

Record and return to Gary D Fields, Esq LAW OFFICE OF GARY D FIELDS Admiralty Tower - Surte 900 4400 PGA Boulevard Palm Beach Gardens, FL 33410

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Palm Beach County, Florida
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SECOND AMENDMENT TO DECLARATION OF COVENANTS FOR VILLA PALMA AT NORTHLAKE

WHEREAS) the Declaration of Covenants for Villa Palma at Northlake was recorded in Official Records Book 17136, Page 1533, of the Public Records of Palm Beach County, Florida, and subsequently amended (hereinafter referred to collectively as the "Declaration"), affecting certain real property legally described as

THE PLAT OF VILLA PALMA AT NORTHLAKE, as recorded in Plat Book 104. Page 141, of the Public Records of Palm Beach County, Florida;

and

WHEREAS, the Declaration provides for amendment of the Declaration, as set forth herein

NOW THEREFORE, the Declaration is hereby amended as follows (additions to prior language are reflected by underlining, and deletions of prior language are struck through)

Article XI, Section 5, of the Declaration (regarding Leasing of Parcels) is hereby amended, to read as follows:

"Section 5. Leasing of Parcels. In the event a Parcel Owner leases said Parcel Owner's Parcel, such lease shall contain a covenant that the Lessee acknowledges that the Parcel is subject to this Declaration of Covenants and is familiar with the provisions hereof, including the occupancy restrictions set forth in Article XVI, Section 12, and the uses and restrictions contained herein, and agrees to abide by all such provisions. In the event a lease of a Parcel does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the tenant and the Parcel Owner. All costs and expenses of the foregoing shall be the cost and expense of such Parcel Owner. The Parcel Owner shall be liable and fully responsible for all acts of Parcel Owner's Lessee and responsible for the compliance of the Lessee of all provisions of this Declaration. Further, in no event shall a Parcel be leased more than one (1) time in one (1) calendar year and in no event shall any such lease have a term of less than six (6) months.

If a Parcel Owner is in arrears to the Association for the payment of assessments or other amounts due the Association (1) any pending lease of the Parcel Owner's Unit may be denied by the Association, and (2) upon notice by the Association to any tenant in such Unit, all rents shall be paid to the Association until such arrears are brought current. Every lease shall include a provision specifying the Association's rights to receive such rents from the tenant.

At least fourteen (14) days prior to occupancy, a Parcel Owner shall provide the Association with a copy of the proposed lease, a completed lease application form (as may be required by the Association), a reasonable administrative fee as set by the Association, and the costs for the background checks referred to below. The Association shall, within ten (10) days, issue a Certificate indicating the Association's approval or denial of the lease. By submission of a lease for approval, the Parcel Owner and prospective lessees agree that the Association is authorized to conduct a criminal and financial background check as to all proposed occupants under the lease. The Association may deny the lease if such background checks provide reasonable evidence that any occupant may pose a risk to the community or that the lessees are unlikely to be able to comply with the financial requirements of the lease.

Except as otherwise expressly set forth herein, the terms and conditions of the Declaration are hereby reaffirmed

It is hereby certified that the foregoing Second Amendment to Declaration of Covenants for Villa Palma at Northlake was approved by Owners entitled to vote a majority of all votes of the Association pursuant to Article XI of the Declaration

⇒VILLA PALMA AT NORTHLAKE
HOMEOWNERS ASSOCIATION, INC.,
a Florida Not-for-Profit Corporation

Witnesses

signature)

1. 1.7/1/2

(signature)

<u> William N</u> (printed name)

(signature) SANN LANN (printed name) (signature) Marce (printed name)	Attest Cracely M. Secretary ARacely M. Capote
STATE OF FLORIDA COUNTY OF PALM BEACH	
The foregoing instrum Land 2010, by Macely M Capatel NORTHEAKE HOMEOWNER have produced druss	dent was acknowledged before me this 24 day or famela falkhungt as President, and as Secretary, respectively, of VILLA PALMA AT SASSOCIATION, INC, who are personally known to me or lucines as identification and who did take an oath Notary Public State of Florida
(Notary Seal)	My Commission Expires $ \lambda 2 2 0 2$
NOTARY PUBLIC-STATE OF FLORIDA Linda C. Rousseau Commission # DD842315 Expires: DEC. 02, 2012 BONDED THRU ATLANTIC BONDING CO, INC.	