

AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HOMEOWNERS ASSOCIATION OF GATEWAY GARDENS, INC.

The original Declaration of Covenants, Conditions and Restrictions for HOMEOWNERS ASSOCIATION OF GATEWAY GARDENS, INC. is recorded in Official Records Book 10818 at Page 1018 of the Public Records of Palm Beach County, Florida.

ARTICLE XII
TRANSFER OF OWNERSHIP AND LEASING

A new Section 2 shall be added as follows:

2. **LEASES.** The leasing of a unit shall be subject to the conditions and/or restrictions set forth in this Section 2.

A. **General Lease Restrictions.** No Unit may be leased during the first twelve (12) months after an Owner acquires title to a Unit, except if there is a major change in the Owner's circumstances, such as an inability to occupy the unit for health reasons, the Board may, in the exercise of reasonable discretion, allow the Unit to be rented due to such circumstances. After Ownership for one (1) year, if an Owner desires to lease a Unit, the Owner and/or tenant must comply with the provisions in this Section 2.

B. **Requirements for Leases of a Unit.** The following are requirements for leases of a Unit:

1. No Unit shall be leased for less than twelve (12) months or more than one (1) time during any twelve (12) month consecutive period of time.
2. Subleasing of all or any part of a Unit shall not be permitted under any circumstance. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" is prohibited.
3. The Unit Owner must be current on all assessments, fees and other financial obligations due and owing to the Association.

4. The Owner(s) of the Unit shall be jointly and severally liable along with the tenant(s) for any and all damage to Common Areas caused by the acts of a tenant(s), other adult occupant and their guests and invitees.
5. Occupancy of a Unit pursuant to a lease agreement shall be restricted to no more than five (5) occupants regardless of their age.
6. Tenant(s) and other adult occupant(s) shall not be permitted to have a pet on the Association premises.
7. Any person, 18 years of age or older, who is not related to an approved tenant by blood or marriage shall be conclusively deemed to be a tenant or co-tenant if such person occupies a Unit for more than thirty (30) days. Such occupants must submit an application to and be approved by the Board of Directors. An exception to this Section shall apply if the Owner of the Unit dies and the Unit is included in an estate which is the subject of probate proceedings. In such case, immediate family members of the record Owner may occupy the Unit until the estate is settled, subject to approval by the Board of Directors.

C. Lease Application. An Owner desiring to lease a Unit shall first notify the Association in writing of the intent to lease, shall provide the Association with a fully completed lease application on a form approved by the Association, and shall provide a copy of the executed lease agreement. The lease application shall include, without limitation, the following information:

1. A copy of the proposed written lease agreement between the Owner and tenant;
2. Full name of each tenant and all other adult persons who will be occupying the Unit during the lease term;
3. The beginning and ending dates of the lease term;
4. Tenant(s) consent for release of a criminal background information; and
5. Such other information as may be reasonably requested by the Association.
6. All tenant applicants and other adult persons who will permanently occupy the Unit under the lease agreement shall submit to a personal interview prior to occupying the Unit pursuant to a lease. Interviews may be conducted telephonically in lieu of a personal interview at the discretion of the Board.

D. Application Fee/Security Deposit. The Association shall be authorized to charge a non-refundable lease application fee in such amount as may be established by the Board of Directors from time to time but in no event to exceed \$175.00 to cover administrative expenses and the cost of investigating proposed tenant(s) and other adult occupants. In addition to the lease application fee, the Owner and/or tenant(s) shall give the Association a security deposit in the sum

of \$250.00 to cover any damage to Association Common Areas property caused by the tenant(s) or other occupants of the Unit together with their guests or invitees. The security deposit will be held in a non-interest bearing account and shall be returned to the Owner or tenant, less the costs to repair any Common Area damage, within thirty (30) days from the date the Association is notified of the lease termination.

