

This Instrument Prepared by
and PLEASE RETURN TO:

Tanique G. Lee, Esq.
Gelfand & Arpe, P.A.
1555 Palm Beach Lakes Blvd.
Suite 1220
West Palm Beach, Florida 33401-2329

(561) 655-6224

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF RESTRICTIVE COVENANTS FOR GRAND ISLES**

THE UNDERSIGNED of GRAND ISLES MASTER HOMEOWNERS ASSOCIATION, INC. whose mailing address is c/o Davenport Property Management, 6620 Lake Worth Rd., Suite F, Lake Worth, FL 33467, certifies that the Declaration of Restrictive Covenants for Grand Isles, recorded in Official Records Book 9964, at Page 357 in the Public Records of Palm Beach County, Florida, as amended from time to time, has been further amended as set forth in Exhibit "A" [Legislature format ~~strike out~~ and underline] and Exhibit "B" [Clean] attached hereto.

Written consent of not less than seventy-five percent of those entitled to vote for the Amendment has been given in accordance with the provisions of By-Laws of Grand Isles Master Homeowners Association, Inc. Article III, Section 7 and §617.0701(4) Fla. Stat. (2022).

Dated this ✓ 14TH day of December, 2022.

Witnessed by:
Signature here: Doreen Levy

By: Doug Stark, President
Doug Stark, President

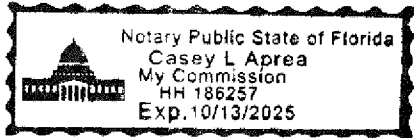
Print name here: Doreen Levy

Signature here: Alan Apfel

Print name here: ALAN APFEL

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of December, 2022 by Doug Stark, as President of Grand Isles Master Homeowners Association, Inc.



Signature here: Casey Aprea
Print name here: Casey Aprea
Notary Public, State of Florida

Serial Number:
My commission expires:

Personally Known OR Produced Identification _____
Type of Identification Produced: _____

Witnessed by:

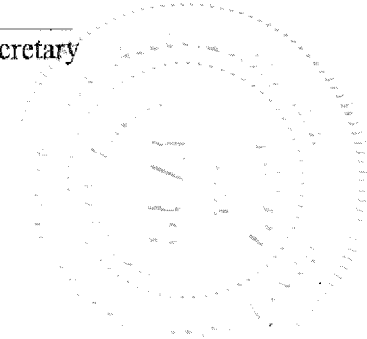
Signature here: *Doreen Levy*

Print name here: Doreen Levy

Signature here: *Alan Appel*

Print name here: ALAN APPEL

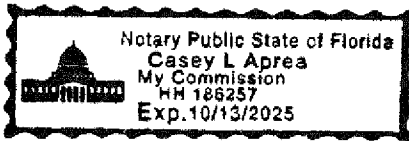
By: *Lauren McPhearson*
Lauren McPhearson, Secretary



STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of December, 2022 by Lauren McPhearson, as Secretary of Grand Isles Master Homeowners Association, Inc.



Signature here: *Casey Aprea*

Print name here: Casey Aprea

Notary Public, State of Florida
Serial Number:
My commission expires:

Personally Known OR Produced Identification _____
Type of Identification Produced: _____

\\wp\05836\05836 drafts\05836 drafts amd leasing\221206certofamendtgtr.docx

EXHIBIT "A"
TO
CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF RESTRICTIVE COVENANTS FOR GRAND ISLES

The Declaration of Restrictive Covenants, Grand Isles ("Declaration") recorded in Official Records Book 9964 at Page 357 of the Public Records of Palm Beach County, Florida as amended from time to time, Declaration Article VII entitled "Use Restrictions," Section 3 entitled "Leases" is amended as follows (the language added is underlined; the language deleted is ~~struck out~~):

(a) No Homesite, any interest in a Homesite, including, but not limited to, a portion of the Homesite may be transferred, or possession, occupancy or use permitted by lease, license, swapping arrangements, or otherwise receiving any type of compensation or consideration for use, possession, or occupancy of the Homesite (hereinafter collectively "Lease"):

(1) For a term of less than one hundred and twenty days, or a term of more than twelve months;

(2) More than once in any twelve-month period;

(3) For less than the entire Homesite; and

(4) During the first twenty-four months that the Homesite's Owner holds any title or interest in the Homesite as shown in the Public Records of Palm Beach County, Florida; however, this provision shall not apply to a Homesite:

a. Acquired by the Homesite's Owner before January 1, 2023;

b. Acquired by the Association or an entity controlled by the Association;

c. Acquired by the Lender pursuant to a foreclosure or deed in lieu of foreclosure of the Lender's first mortgage encumbering the Homesite; and

d. Whose title transferred to the Homesite's Owner while the Homesite was subject to a Lease agreement and as a condition of the transfer of title the Homesite's Owner took title subject to the Lease, but only until the end of the Lease term at which time the twenty-four month prohibition on leasing set forth above shall commence.

