



SECOND AMENDMENT TO THE NEIGHBORHOOD COVENANTS FOR WEDGEWOOD VILLAGE
PROPERTY OWNERS ASSOCIATION, INC.

FILE NUM 20110370252 OR BOOK/PAGE 24778/1304 DATE: 10/05/2011 08:10:28 Pgs 1304 - 1307 (4pgs)
Sharon R. Beck, CLERK & COMPTROLLER

THIS SECOND AMENDMENT to the NEIGHBORHOOD COVENANTS FOR WEDGEWOOD VILLAGE PROPERTY OWNERS ASSOCIATION, INC. a Florida not for profit corporation ("Association") is made this 7th day of September, 2011.

WHEREAS, the Association originally caused to be filed and recorded at Official Records Book 8888 Page 688, et. seq. of the Public Records of Palm Beach County, Florida, Declaration of Covenants and Restrictions along with an Amendment to the Neighborhood Covenants for the Association dated May 16, 2000 recorded at Official Records Book 11797 Page 210, et. seq.

WHEREAS, the Association, through a vote of its members, desires to amend said Neighborhood Covenants ("Declaration") to provide for the preservation of the values and amenities thus established;

WHEREAS, pursuant to Article XI of the Declaration, the Association hereby amends the above described terms as follows:

SECOND AMENDMENT TO THE NEIGHBORHOOD COVENANTS FOR WEDGEWOOD
VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

Article VIII, Section 2 of the Declaration shall be amended as follows (Additions indicated by "underlining"; deletions by "~~strike through~~"):

Section 2. Leases. No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-laws of the Association, applicable rules and regulations, the Foundation Covenants or other applicable provisions of any agreement, document or instrument governing the Properties or administered by the Association or the Foundation. Leasing of Lots and Units shall also be subject to the prior written approval of the Association ~~or~~ and the Foundation. Leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. No lease shall be approved for a term less than any minimum term set by the Association through resolution of its Board of Directors, as long as such term is not less than ~~six (6)~~ twelve (12) months. Owners wishing to lease their Lots and Units may be required by the Board of Directors to place in escrow with the Association the sum of up to \$1,000.00 which may be used by the Association to repair any damage to the Common Areas or other portions of The Properties of Winston Trails resulting from acts or omissions of tenants (as determined in the sole discretion of the Association or Foundation, as applicable). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum 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. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00 shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out.

Section 2.1 All leases shall be delivered to the Association prior to occupancy by the tenant(s). Furthermore, any and all leases must be accompanied by a Uniform Lease Addendum in favor of the Association executed by the Landlord and Tenant which shall contain such terms and conditions such as (i) the Association's direct and immediate right to evict any and all tenants due to non-payment by Owner and/or tenant of any amounts due the Association including without limitation Assessments, fines for violations, application fees, or other such amounts due from Owner and/or tenant to Association; (ii) the Association's right to demand tenant make any and all rental payments directly to Association in the event of Owner's non-payment of any amounts due the Association including without limitation Assessments, fines for violations, application fees, or other such amounts due from Owner to Association; (iii) the Association's right to fine tenants directly for violations of the Declaration; (iv) the Association's right to require tenant to place a security deposit directly with Association prior to tenant's occupancy, in amounts reasonably determined by Association which may be used by Association to reimburse Association for non-payment of any amounts due the Association including without limitation Assessments, fines for violations, or other such amounts due from Owner tenant to Association; and (iv) any other provisions reasonably calculated to provide for the preservation of the values and amenities of the Association. Such Uniform Lease Addendum may be amended from time to time in the sole discretion of the Association. Such Uniform Lease Addendum shall be provided to Owner and/or prospective tenant upon request. Owner shall not permit and tenant shall not occupy the subject leased property until such application for rental is approved in writing by the Association. Association shall have the right to deny the approval of any such lease and/or rental arrangement based upon the following factors:

(i) Any amounts outstanding from Owner to Association including without limitation, unpaid assessments, fines, or other such monetary obligation towards Association;

(ii) Creditworthiness of tenant and/or Owner;

(iii) Criminal history background check of tenant and/or Owner;

(iv) Incomplete lease application; and/or

(v) Any other factors relevant and material to the preservation of the values and amenities of the Association.

Section 2.2 At no time shall the Association allow for more than six (6) Lots and Units of the Association be the subject of an approved rental arrangement, hereinafter referred to as the "Rental Unit Maximum". In the event the Rental Unit Maximum is currently reached, no further rental arrangements shall be approved by the Association until the number of Lots and Units within the Association subject to a rental arrangement goes below the Rental Unit Maximum. Notwithstanding anything to the contrary in this Declaration, should the Association take title to a Lot or Unit via foreclosure, deed in lieu of foreclosure or by any other means, the Association shall freely have the right to rent such Lots and Unit(s) to any third party without regard to any Rental Unit Maximum limitations. Furthermore, the Rental Unit Maximum may be exceeded if the Board of Directors determines upon good showing an Owner has demonstrated extreme hardship warranting the Association approving the rental of the Lot or Unit for a period not to exceed two (2) years. Such determination as to extreme hardship shall be made in the sole and absolute discretion of the Board of Directors.