

DICKER, KRIVOK & STOLOFF, P.A.

ATTORNEYS AT LAW

1818 AUSTRALIAN AVENUE SOUTH
SUITE 400
WEST PALM BEACH, FLORIDA 33409

EDWARD DICKER
JAMES N. KRIVOK
SCOTT A. STOLOFF
LAURIE G. MANOFF
JOHN R. SHEPPARD, JR.

TELEPHONE
(561) 615-0123

FAX
(561) 615-0128

October 13, 2015

(Via e-mail / kval791@comcast.net)

Board of Directors
Polo West Estates Homeowners'
Association, Inc.
f/k/a Greenview Cove HOA, Inc.
c/o Ken Valdespino
2037 Henley Place
Wellington, FL 33414-7702

Re: Recorded Amendment

Dear Board Members:

Enclosed find the original Certificate of Amendment and Amendment to the Declaration of Restrictions of Greenview Cove of Wellington, which have been recorded in Palm Beach County Official Records Book 27815, at Page 1499. We have kept a copy for our records.

Very truly yours,



EDWARD DICKER
For the Firm

EAD:sao
Enclosure
211610110.13L



CFN 20150349701
 OR BK 27815 PG 1499
 RECORDED 09/23/2015 08:06:43
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1499 - 1503; (5pgs)

WILL CALL BOX 165
 This instrument prepared by:
 Edward Dicker, Esquire
 DICKER, KRIVOK & STOLOFF, P.A.
 1818 Australian Avenue So., Suite 400
 West Palm Beach, Florida 33409
 (561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF RESTRICTIONS OF
 GREENVIEW COVE OF WELLINGTON - P.U.D.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Restrictions of Greenview Cove of Wellington - P.U.D. The original Declaration of Restrictions is recorded in Official Records Book 4199, Page 1933, of the Public Records of Palm Beach County, Florida.

DATED this 8th day of September, 2015.

[Signature]
 Witness
[Signature]
 Witness

**GREENVIEW COVE HOMEOWNERS
 ASSOCIATION, INC.**

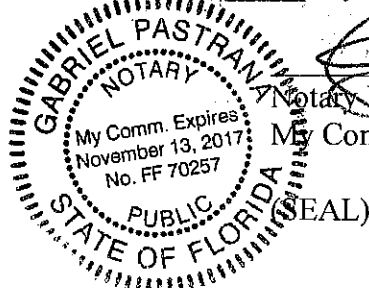
By: Kenneth E. Valdespino
 President
 Attest: Angela Lacy
 Secretary

(SEAL)

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

BEFORE ME personally appeared Kenneth E. Valdespino, the President, and Angela Lacy, Secretary, of Greenview Cove Homeowners Association, Inc., who produced FL DL and FL DL as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Greenview Cove Homeowners Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 8th day of September, 2015.



[Signature]
 Notary Public, State of Florida at Large
 My Commission Expires: Nov. 13, 2017

Amendment to The Declaration of Restrictions

The original Declaration of Restrictions of Greenview Cove of Wellington-P.U.D' is recorded in Official Records Book 4199 at page 1933 of the Public Records of Palm Beach County, Florida

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

A new Article XVI shall be added to the aforesaid Declaration of Restrictions which shall read as follows:

Lease Approval Process: Leasing of Residence. Notwithstanding anything to the contrary contained in this or any other document governing Polo West Estates, the association, through the Board of Directors shall approve all leases, as set forth herein. The following provisions govern the lease process:

- (A) Any owner intending to lease their property shall be required to give notice to the Association by submitting the following information to the Polo West Estates Homeowners Association (hereafter PWEHOA):
- a. The name and address of the proposed lessee and such other information concerning the proposed lessee as the association may reasonably require;
 - b. An executed copy of the proposed lease. The lease shall state (or be deemed to state) that lease is subject to the PWEHOA Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, as promulgated from time to time.
 - c. A properly executed rental application for review and approval by the PWEHOA (provided by the Association). The Board may also require a personal interview with the prospective lessee and occupants as a further condition to approve.
 - d. All documents are to be submitted not less than thirty (30) days, nor more than sixty days (60) prior to the date the lease term shall commence.
 - e. In the event that an existing lease is being renewed or extended, a copy of the renewal or extension lease must also be provided to Polo West Homeowners Association not less than thirty (30) Days, nor more than sixty (60) days prior to the end of the original lease term, and any other documentation required by the Board, in order to request approval for the lease renewal.

