

Record and return to:  
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**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BENT TREE PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Bent Tree Property Owners Association, Inc. was recorded in Official Records Book 8403, Page 1087, 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 amended as follows (additions to prior language are reflected by underlining, and deletions of prior language are struck through):

**Amendment No. 1**

Article XII, Section 1(b) of the Declaration of Covenants, Conditions and Restrictions ("Lease") is hereby revised, to read in its entirety as follows:

"(b) Lease. Leasing in any manner which violates the single family use restriction is prohibited. Any Member intending to make a bona fide lease of his Residential Unit shall give to the Association, notice of such intention in writing, together with the name and address of the intended lessee, the term of the lease, a copy of the lease and such other information concerning the intended lessee as the Association may reasonably require. All such leases shall be in writing and shall be for a term of not less than ~~three (3)~~ twelve (12) months, and a Residential Unit shall not be leased more than ~~four (4)~~ one (1) times in any twelve (12) month period. Further, all leases of Residential Units shall provide that the lessee shall be subject in all respects to the terms and conditions of this Declaration and that any failure by the lessee to comply with such terms and provisions shall constitute a material breach of the lease. The lease may also state who shall be responsible for payment of Assessments which shall be so assessed by the Association, provided however nothing contained in such lease shall modify the Member's obligation for payment of Assessments to the Association. The Association may require such other lease provisions as it shall from time to time deem appropriate. Unless expressly provided to the contrary in a lease, a Member, by leasing his Residential Unit, automatically delegates his rights of use and enjoyment of the Common Area to the lessee of the Residential Unit and in so doing, the Member relinquishes said rights during the term of the lease."

**Amendment No. 2**

A new subsection c (regarding "Lease Restrictions") is hereby added to Article XII, Section 1 of the Declaration of Covenants, Conditions and Restrictions, to read in its entirety as follows:

"(c) Lease Restrictions. The following lease restrictions shall be applicable to all current and future Members (but shall not apply to any Residential Unit owned by the Association), unless specifically provided otherwise below:

1. As to any Member who has acquired title to a Residential Unit after the date of recording this Amendment, the Residential Unit shall not be leased or rented for at least one (1) full year from the date of acquiring title;

2. No more than ten percent (10%) of the total number of Residential Units may be rented at any one time, except that:

(a) If a Member already has a lease in effect on the date of recording this Amendment, then that Member may continue to renew the lease with the current tenant, but if the Member moves back into the Residential Unit at any time or enters into a new lease with a new tenant, then all of the regulations set forth in this Section shall apply (i.e., any new leases must be for a minimum of twelve (12) months).

(b) If a Member already has a lease in effect on the date of recording this Amendment and the Residential Unit is sold after the date of recording this Amendment, then the tenant shall be permitted to complete the lease term up to a maximum of one (1) year from the date of the sale. The new Member shall then be prohibited from leasing or renting the Residential Unit for one (1) year from the expiration of the lease term.

(c) Notwithstanding the above, the Board of Directors, in their sole discretion, may otherwise approve a lease for hardship reasons only, but only for a maximum of one (1) year and only if the Member provides satisfactory documentation requested by the Board to confirm the hardship."

**Amendment No. 3**

A new subsection c (regarding "Association Lease Approval") is hereby added to Article XII, Section 4 of the Declaration of Covenants, Conditions and Restrictions, to read in its entirety as follows:

"(c) Association Lease Approval. By submission of a lease for approval, the Member and prospective tenant(s) agree that the Association is authorized to conduct a criminal and financial background check as to all proposed occupants under the lease (the Member is responsible for the costs of such background checks). The Association may deny the lease if, in the sole discretion of the Board of Directors, such background checks provide reasonable evidence that any occupant may pose a risk to the community or that the tenant(s) are unlikely to be able to comply with the financial requirements of the lease."

**Amendment No. 4**

Article XII, Section 6 of the Declaration of Covenants, Conditions and Restrictions, is hereby deleted in its entirety as follows:

~~"Section 6. EXCEPTIONS. The foregoing provisions of this Article shall not apply to an Institutional First Mortgagee that acquires title as the result of owning a mortgage upon the Lot concerned, and this shall be so, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure; nor shall such provisions apply to a transfer, sale, or lease by an Institutional Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale, nor shall such provisions apply to any transfer by the Developer."~~

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 amendments were approved by the affirmative vote/written consent of members holding not less than two-thirds (2/3) of the voting interests of the membership, pursuant to Article XVIII, Section 1 of the Declaration.

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Certificate of Amendment this 28 day of June, 2017.

**BENT TREE PROPERTY OWNERS  
ASSOCIATION, INC.,**  
a Florida Not-for-Profit Corporation

By: Andrea Ciampi  
Andrea Ciampi, President

Witnesses:  
[Signature]  
(signature)  
Eric Lamine  
(printed name)

[Signature]  
(signature)  
Nicholas J. Bereschak  
(printed name)

Irving Reifler  
(signature)  
IRVING REIFLER  
(printed name)

Attest: Allen Arnett  
ALLEN ARNETT, Secretary

Barbara Reifler  
(signature)  
Barbara Reifler  
(printed name)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28 day of June, 2017, by Andrea Ciampi, as President, and Allen Arnett, as Secretary, respectively, of BENT TREE PROPERTY OWNERS ASSOCIATION, INC., who are personally known to me or have produced personally known identification and who did take an oath.



CODY CLARKE  
MY COMMISSION # FF 079432  
EXPIRES: December 26, 2017  
ended Thru Budget Notary Services

[Signature]  
Notary Public  
State of Florida  
My Commission Expires:

(Notary Seal)

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