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Record and Return to: Robert G. Rydzewski, Jr., Esq. Cornett, Googe & Associates, P.A. P.O. Box 66 Stuart, FL 34995

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR NORTH PANTHER TRACE AT SAWGRASS LAKES P.U.D.

The Declaration of Covenants and Restrictions for North Panther was recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 1132, Page 2166 et.seq., and were amended at Official Records Book 1444, Page 2101 et.seq. The same Declaration of Covenants and Restrictions are hereby amended as approved by the members at the special members' meeting held on April 29, 2008.

1. Section 8.10 is hereby amended as follows:

8.10 <u>Leasing of Lots with Dwelling Structures</u>.

- A. <u>General</u>. An Owner may lease only his entire Lot, and then only in accordance with the Declaration with the need for Association Approval. Each Owner shall be required to advise the Association in writing, of any lease or change in occupancy, and shall provide a copy of the lease to the Association upon execution of same. The Association shall be permitted to adopt a form for the Owner and/or lessee to execute providing reasonable information relating to same. North Panther Trace, HOA, has adopted a Third Party Lease Agreement for this purpose.
- B. <u>Contents of Lease Agreement</u>. Prior to entering into lease, a criminal background check will be required for EACH ADULT who will be living in the residence, the cost of which shall be paid by either the Owner or lessee. Grounds for refusal are any serious misdemeanor or any felony. Every lease, 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 Governing Documents and reasonable Rules and Regulations, as amended from time to time, and the failure to do so shall constitute a material default and breach of the lease.
- 2. Any assessments or Charges, together with interest, late fees, costs and attorneys' fees, due and owing by the Owner/landlord shall be paid by the lessee directly to the Association, so long as the Association notifies the Owner/landlord and lessee of such sums due and owing, and lessee shall not be in breach of the lease

for making such payments and deducting same from the rent due and owing to the landlord; the foregoing shall not change the fact that the Owner shall remain primarily liable for the payment of any and all such sums to the Association until same are paid in full. Prior to leasing, the Owner must be current on all maintenance dues.

- 3. The parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and Regulations, as amended from time to time.
- 4. After Owner receives notification that his prospective tenant has passed the criminal background check, either the Owner or lessee must post a \$500.00 security deposit to North Panther Trace Homeowner Association. The money will be held for the term of the lease, and no money from this deposit shall be used unless the property falls below the Minimum Level of Maintenance as outlined in the by-laws for North Panther Trace and which may be amended from time to time. The Owner will be notified in writing of the maintenance item(s) which need to be corrected and will be given a specific amount of time to correct the problem. Only when an Owner neglects his/her responsibility to make the necessary repairs or maintenance issues to his property, shall the Board use monies from this fund to make the necessary improvements to comply with the Minimum Level of Maintenance guidelines. At that time, the Owner will be notified in writing of the amount of money used from the deposit to make repairs or improvements.
- 5. Lessee shall meet with a member of the Board of Directors at which time he/she will be furnished with a copy of the Rules and Regulations. Lessee will be required to sign an affidavit stating that he/she has read the Rules and Regulations and that he/she, or their guests will abide by the rules.
- C. <u>Subleasing</u>; <u>Renting Rooms</u>. Subleasing of Lot shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Lot. The intention is that only Entire Lots may be rented, and Lots may not be sublet.
- D. <u>Frequency of Leasing</u>. No lease shall be made more often than twice in any 12 month period. For purposes of calculation, a lease shall be considered as made on the first day of the lease term.
- E. <u>Lease Terms</u>. The minimum permitted lease term shall be six months and the maximum permitted lease term shall be 12 months.

(The balance of Section 8 remain unchanged.)

2. The foregoing amendment to the Declar adopted by the members by a vote sufficient for	ration of Covenants and Restrictions was or approval.	
3. All provisions of the Declaration confirmed and shall remain in full force and herein.	of Covenants and Restrictions are herein d effect, except as specifically amended	
IN WITNESS WHEREOF, the undersigned has its name by its President, its Secretary and its name, 2008.		
WITNESSES:	North Panther Trace Homeowners	
11	Association, Inc.	
Wile El Jalelen Witness #1 Signature	By: Jahn Edge Kathy Eible, President	
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CHARLES. E. HNKLAME		
Witness #1 Printed Name What Make Make Make Make Make Make Make Make		
Witness #2 Signature		
Cynthia N Couch	AA-	
Withess #2 Printed Name	Att	
Witness #1 Signature	By: \(\frac{1}{1} \) Christina Scherker, Secretary	
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Witness #1 Printed Name	Jest Trace	
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Witness #2 Signature	\\ \tau_008	
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Witness #2 Printed Name	Corporaté Seal	
STATE OF FLORIDA	portions	
COUNTY OF	11	
The foregoing instrument was acknowledged before me	this <u>O</u> day of <u>AUDU</u> , 2008 by	
Kathy Eible as President of North Panther Trace Homeowners Association, Inc., [X] who is personally known to me or [] who has produced identification [Type of Identification:].		