(B)

- a. **PWEHOA shall have the authority to charge an application fee in an amount to be determined by the Board of Directors from time to time, but in no event to exceed One Hundred fifty (\$150.00) dollars per applicant.**
- b. **There may also be an application fee from the PWEHOA management company to cover the cost of background checks, criminal record checks and all other necessary research to present to the PWEHOA Board of Directors for approval.**
- c. **Homeowners wishing to lease their residence may be required to place in escrow with the PWEHOA the sum of one thousand \$1,000.00 dollars (to be held in a non-interest bearing account) which may be used by the Association as a security deposit to repair any damage to the common areas or other portions of the properties of Polo West Estates resulting from the acts or omissions of lessee or tenants (as determined by the sole discretion of the association). The owner will be jointly and severally liable with the tenant to the association for any amounts in excess of such sum which is required by the association.**

(C) All leases and renewals must be for a period of not less than (3) three months. No residence shall be leased or rented for nightly, weekly or less than a three (3) month period. No lease will be approved that results in the same residence being leased more frequently than once in the same twelve (12) month period, measured from the commencement date of the most recent prior lease.

(D) The entire residence must be leased as a whole and no portion of any residence will be allowed to be rented or leased.

(E) No residence shall be rented or leased by the owner until such time the owner has had title vested in the owner's name for a period of at least 12 months determined by the recordation date of the instrument of conveyance by and through the public records of Palm Beach County, Florida. Notwithstanding the above, the PWEHOA shall not be governed by this and shall have the authority to lease such residence within the first 12 months of ownership where the PWEHOA takes title to a residence as the result of foreclosure. In addition, this restriction does not apply to an individual or entity acquiring title by inheritance or pursuant to estate planning.

(F) At no time shall the PWEHOA allow for more than ten (10) lots or residences within Polo West Estates to be approved for rent or lease, hereinafter referred to as the Rental Unit Maximum (RUM). In the event that the rental unit maximum is reached, no further rental arrangements shall be approved.

(G) Failure to Give Notice: If notice of intent to rent is not properly provided to the PWEHOA, then at any time after receiving knowledge of a transfer or event transferring possession of a residence, the PWEHOA, at its election and without notice, may approve or disapprove the transfer. If the transfer is not approved then the owner's transponders for gate entry will be turned off and the eviction process, and/or other legal action, may be commenced against the tenant and/or owner. In addition no visitors will be allowed to enter Polo West Estates for this residence until such time that the tenant has vacated.

(H) Remedies: In the event that the PWEHOA determines that any provisions contained herein are not complied with, the association may approve or disapprove the lease as set forth above. In the event is disapproved, the PWEHOA shall have the right to remove any lessee or tenant by injunctive relief, eviction or otherwise.

a. In the event any attorney's fees are incurred by the Association as a result of non-compliance with this article, the attorney's fees will be an individual assessment levied against the subject owner who shall be responsible to pay same, whether or not a lawsuit has been filed.

(I) No gate entry transponders to Polo West shall be turned over to a lessee until such time that the lessee has been reviewed and approved (all paper work received) by the PWEHOA. Transponder codes will be entered into the Polo West Estates computer system with a start date and an end date at which time they will turn off and no entry will be allowed.

(J) PWEHOA shall further have the right to deny the approval of any lease including renewals or extensions of a lease, and or rental arrangement based upon the following:

- a. The person(s) seeking approval (which shall include all proposed occupants) has been convicted of a crime at any time; or
- b. The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida Law or pursuant to any other jurisdiction; or
- c. The person(s) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in this or any other Association as a lessee, guest, owner or occupant of a lot or residence; or
- d. The person(s) seeking approval takes possession of the residence prior to the approval by PWEHOA as provided herein; or

- e. **The person(s) seeking approval fails to comply with the requirements of this section; or**

- f. **The owner of the residence is delinquent in the payment of any financial obligation to PWEHOA under the Declaration or under any of the governing documents of the PWEHOA, or if the lot or owner is in violation of any of the applicable governing documents which remains uncured at the time the association is required to make its election hereunder.**

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