

Prepared by and Return to:  
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Suite 201  
Lighthouse Point, FL 33064

**CERTIFICATE OF AMENDMENT TO  
THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR  
GARDENIA ISLES**

WHEREAS the Declaration of Covenants, Easements and Restrictions for Gardenia Isles, has been recorded in the Public Records of Palm Beach County, Florida in Official Records Book 26711, at Page 344; and

WHEREAS, in accordance with Article 13.6 of the Declaration of Covenants, Easements and Restrictions for Gardenia Isles, the attached Amendment to the Declaration was approved by the Declarant.

NOW THEREFORE, the undersigned hereby certify that the amendments to the Declaration attached hereto are the amendments approved by Declarant.

IN WITNESS WHEREOF, Gardenia Isles Homeowners Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinafter expressed this 23<sup>RD</sup> day of September, 2016.

Julie Timares  
Print Name:

Gardenia Isles Homeowners Association, Inc.

Doug Bruk  
Print Name:

By: Doug Bruk, President

Pamela Benbaum

STATE OF FLORIDA

COUNTY OF Palm Beach

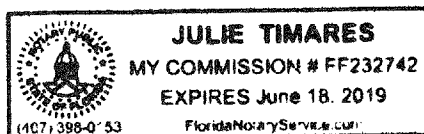
The foregoing instrument was acknowledged before me this 23<sup>RD</sup> day of September, 2016 by Doug Bruk as the President of Gardenia Isles Homeowners Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public

Print Name: Julie Timares

(Seal)

My Commission Expires:



## AMENDMENT TO THE DECLARATION OF COVENANTS EASEMENTS AND RESTRICTIONS FOR GARDENIA ISLES

(NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS)

*Amendment to Article 11.3.13.26 of the Declaration to impose screening requirements for leases and other occupancy arrangements.*

**11.3.13 Use of Lots and Units.** Except as permitted by **SECTIONS 7.7** and **11.3.4**, each Lot and Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. No more than one (1) Unit shall be located on any Lot. Lots may be combined with the prior consent of the ARC, provided only one Unit shall be placed on the combined Lots and only for so long as a unity of title agreement in form approved by the Association is recorded against both Lots. The use of a portion of a Unit as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic.

Lease or rental or other occupancy agreement of a Unit for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire Lot and all of the improvements thereon; (ii) is not for a period of less than four (4) months, (iii) complies with all governmental laws, rules, ordinances and regulations; (iv) is approved by the Association (along with all proposed occupants or tenants) in writing prior to the commencement and (iv) is otherwise in compliance with the Rules and Regulations as may be promulgated and published from time to time by the Board of Directors. ~~No more than one (1) lease for a Unit may commence in any one calendar year. All leases shall be in writing, and prior to the commencement of any such lease, the Owner shall provide the Association and the managing agent of the Association, if any, with copies of such lease.~~ Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the Rules and Regulations adopted hereunder.

In order to insure a community of congenial residents and thus protect the value of the Units and Lots, the transfer of an occupancy interest of a Unit or Lot, whether by lease, rental, occupancy agreement, or otherwise is subject to the following provisions:

1. A Unit Owner desiring to transfer an occupancy interest in the Owner's Lot or Unit must submit to the Association a written application and any other documents required by the Association including an application fee, the proposed lease, if a rental, or other document authorizing the occupancy. The application fee shall be determined from time to time by the Association. Any submitted Application that is not completed in full and that does not include the applicable application fee will not be processed. An Application that does not comply with the Association's requirements shall be void *ab initio* and shall be deemed a failure of the proposed lessee or occupant to facially qualify for residency in the Association. The lease, rental or occupancy shall not be made.
2. Within thirty (30) days of receipt by the Association of the completed Application, the application fee and other documentation as may be required by the Association, the Association

shall approve or disapprove the proposed lessees or occupants and lease or other occupancy arrangement. If approved, a certificate of approval shall be executed by the Association and delivered to the lessee or occupant. If disapproved, the Association shall neither have the duty to provide an alternate lessee, or occupant, nor shall it assume any responsibility for the denial of an application. The Board of Directors may establish, from time to time, criteria for consideration of applicants.

No more than one (1) lease for a Unit may commence in any one calendar year.

No transient tenants may be accommodated in a Unit. All leases or occupancy agreements shall be in writing and subject to the approval of the Association as provided herein. All leases shall be deemed subject to the Declaration. The Board of Directors may require that a uniform form of lease be utilized for all leases of Units.

5. If the Association approves a rental or lease, the approval shall not release the Owner from any liability under this Declaration.
6. The Association has the authority and standing to evict any lessee of an Owner who is in breach or violation of the lease agreement or the Declaration.
7. If a leasing Owner is delinquent to the Association for the payment of any assessment or other monetary obligation due to the Association, and the Association or its representative delivers a written demand to the Owner's lessee(s), then the lessee shall remit rental payments owed upon receipt or when owed in the future to the Owner/Lessor directly to the Association to the extent of any delinquency.
8. A leasing Owner indemnifies, hold harmless and is jointly and severally liable with his or her lessees, occupants, guests and invitees to the Association for any amount which is required by the Association to effect repairs or to pay any claim for injury or damage to property caused by their acts and/or omissions, whether due to negligence or otherwise.
9. During a lease to other than an Owner's immediate family, the Owner shall not be able to utilize any Owner rights, except that of voting and reasonable access to the Lot or Unit for inspection and maintenance.
10. A guest staying in the Unit for more than thirty (30) days shall be considered a tenant, notwithstanding whether any money is exchanged, and subject to the screening and approval by the Association. The Association's Board of Directors shall have discretion to waive all or a portion of the screening requirement for guests.
11. Units owned by a corporation, partnership, or trust, or other entity (other than Declarant), may change the designated occupant(s) for the Unit no more than once per year.
12. Sub-leasing, assignment of a lease, leasing of a portion of a Unit or roommate leases are prohibited.
13. The Board of Directors may grant, in its sole discretion, an exception to the restrictions set forth in this Article for hardship.
14. Exempt from the provisions of this Article are:

(a) Occupancy transfers from an Institutional First Mortgagee that acquires a Unit as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings;

(b) Occupancy transfers to or from the Association.