



CFN 20170119224

DR BK 28997 PG 1866
RECORDED 04/06/2017 10:56:09
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1866 - 1873; (8pgs)

Prepared By and Return To:
Jennifer M. Cunha, Esq.
The Law Office of J.M. Cunha, Esq.
601 Heritage Drive, Suite 424
Jupiter, FL 33458

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF BRISTOL LAKES AT ABERDEEN

WHEREAS, the Declaration of Covenants and Restrictions for Bristol Lakes at Aberdeen was recorded in Official Records Book 9992 Page 1577 of the Public Records of Palm Beach County, Florida (the "Public Records"), as thereafter amended from time to time (collectively, the "Declaration) and;

WHEREAS, pursuant to Section 6.28 of an Amendment to the Declaration which was recorded in Official Records Book 17926 Page 0180 of the Public Records of Palm Beach County, Florida, the Declaration's Use Restrictions in Section 6 may be amended by a two-thirds (2/3) vote of the entire Board of Directors of Bristol Lakes Homeowners Association, Inc. (the "Association") and;

WHEREAS, at a duly noticed meeting of the Board of Directors held on 2/23/2017 not less than two-thirds (2/3) of such Board of Director's votes were cast as described in the Amendment to the Declaration to approve the proposed Amendment to the Declaration in the particulars as set forth in Exhibit "1" to this Certificate; and

WHEREAS, this Certificate of Amendment and Exhibit "1" shall be filed in the Public Records of Palm Beach County Florida.

NOW, THEREFORE, the Declaration shall be amended in the particulars as stated in Exhibit "1" attached hereto; this Amendment shall run with the real property known as Bristol Lakes at Aberdeen and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors, assigns, tenants, guests and visitors, and except as otherwise amended hereby, shall remain unchanged in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

I HEREBY CERTIFY that the Amendment attached to this Certificate has been approved by the vote(s) required by the Amendment to the Declaration of Bristol Lakes at Aberdeen.

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Certificate of Amendment this 23 day of Feb, 2017.

**BRISTOL LAKES HOMEOWNERS
ASSOCIATION, INC.,** a Florida Not-for-Profit
Corporation

This is not a
copy

BY: *Margaret*
_____, **PRESIDENT**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 23 day of February, 2017 by *, **President**, of the Bristol Lakes Homeowners Association, Inc., who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



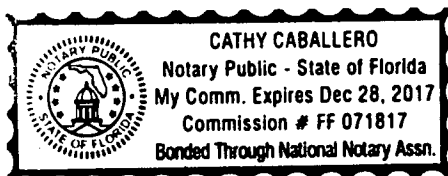
Cathy Caballero

Notary Public

BY: *[Signature]*
_____, **SECRETARY**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 23 day of February, 2017 by *, **Secretary**, of the Bristol Lakes Homeowners Association, Inc., who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



Cathy Caballero

Notary Public

Exhibit "1"

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BRISTOL LAKES AT ABERDEEN

As used herein the following shall apply:

- A. Words underlined denote additions to the present text.
- B. ~~Words stricken~~ denote deletions from the present text.

The Declaration is hereby amended to revise Section 6.10 as follows:

~~6.10 LEASES. All leases of a Unit must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the Association prior to occupancy by the tenant.~~

6.10 LEASE APPROVAL PROCESS REQUIREMENTS.

An Owner may lease only his entire Unit, and then only in accordance with the Declaration, after receiving approval by the Board or Directors, or its designated subcommittee, as provided for in this Section 6.10. Reference to "Rentals" in this Section 6.10 shall also include Leasing. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. Any lease, lease renewal, or change in occupancy under, during, or along with a lease is referred to in Section 6.10 as a "Transfer." In the interest of protecting homeowners and their families, preserving property values, and enhancing the quality of life within the community, this Section 6.10 shall govern rental agreements between Owners and Tenants of homes within Bristol Lakes at Aberdeen. Nothing in this policy is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing or to violate any provision of the Fair Housing Act (FHA).

