

EXHIBIT "A"

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

The Declaration of Covenants and Restrictions for Boynton Waters is recorded in Official Record Book 7309, at Page 1975, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article VI, Section 26 of the Declaration of Covenants and Restrictions for Boynton Waters("Declaration", shall be amended by the creation of a new Section 26 as follows:

26. LEASE APPROVAL AUTHORITY.

In order to provide for congenial occupancy of the Property and for the protection of the values of the Lots, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

26.1 Leases Subject to Approval. Leases shall be subject to prior written approval of the Board of Directors and any lease undertaken without prior written approval of the Board of Directors shall be void:

- (a) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed One Hundred (\$100.00) Dollars or the maximum amount allowable by law.
- (b) All transfers by lease may be conditioned upon the posting of a security deposit not to exceed one (1) month's rent or the maximum amount allowable by law.

26.2 Notice to Association. Prior to approving any lease subject to approval hereunder, the Association shall be entitled to written notice of the lessee's intent to make the lease with a copy of the lease agreement, and a copy of any other documentation pertaining to a proposed lease subject to approval hereunder which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed lessee(s) and any other intended occupants of the Lot, and such other and further information about the intended lessees or occupants as the Association may reasonably require.

26.3 Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section 26.2 above, the Association must either approve or disapprove the lease. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed lease.

(a) Disapproval of Lease. In the event the Board of Directors disapproves a proposed lease, the lease shall not be made. The Association shall have the authority to disapprove of any lease under the following conditions:

- (1) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same may be amended from time to time; or
- (2) The person seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons or a felony where the victim was a minor or has been convicted of any other felony within the ten (10) years preceding the date of application; or
- (3) The person seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
- (4) The applicant takes possession of the Lot prior to the approval by the Association as provided for herein; or
- (5) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this Association as a lessee, guest, owner or occupant of a Lot; or
- (6) The applicant fails to comply with the requirements of Section 26.2 hereof.
- (7) No lease will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Lot Owner is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Lot is in violation of any provision of this Declaration or the Rules and Regulations which remains uncured at the time the Association is required to make its election hereunder.

26.4 Additional Lease Restrictions. No portion of a Lot may be rented. A Lot shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. No Lot Owner may lease his or her Lot more than once in a twelve (12) month period, measured from the commencement of the most recent prior lease. No lease may be for a term of less than six (6) months. A Lot shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority and standing to evict any lessee of a Lot Owner who is in breach or violation of this Declaration or the Rules and Regulations of the Association. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Lot Owner from any obligation under this Declaration, and the tenant shall have the right to use the facilities and Common Areas to the exclusion of the Lot Owner unless the tenant waives such rights in writing. Regardless of whether or not expressed in the applicable lease, if any, all Lot Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All tenants shall comply with and be subject to the provisions of this Declaration, the Bylaws, Articles of Incorporation and the Rules and Regulations of the Association, and the provisions of same shall be deemed expressly incorporated into any lease of a Lot. Subleases are prohibited.

When a Lot is leased, a tenant shall have all use rights in Association Property and those Common Areas otherwise readily available for use generally by Lot Owners, and the Owner of the leased Lot shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Lot Owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by a Lot Owner and a tenant of Association Property and Common Areas is prohibited.

As part of the application process, the Association may also require each Owner and prospective lessee to execute a Lease Addendum in the form to be determined by the Board of Directors, which will provide the Association with the authority to collect rent directly from a tenant where that tenant's Owner is delinquent in the payment of any assessment or any other monetary obligation to the Association. The Association's authority to collect such rent directly from the tenant shall exist at any time during the term of the approved lease.