



This instrument prepared by and return to:
 LARRY E. SCHNER, ESQ.
 350 Camino Gardens Blvd., Suite 202
 Boca Raton, FL 33432

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 Palm Beach County, Florida
 Sharon R. Rock, CLERK & COMPTROLLER
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**AMENDMENT
 TO THE
 DECLARATION OF COVENANTS AND RESTRICTIONS
 FOR
 PASEOS HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT is made this 5 day of November, 2014, by PASEOS HOMEOWNERS ASSOCIATION, INC., ("PASEOS") pursuant to the Declaration of Covenants and Restrictions recorded on August 16, 1976 in Official Record Book 2572, Page 207, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article XI, Section 4 of the Declaration of Covenants and Restrictions ("Declaration") for PASEOS authorizes the Declarant to amend the Declaration upon the consent of Owners holding not less than two-thirds (2/3) of the voting interests of the membership.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for PASEOS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Article VIII of the Declaration by adding Section 13 as follows: *(additions indicated by underline, deletions indicated by strikethrough)*

"Section 13. Leasing Restrictions. To avoid the transient environment that results when units are purchased for investment and leasing, and in order to secure a community of congenial residents and thus protect the value of the homes in the community, a unit may not be leased until an Owner has held title for a minimum of one (1) year. Without the prior written consent of the Association, no lease may be modified, amended, extended, or assigned, and any tenant or occupant may not assign his interest in such lease or sublet the Unit or any part thereof.

All leases of a unit must be in writing to a specific person or persons or single families, and shall be subject to the Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association. For purposes of this Section and the approvals herein required, any person(s) occupying a unit in the absence of the unit owner, or in the absence of an approved occupant or tenant, shall be deemed occupying the unit pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, a unit owner may from time to time permit guests to occupy his unit in his absence and

without consideration for periods not exceeding thirty (30) days in any twelve (12) month period as to any one guest, and such occupancy shall not be deemed a lease and shall not require the approval of the Association.

All prospective lessees shall make application to the Association and pay an application fee to defray costs in the amount of \$100.00 (or such greater amount as may be allowed by law) prior to the commencement of any lease term. The applicant shall provide the Association with all information requested by the Association, sign a release for a background check, and may be required to submit to an interview by the Board of Directors or its designated representatives. All prospective tenants shall be approved or denied within thirty (30) days of receipt of the application. After approval by the Association, as herein required, entire units but not less than entire units may be leased, provided occupancy is only by the lessee and his family and guests. No more than two (2) unrelated people shall be permitted to reside in a unit. Leasing of a unit shall be limited to one lease during any twelve-month period. All leases will be one year in duration. No lease shall be for a period of more than one (1) year. No residence may be subject to more than one lease in any twelve-month period. For purposes of determining when the lease period begins, the first day the lessee occupies the Unit pursuant to a particular lease shall be the first day of the twelve (12) month period.

All occupants are limited to two persons per room; a room is defined as a bedroom having windows, but not including a family room, media room, living room, or other designated room as provided on the original plans of the Unit.

Actions for damages, injunctive relief, eviction or removal of a lessee or guest for failure to comply with the Association documents may be brought by the Association against any lessee or guest after first giving the owner written notice of the problem and an opportunity to cure. An owner shall be responsible to inform his/her lessees and guests of the terms and provisions of the Association documents. An owner shall be jointly and severally liable for all acts or omissions of his/her lessees and guests and for all damages, costs, expenses and injuries caused by his/her lessees or guests resulting from the occupancy of the Unit by his/her lessees and guests. In the event a lessee or guest shall cause any damage or injury, or violate the terms and provisions of the Association documents, after first giving the owner written notice of the problem and an opportunity to cure, the Association shall be entitled to bring legal action to terminate the lease and evict the tenant and/or guest pursuant to Chapter 83, Florida Statutes, as well as recover damages. The Association shall also be permitted to recover from the owner and/or the lessee and/or guest, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such legal action, whether suit be brought or not, and through the appellate level. The remedies provided for herein shall be cumulative and in addition to any other remedy the Association may have against the owner or lessee or guest.

Further, any lease that has commenced prior to the effective date shall not be subject to this Section 13.

ii. Except as amended and modified herein, all other terms and conditions of the Declaration for PASEOS shall remain in full force and effect according to their terms.

iii. This Amendment has been proposed and adopted by the consent of Owners holding not less than two-thirds (2/3) of the voting interests of the membership.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for PASEOS to be executed by the duly authorized officer, this 5 day of November, 2014.

WITNESSES:

PASEOS HOMEOWNERS
ASSOCIATION, INC.

Sindi Bass
WITNESS
Sindi Bass
(Print name)

BY: [Signature]
REX SIMS
(Print Name and Title)

Drew Garrett
WITNESS
Drew Garrett
(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 5 day of November, 2014, by Rex Sims, President of Paseos Homeowners Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 5 day of November, 2014.



APRIL M. SHARP
MY COMMISSION # EE 109168
EXPIRES: July 5, 2015
Bonded Thru Budget Notary Services

[Signature] APRIL M. SHARP
Notary Public
My commission expires: July 5, 2015