A. Procedures.

1. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least fifteen (15) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended Occupants, as a condition of approval. The Board of Directors may obtain a criminal background check and credit check on prospective lessees and has the power to promulgate new rules and regulations regarding tenant screening standards and fees from time to time.

2. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within fifteen (15) days. If the Board or its designee neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

o In addition to the foregoing, the Association may require that all Owners wishing to lease their Unit deposit with the Association an amount equal to one month's rent, as security, which the Association will deposit in an escrow account. Payment of interest, if any, claims against such deposits, refunds and disputes relating to the security deposit shall be governed by Part II of Chapter 83, Florida Statutes.

3. Disapproval. A proposed Transfer shall be disapproved only if a majority of the whole Board or Subcommittee so votes, and in such case the Transfer shall not be made. The Board, or its designee, shall have the power to deny tenants on the basis of criminal background checks and/or credit checks. The Board or its designee shall analyze criminal background checks based on a case by case basis and make a decision based on the timeline, nature, and severity of the crime as well as the level of threat to the Association, its property, and its Members. The Association shall have the right to determine, through the Board of Directors, standards for screening tenants. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

i. The Owner is delinquent in the payment of Assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs, and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;

ii. The person seeking approval or intended Occupants have been convicted of a crime within the past seven (7) years, or, if they have been incarcerated, in the last seven years since release from jail;

iii. The prospective lessee or other intended Occupants have been arrested and/or charged with a crime;

iv. The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;

v. The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;

vi. The application on its face appears to indicate that the person seeking approval and/or intended Occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Association and/or Rules and Regulations of the Association.

vii. The prospective lessee or other intended Occupants have a history of conduct which evidences disregard for the rights and property of others;

viii. The lessee or other intended Occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Association and/or Rules and Regulations of the Association;

ix. The lessee(s) do not meet the minimum credit score requirements as promulgated in the Rules and Regulations, which may be changed from time to time by the Board of Directors.

x. The Owner has not owned the property for the minimum twenty-four (24) months required prior to leasing or the lease terms do not fall within the guidelines set forth in this Declaration, Bylaws, Articles, or Rules and Regulations.

xi. The lessee(s) or intended Occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or

iv. The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

Notice of disapproval shall be sent or delivered in writing to the Unit Owner.

4. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

5. Unapproved Transfers. Any Transfer which is not approved, or which disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 6.10 be violated.

6. Application Form. The Association vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended lessee(s), and Occupants, as may reasonably be required by the Association in order

to enable the Association to reasonably investigate the intended lessee(s), and Occupants within the time limits extended to the Association for that purpose as set forth in this Section 6.10. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

7. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 6.10; in an amount not to exceed the maximum allowed by applicable law from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term. The Association shall perform annual background checks on all tenants over the age of 18 at the time of renewal.

8. Limitation on Lessee. Leasing shall be limited to a natural or natural persons in his/their individual capacity/capacities only, such that no Unit shall be leased to a corporation, partnership, trust, trustee or commercial organization, unless the manager or officers of the corporation will be occupying the residence.

B. Contents in Lease Agreement. Every lease as of the Effective Date of this Declaration, whether oral or written, shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

1. The Lessee and all Occupants shall abide by all provisions of the Association Documents and reasonable Rules and Regulations, as amended from time to time.

2. The parties recognize that the Association, as agents for the landlord/Owner, has the power to evict the tenants and Occupants under Chapter 83, Florida Statutes, for violations of the Association Documents and reasonable Rules and Regulations, as amended from time to time. In the event that any tenant(s) of any Unit is in violation of any provision contained in the Association's governing documents, or any laws or ordinances, the Association shall have the right to evict the tenant(s) as if the Association were the landlord under such lease and levy an Individual Assessment against the Owner and Unit. In the event that the Association initiates eviction proceedings, the Owner of the Unit that is the subject of the eviction proceedings shall be liable to the Association for all attorney's fees and costs related to such eviction proceedings, and any unpaid attorney's fees and costs shall be levied against the Owner and Unit as an Individual Assessment and shall be a lien upon the Owner's Unit.

3. Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited without the express written approval of the Board. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented. No bed and breakfast facility or half-way house may be operated out of a Unit. No transient tenants may be accommodated in a Unit. No timeshare or any other similar agreement is permitted.

4. Association's Limit on Rental Units. The Association sets the maximum number of Rentals permitted at any point in time to be five (5) Homes in Bristol Lakes at Aberdeen. The

Board of Directors shall promulgate reasonable rules and regulations regarding this provision from time to time.

5. Grandfather Clause. Because of circumstances due to preexisting factors, the following provisions are adopted:

a. If the number of Rentals is greater than five (5), at the time these provisions are adopted, then the Rental Limit will be set at the number of Rentals at the time these provisions are adopted until the number of current Rentals is reduced to five (5), at which time the maximum number of Rentals will be fixed at five (5) Units. However, no new Rentals will be permitted until the number of rentals drops below five (5).

b. The Board of Directors will consider any extenuating circumstances, including but not limited to. e.g., job relocation or military service, that necessitates a homeowner applying for a lease when the MAXIMUM number of lots are already leased.

c. All current tenants must be pre-approved through the Board and/or Committee at the time of lease renewal subject to the provisions in this Declaration.

d. Conditions Applicable to the Grandfather Clause: At the time these provisions are adopted, Owners leasing Units at the time of adoption shall be known as Current Landlords and must submit a copy of the current Lease to the Association no later than thirty (30) days after the date of adoption.

7. Frequency and Term of Leasing: No Unit may be subject to more than one (1) lease in any twelve (12) month period and all leases must be twelve (12) months in length. If a Tenant who has signed a lease, defaults on the lease or abandons the Unit before the expiration of the lease term, the Board shall have the right to allow the Owner to find a replacement Tenant at the Board's discretion. However, if the Replacement Tenant defaults or abandons the Unit, or if the term of the replacement Lease expires before the expiration of twelve (12) months after the date of the original lease, the Owner may not replace the Replacement Tenant until the twelve (12) month period has expired.

8. Minimum Length of Ownership Required. Notwithstanding anything in the Declaration of Covenants, Conditions and Restrictions, the Association's Bylaws, Articles of Incorporation and Rules and Regulations to the contrary, no Unit may be leased by an Owner prior to twenty-four (24) months from the date of obtaining ownership of the Unit by such Owner. In all other instances, leasing shall be permitted in accordance with the other provisions of this Declaration only upon the expiration of said twenty-four (24) months of ownership, which for the purposes of this provision shall consist of twenty-four (24) consecutive months of record title ownership. Any Owner that owns a Unit as of the effective date of this Amendment and any institutional first

mortgagee that holds a mortgage on a Unit as of the effective date of the Amendment shall be deemed to have satisfied the twenty-four (24) month requirement. The Board shall have the sole discretion to waive this leasing restriction prior to the expiration of the twenty-four (24) month ownership period in cases resulting in undue hardship to the Owner. Such waiver shall not constitute a waiver of any rights against the Owner thereafter or against any other Owner.

o 9. Governing Documents. It is the Owner's responsibility to make available to the lessee or Occupants copies of all Association Documents including Rules & Regulations of the Association. Occupants, guests, and lessees of a leased Unit must remain in compliance with all the terms and conditions of the documents governing the Bristol Lakes Declaration of Covenants and Restrictions.

The Declaration is hereby amended to revise Section 6.14 as follows:

6.14 OCCUPANCY. Occupancy of a leased Unit shall be limited to a single-family Unit, including caregivers. No UNIT shall be permanently occupied by more than two (2) persons per each bedroom in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY. The only Guests which may occupy a Unit in the absence of the host (Owner or tenant) are Related Guests; no other Guests may do so. The term "absence" of the host shall mean where the host is not present overnight along with the Guest or person in question. Further, a "Related Guest" is a Guest who is related to the host as parents, grandparents, children, grandchildren, parents in law, brothers and sisters, and in each case the spouse of such relative. Guests may not remain on the premises for more than fourteen (14) consecutive days or thirty (30) cumulative days in a year without the express approval of the Board, who shall have the right to screen said guests as though they were tenants, and who shall further have the right to deny Guests.