beach Bath and Tennis Homeowners Association, Inc. ("Association") according to its Declaration of Covenants and Restrictions as recorded in the Official Records of Palm Beach County, Florida in Official Records Book 8991, Page 1795, and all duly recorded amendments thereto (collectively "Declaration"), hereby certify the following amendment was proposed and approved pursuant to the provisions of the Declaration and applicable law. The amendment was presented and approved by the Associations' Board of Directors and its members at a properly noticed and duly held meeting.

This certificate and the amendment are being filed in the Public Records of Palm Beach County, Florida, and are as follows:

Amendment to Section 5.4 of Palm Beach Bath and Tennis Homeowners Association, Inc. Declaration of Covenants and Restrictions
(underlines are additions and strikethroughs are deletions)

~~5.4. LEASES. All leases of a Unit must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies of said leases shall be delivered to the APPROVING PARTY prior to occupancy by the tenant(s). No lease shall be for a period of less than four (4) months, without the prior written consent of the APPROVING PARTY. No lease shall be for a period greater than twelve (12) months; however, any lease for a period of twelve (12) months may contain a provision for annual renewal. All leases must be provided to the APPROVING PARTY for APPROVING PARTY to review and written approval as to content and form but not as to the monetary terms of said leases.~~

5.4. LEASES. No Units may be leased or rented, regardless of consideration, for a period of one (1) year from the recordation date of the Unit's transfer of ownership from the prior Owner ("Transfer"). Additionally, all leases of any Unit must be in writing and specifically be subject to this DECLARATION, ARTICLES, BYLAWS, and the Rules and Regulations ("Governing Documents"). Copies of executed leases shall be delivered to the ASSOCIATION no less than five (5) calendar days prior to occupancy by the tenant(s). No lease shall be for a period of less than four (4) months in a twelve (12) month period. No lease shall be for a period greater than twelve (12) months. All lease renewals are subject to the provisions of this Section.

5.4(a) Additional Restrictions: the following restrictions are in addition to the restrictions set forth in Section 5.4 above and the Declaration:

(1) All tenants and their family members, guests, licensees and occupants ("tenant(s)") shall comply with the Association's Governing Documents.

(2) Every lease must grant the Association to right to evict the tenant, in accordance with The State of Florida's laws pertaining to residential eviction(s), if the Tenant(s) violate this Section and/or any provision of the Governing Documents.

(3) Every lease must list the full name of each occupant permitted to occupy the Unit. No individuals are allowed to occupy a Unit except those listed on the Unit's lease.

(4) Subleasing is not allowed, regardless if consideration is tendered, regardless of whether consideration is tendered for subleasing.

5.4(b) This Section shall not impose or be construed as an implied or express representation, warranty, obligation or duty upon the Association as a landlord, statutory or otherwise.

5.4(c) In addition to the other remedies contained in the Association's Governing Documents, the Association may evict a Tenant in accordance with The State of Florida's laws pertaining to residential eviction(s). In the event the Association evicts a Tenant, the Owner of the Unit agrees to indemnify, hold harmless, and pay the reasonable attorneys' fees and costs incurred and release the Association from any and all claims for damages, at equity or at law, made on behalf of the Owner and/or the evicted Tenant.

5.4(d) Transferring the title of a home from one family member to another will negate the twelve (12)-month ownership rule of a home. Additionally, the term "Transfer" and this Section applies to any Unit acquired by any third party and/or a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage that obtained title through a foreclosure, by deed in lieu of foreclosure or a "short sale".

Note: The Board of Directors will take into consideration any hardship or unusual circumstances upon the request of the homeowner.

IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment to Section 5.4 of the Declaration of Covenants and Restrictions to be executed in its name on May 17, 2013.

Palm Beach Bath and Tennis Homeowners Association, Inc.

By: Barbara Krugman, its President

Barbara Krugman
Signature

JESSICA PARKER
Witness Printed Name

LISA TAYLOR
Witness Printed Name

By: Ed Kelly, its Secretary

Edward V Kelly
Signature

Jessica Parker
Witness Signature

[Signature]
Witness Signature

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Sworn to or affirmed and signed before me on May 17, 2013 by the above-referenced individuals charged with making the above-referenced statements, who are personally known to me or who have produced the following as identification: _____

personally know to me

My Commission expires:

[Signature]
Notary Public, State of Florida
TERRELL MCGREGOR
Printed Name of Notary Public