Notary Public Commission Stamp/Seal:

Notary Seal



STATE OF FOUNDAME COUNTY OF STATE OF ST
Christina Scherker as Secretary of North Panther Trace Homeowners Association, Inc., [] who is
personally known to me or [] who has produced, identification [Type of Identification:
Notary Seal KELLY A. MURNANE Notary Public - State of Florida My Commission Expires Feb 22, 2009 Commission # DD 398949 Bonded By National Notary Assn.

CERTIFICATE

North Panther Trace Homeowners Association, Inc., by its duly authorized officers, hereby certifies that the Amendment to the Declaration of Covenants and Restriction, a copy of which is attached hereto, was duly and regularly approved by the members at the special members' meeting held on April 29, 2008.

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, 2008.	a no corporate coar annoa and so aay or
WITNESSES:	North Panther Trace Homeowners
$\Delta I = I = I$	Association, Inc.
114.0-91/00 10	By: Kathy Fible
Witness #1 Signature	Kathy Eible President
CHALLES E ANKLAMIT	
Witness #1 Printed Name	
Cynthea M Couch	
Witness #2 Signature	
Cuntkin N (Och	\mathcal{A}
Witness #2 Printed Name	
Medera Welland	By:
Witness #1 Signature	Christina Scherker, Secretary
THEBSORA CON. 1/ARS	of Trace 18
Witness #1 Printed Name	(£)
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Witness #2 Signature	4 1098
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Witness #2 Printed Name	Corporate Seal
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COUNTY OF	ي المستقد المس
The foregoing instrument was acknowledged before	me this <u>J</u> day of <u>JULU</u> , 2008 by
Kathy Eible as President of North Panther Trace Hoknown to me or [] who has produced identification	omeowners Association, Inc., [¼] who is personally
Mown to the of [] who has produced identification	1/ 1/ A A A A A A A A A A A A A A A A A
	Metal Public
KELLY A. MURNANE	Notary-Rublic Commission Stamp/Seal:
Notary Sea	1.

y Commission Expires Feb 22, 2009 Commission # DD 398949 Bonded By National Notary Assn. STATE OF COUNTY OF

The foregoing instrument was acknowledged before me this day of day of day of land, 2008 by Christina Scherker as Secretary of North Panther Trace Homeowners Association, Inc., [1] who is personally known to me or [1] who has produced identification [Type of Identification:

Notary Public

Notary Public - State of Florida

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My Commission Expires Feb 22, 2009 Commission # DD 398949 Bonded By National Notary Assn.

JOINDER AND CONSENT BY SAWGRASS LAKES MASTER ASSOCIATION, INC.

The Sawgrass Lakes Master Association, Inc., consents to the amendment to Section 8.10 of the Declaration of Covenants and Restrictions for North Panther Trace at Sawgrass Lakes P.U.D.

WITNESSES:	Sawgrass Lakes Master Association, Inc.
Withess #1 Signature	By:
Witness #1 Printed Wame	
Witness #2 Signature	
CHARLES E MANKLAMIT Witness #2 Printed Name	
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknowled	akes Master Association, Inc., [X] who is personally known to
	Notary Public / Norman
Notary Seal KELLY A. MURN. Notary Public - State of My Commission Expires F	f Florida
Commission # DD 3	98949

Bonded By National Notary Assn.

AFFIDAVIT OF MAILING

I, the undersigned, Secretary for Advantage Property Management, LLC, whose name appears at the bottom of this affidavit do hereby swear and affirm that the Amendment to the Declaration of Covenants and Restrictions for The North Panther Trace Homeowners Association, was mailed or hand delivered on June 27, 2008 to all owners in accordance with Florida Statutes. The order was mailed or hand delivered to each unit owner at the address last furnished to the Association, as such address appears on the books of the Association.

Acknowledged this 27th day of June, 2008

ADVANTAGE PROPERTY MANAGEMENT, INC.

Ву:	Hillary Madison	
Sec	cretary for Advantage Property Management, LLC.	
STATE OF FLORIDA		
COUNTY OF MARTIN)	\$\$ }	
fune adiantagi	rument(s) was acknowledged before this	day of of
My Commission Expires:	NOTARY PUBLIC SIGNATURE STATE OF FLORIDA AT LARGE	(Seal)

NORTH PANTHER TRACE HOMEOWNERS ASSOCIATION, INC

C/O Advantage Property Management 1111 SE Federal Hwy. Suite 100 Stuart, FL 34994 772-334-8900

June 25, 2008

Dear Unit Owner,

Enclosed please find a recorded copy of an amendment to your Declaration of Covenants and Restrictions that was approved by the members on April 29, 2008.

Please place the amendment with your original documents in a safe place.

Thank you.