

Record and return to:  
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4400 PGA Boulevard  
Palm Beach Gardens, FL 33410



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Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0464 - 467; (4pgs)

**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HARBOUR OAKS AT PALM BEACH GARDENS**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Harbour Oaks at Palm Beach Gardens, was recorded in Official Records Book 16893, Page 16, of the Public Records of Palm Beach County, Florida, and subsequently amended (hereinafter collectively referred to as the "Declaration"); and

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

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

1. Article XVIII of the Declaration is hereby amended to read in its entirety as follows:

**"ARTICLE XVIII**

**CONVEYANCES**

In order to assure a community of congenial residents and thus protect the value of the Units in Harbour Oaks at Palm Beach Gardens, the sale or lease of Units shall be subject to the following provisions, and shall also be subject to the procedures and provisions governing the sale, lease or other transfer of Units as set forth in the McArthur Center Declaration, if any:

1. **Notice to Association.** The Unit Owner shall notify the Association in writing of his/her intention to sell or lease his/her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. Except as provided below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers. ~~or lessees.~~ It is, however, the intent of this paragraph to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

**2. Lease Agreement Terms and Restrictions.** Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, and must provide that the lease shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state the party who will be responsible for the assessments as stated above (but such delegation to a lessee shall not relieve the Owner with the ultimate responsibility to pay the assessments) and it shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, a Unit Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement. No more than one (1) lease may be executed for any Unit during any twelve (12) month period based on the date of commencement of the lease. Any new Owner of a Unit must wait at least one (1) year before entering into a lease for said Unit. No subleasing shall be permitted. Additionally, no more than twenty percent (20%) of the total number of Units may be rented at any one time.

**3. Association Approval.** Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, a completed lease application form (as may be required by the Association), and a reasonable administrative fee related to ~~for~~ reviewing same, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval (or, in the case of a lease, either an approval or a denial) of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the Owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules and Regulations of the Association. By submission of a lease for approval, the 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.

**4. Delinquent Unit Owners.** Notwithstanding the provisions above, in the event that a Unit Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Homeowners Documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the Homeowners Documents is corrected.

**5. Grandfathering.** The lease restrictions added by this amendment shall be applicable only to Unit Owners acquiring their Units after the date of recording of this amendment."

2. The following language is hereby added to the end of Article XV, Section 2.1. of the Declaration:

"Notwithstanding the above provisions, no tenant may have a dog in a Unit or anywhere on the Property at any time. However, any tenant having a dog in a Unit prior to the date of recording of this amendment, may keep that same dog in said Unit until the termination of the lease."

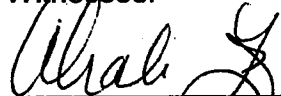
Except as otherwise expressly set forth herein, the terms and conditions of the Declaration as previously amended are hereby reaffirmed.

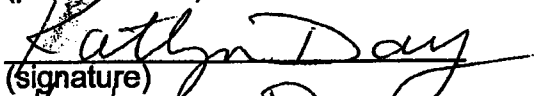
It is hereby certified that the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Harbour Oaks at Palm Beach Gardens, was approved in writing by a majority of the Members of the Association, pursuant to Article XVII of the Declaration.


IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Amendment to Declaration this 20 day of March, 2007.

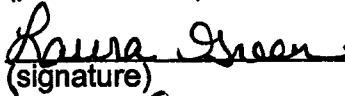
**HARBOUR OAKS AT PALM BEACH GARDENS  
HOMEOWNERS ASSOCIATION, INC.,**  
a Florida Not-for-Profit Corporation


Witnesses:

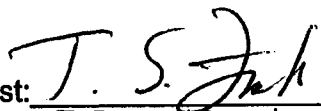
  
(signature)  
Abrahine Louis  
(printed name)

  
(signature)  
Kathryn Day  
(printed name)

  
(signature)  
Abrahine Louis  
(printed name)

  
(signature)  
Laura Green  
(printed name)

By:   
Joseph T. Nasuti, President

Attest:   
Ted Frank, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of March, 2007, by Joseph Nasuti, as President, and Ted Frank, as Secretary, respectively, of HARBOUR OAKS AT PALM BEACH GARDENS HOMEOWNERS ASSOCIATION, INC., who are personally known to me or have produced \_\_\_\_\_ as identification and who did take an oath.



**Diane M. Holladay**  
Commission #DD398071  
Expires: Apr 02, 2009  
Bonded Thru  
Atlantic Bonding Co., Inc.

(Notary Seal)

Diane M Holladay

Notary Public

State of Florida

My Commission Expires: 4/2/09