E. Approval/Disapproval. The Association, through its Board of Directors, shall have the power to approve or disapprove a proposed tenant(s) or any other adult person(s) who will permanently occupy a Unit pursuant to a lease. Upon receipt of a fully completed lease agreement, lease application fee, and written authorization to submit to a criminal background check and credit history, the Association shall either approve or disapprove the lease in writing within fourteen (14) days. If the Association fails to act on a proposed lease within fourteen (14) days, the application shall be deemed approved. Any purported lease of a Unit not approved by the Association in accordance with this section shall be deemed null and void and shall have no legal effect whatsoever. Any unapproved occupants and/or tenants shall be subject to eviction in accordance with Chapter 83, Florida Statutes. The Owner of the Unit shall be deemed to have assigned to the Association all of the Owner's rights for purposes of evicting or otherwise removing the unapproved tenant(s) and other adult occupants from the Unit under the process set forth in Florida Statutes, Chapter 83. This remedy is in addition to any other remedies the Association may have under the Declaration or Florida law.

F. Grounds for Disapproval. For purposes of this Section 2, good cause for disapproval of a tenant(s) or other permanent occupant application shall include, but not be limited to, the following:

1. An Owner and/or tenant's failure to comply with all conditions required by this Section 2.
2. The proposed tenant(s) or other adult occupant has been convicted during the previous ten (10) years of any of the following criminal offenses:
 - i. Any felony offense involving violence, including without limitation, murder, attempted murder, manslaughter, felonious assault and/or battery.
 - ii. Any offense involving possession or use of a gun or other lethal weapon.
 - iii. Any sex offense as defined by Florida Statutes or the tenant(s) or adult occupant(s) is a registered sexual offender or sexual predator in any state.
 - iv. Robbery, burglary, arson, vandalism or other serious offense against property.
 - v. Any felony drug offense.
 - vi. Any domestic violence offense, whether a misdemeanor or a felony.

- vii. Any other felony conviction within the past ten (10) years which, in the reasonable judgment of the Board, renders the proposed tenant(s) or other adult occupant unfit to reside in the Gateway Gardens Homeowners community.
3. The tenant(s) or other adult occupant under the lease having a history of non-compliance with rules and/or restrictions in other communities or developments that have been rented the tenant(s) or resided in by the occupancy during the previous five (5) years.
4. The tenant(s) or other adult occupant has a FICO credit score less than 600 unless the tenant can provide a favorable letter of reference as to the tenant's credit worthiness and rent payment history from a recent landlord.
5. The tenant(s) or proposed other adult occupant has been evicted and/or otherwise removed from a rental property during the previous three (3) years.

G. Legal Action. Every lease of a Unit shall be deemed to provide, whether or not it is so stated in the lease, that the tenant(s) and all other occupants of the Unit will comply with the covenants and restrictions as set forth in the Declaration and/or any Rules and Regulations adopted by the Board of Directors. If a tenant, co-tenant or family member, guest or invitee of a tenant or co-tenant fails to substantially comply with the covenants and restrictions as set forth in the Declaration and/or any Rules and Regulations adopted by the Board of Directors, who becomes a nuisance and/or commits any criminal offense on Association property, the Owner shall be deemed to have assigned to the Association all of the Owner's rights for the purpose of evicting the tenant and other occupants of the Unit and/or to institute a legal action to evict such person under the same legal process as would apply if the Association was the Owner of the Unit. Any tenant(s) and all other occupants of the Unit shall be subject to eviction in accordance with Chapter 83, Florida Statutes. This remedy is in addition to any other remedies the Association may have under the Declaration or Florida law.

H. Eviction Powers. Upon an Owner allowing any party to occupy a Unit under a lease or purported lease, such Owner agrees to assign and delegate to the Association full eviction power and authority to evict a tenant or occupant pursuant to Chapter 83, Florida Statutes. If an Owner allows a tenant or other persons who are not a guest of the Owner to occupy a Unit without prior written approval of the Association as required by this Article or fails to timely provide the Association with the required lease information, the Association shall have the power to initiate legal action to evict the unauthorized tenant by assignment of the Owner one week after Owner has been notified in writing.

END OF AMENDMENT