

**Amendments to the Declaration Covenants, Restrictions and Easements of Berkley
Property Owners Association, Inc.**

(Deletions indicated by ~~strikeout~~, additions by underlining):

A. DECLARATION

1. Amendment to ADD an improper use provided for in Article X, Section 4, of the Declaration, recorded in Official Records **Book 29708, Page 1174**, of the Public Records of Palm Beach County, Florida.

Article X USE RESTRICTIONS

Section 4. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Home or Lot shall be corrected by, and at the sole expense, of the Owner of said Home and/or Lot. No one but the Owner, his or her family members within the first degree of relationship by blood, adoption or marriage, and their spouses and temporary house guests may occupy the Home. If an Owner allows an unapproved person(s) to reside in his Home for more than fifteen (15) days in a twelve (12) month period, he or she will be considered a tenant and must submit an application to the Association for approval the same way that is set forth in Section 5 regarding Leases. Owner agrees to not allow anyone to reside in his or her home that has been convicted or pled guilty to a sexual offense or is listed on Florida Department of Law Enforcement Sexual Predator Watch list or similar; that has been convicted or pled guilty to a felony in the last ten (10) years or that has been convicted or pled guilty to a misdemeanor involving violence, domestic abuse, theft or unlawful transfer of goods/property in the last ten (10) years.

B. DECLARATION

2. Amendment to ADD approval for leasing provided for in Article X, Section 5, of the Declaration, recorded in Official Records **Book 29708, Page 1174**, of the Public Records of Palm Beach County, Florida.

Article X USE RESTRICTIONS

Section 5. LEASES. No portion of a Home (other than an entire home) may be rented. Each lease must be for a minimum of twelve (12) months. No Home shall be leased if such lease will result in more than fifteen (15) percent of all of the Homes within the Association being leased. Once fifteen (15) percent of the Homes within the Association are being leased, Owners wishing to lease their Homes shall be placed on a waiting list, and leasing shall be permitted on a first-come, first-served basis, pursuant to reasonable policies implemented by the Board of Directors, which may include a hardship exception. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the Lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Berkeley Documents and to the Association to pay any and all losses, claims, demands, suits, actions, causes of action, liabilities (including, without limitation, property damage, personal injury and/or death), fines, liens, encumbrances, penalties, costs and expenses of whatever nature or kind (including, without limitation, Legal Fees), relating to, arising out of and/or resulting from the negligence or willful or criminal conduct of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Each Owner shall be required to use a lease addendum, which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association. The Association has the right to require Owners to use a lease addendum the form of which may be prepared by the Association providing for, among other things, the foregoing. Even if such lease addendum is not included, each lease entered into by Owner for a home shall be deemed to include the foregoing by this reference.

~~Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in~~

~~writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration. The provisions of this Section 5 shall also apply to renewals and modifications of leases. In no event shall subleases or assignment of leases be permitted.~~

No Owner shall lease their Unit without prior approval by the Association. Application for leasing shall be presented to the Association in writing in a manner to be determined by the Board of Directors. Approval of application shall not be withheld unreasonably. A reasonable fee, not to exceed amounts permitted by Florida Statute, may be charged for the processing of lease applications, with amounts to be determined by the Board of Directors.

The Association, upon receipt of completed application and all appurtenant documentation and fees, shall provide prospective tenant(s) with approval or denial of application in writing within thirty (30) days of receipt of the final document or payment for said application, unless additional time for consideration of the application is required. Should additional time or documentation be required for the consideration of an application, the Association shall provide applicant(s) notice in writing specifying the amount of additional time or specific documentation required. Failure by the Association to provide approval or denial in writing as specified above shall result in automatic approval of application.

Denial of application may be made, but is not limited to, the following circumstances:

Applicant has been convicted or pled guilty to a sexual offense or is listed on Florida Department of Law Enforcement Sexual Predator list or similar.

Applicant has been convicted or pled guilty to a felony in the last ten (10) years.

Applicant has been convicted or pled guilty to a misdemeanor involving violence, domestic abuse, theft or unlawful transfer of goods/property in the last ten (10) years.

The Owner is delinquent in the payment of assessments at the time the application is considered.

The Owner has a history of leasing his or her Home without obtaining approval, or leasing to troublesome tenants and/or refusing to control or accept responsibility for the occupancy of his or her Home.

The prospective tenant gives false or incomplete information to the Association as part of the application procedure, or the required application fee is not paid.

The Owner fails to give proper notice of his or her intention to lease to the Association.

No one but the tenant, his or her family members within the first degree of relationship by blood, adoption or marriage, and their spouses and temporary house guests may occupy the Home.

The Association, may, in its sole discretion, terminate lease approval or issue notice of non-renewal upon expiration of the lease for continued or multiple violation(s) of the Declaration of Declaration, the Articles, the Bylaws, the Rules and Regulations, or of any other agreement, document or instrument governing the Lots or Homes. Upon notice if termination of lease approval or non-renewal of lease, tenant shall have thirty (30) days from the notice of termination or end of lease term to vacate the Lot. Failure to vacate the home may result in legal action against tenant and Owner to compel, the cost of which may be assessed to the Owner.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Lot shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot is leased, the Association shall have the right to authority to collect rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085 of the HOA Act, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Lot, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot.

In addition to any notice to a tenant of a Lot permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Lot of any delinquency by the Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

REMAINDER OF ANY ARTICLES ARE UNCHANGED.