(b) Only the entire Homesite may be Leased, licensed or occupied only in their entirety and n~~No fraction or portion of a Homesite may be Leased rented.~~

- (c) No transient tenants are permitted ~~may be accommodated~~ in a Homesite.
- (d) No sub-leasing or assignment of a Lease, or other transfer of a use is permitted.
- (e) No rent-sharing, rental of rooms or portions of the Homesite is permitted.
- (f) All ~~leases or occupancy~~ Lease agreements shall be in writing and a copy thereof provided to the Association no less than thirty days before the Lease agreement term commences.
- (g) No Home may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. No time-share or similar arrangement is permitted.
- (h) For subsequent Lease of a Homesite, including a “renewal,” modification or amendment a new written Lease agreement must be provided by the Owner to the Association no less than thirty days before the start of the new Lease term.
- (i) Use and occupancy of the Homesite is only by the tenant and members of the tenant’s Family as occupants of the Homesite.
- (j) The tenant, and all guests, invitees and occupants are subject to and must comply with this Declaration, the Bylaws, and the Rules and Regulations, as each are amended from time to time, and any failure by any of them to comply shall be a material default and breach of the Lease agreement.
- (j) No time share or other similar arrangement is permitted. The Homesite’s Owner must ~~make available~~ provide to the lessee Homesite’s tenants ~~or~~ and occupants copies of the Declaration, the Rules and Regulations and related documents, as each are amended from time to time.
- (k) Every Lease agreement shall provide, and if the Lease agreement does not provide, then the Lease agreement is deemed to provide and is incorporated into the agreement the use restrictions contained in this Declaration, the Bylaws, and the Rules and Regulations, as each are amended from time to time.
- (l) Family is defined as and is limited to any one of the following:
- (1) One natural person, that person’s spouse if any, and their siblings, children, grandchildren, parents, and grandparents, if any.
 - (2) Domestic partners which are defined for this purpose as two adults who have chosen to share their lives in a committed relationship that includes a mutual commitment to each other’s well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage

in the State of Florida, are of the age of legal majority, are jointly responsible for each other's common welfare, share financial interdependence, and mutual obligation akin to those of marriage, if any, and their siblings, children, grandchildren, parents and grandparents, if any.

(3) The reference to "natural" herein is intended to distinguish between an individual and a corporation or other entity.

EXHIBIT “B”
TO
CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF RESTRICTIVE COVENANTS FOR GRAND ISLES

The Declaration of Restrictive Covenants, Grand Isles (“Declaration”) recorded in Official Records Book 9964, at Page 357 of the Public Records of Palm Beach County, Florida as amended from time to time, Declaration Article VII entitled “Use Restrictions,” Section 3 entitled “Leases” is amended as follows:

(a) No Homesite, any interest in a Homesite, including, but not limited to, a portion of the Homesite may be transferred, or possession, occupancy or use permitted by lease, license, swapping arrangements, or otherwise receiving any type of compensation or consideration for use, possession, or occupancy of the Homesite (hereinafter collectively “Lease”):

(1) For a term of less than one hundred and twenty days, or a term of more than twelve months;

(2) More than once in any twelve-month period;

(3) For less than the entire Homesite; and

(4) During the first twenty-four months that the Homesite’s Owner holds any title or interest in the Homesite as shown in the Public Records of Palm Beach County, Florida; however, this provision shall not apply to a Homesite:

a. Acquired by the Homesite’s Owner before January 1, 2023;

b. Acquired by the Association or an entity controlled by the Association;

c. Acquired by the Lender pursuant to a foreclosure or deed in lieu of foreclosure of the Lender’s first mortgage encumbering the Homesite; and

d. Whose title transferred to the Homesite’s Owner while the Homesite was subject to a Lease agreement and as a condition of the transfer of title the Homesite’s Owner took title subject to the Lease, but only until the end of the Lease term at which time the twenty-four month prohibition on leasing set forth above shall commence.

(b) Only the entire Homesite may be Leased. No fraction or portion of a Homesite may be Leased.

- (c) No transient tenants are permitted in a Homesite.
- (d) No sub-leasing or assignment of a Lease, or other transfer of a use is permitted.
- (e) No rent-sharing, rental of rooms or portions of the Homesite is permitted.
- (f) All Lease agreements shall be in writing and a copy thereof provided to the Association no less than thirty days before the Lease agreement term commences.
- (g) No time-share or similar arrangement is permitted.
- (h) For subsequent Lease of a Homesite, including a “renewal,” modification or amendment a new written Lease agreement must be provided by the Owner to the Association no less than thirty days before the start of the new Lease term.
- (i) Use and occupancy of the Homesite is only by the tenant and members of the tenant’s Family as occupants of the Homesite.
- (j) The tenant, and all guests, invitees and occupants are subject to and must comply with this Declaration, the Bylaws, and the Rules and Regulations, as each are amended from time to time, and any failure by any of them to comply shall be a material default and breach of the Lease agreement.
- (j) The Homesite’s Owner must provide to the Homesite’s tenants and occupants copies of the Declaration, the Rules and Regulations and related documents, as each are amended from time to time.
- (k) Every Lease agreement shall provide, and if the Lease agreement does not provide, then the Lease agreement is deemed to provide and is incorporated into the agreement the use restrictions contained in this Declaration, the Bylaws, and the Rules and Regulations, as each are amended from time to time.
- (l) Family is defined as and is limited to any one of the following:
 - (1) One natural person, that person’s spouse if any, and their siblings, children, grandchildren, parents, and grandparents, if any.
 - (2) Domestic partners which are defined for this purpose as two adults who have chosen to share their lives in a committed relationship that includes a mutual commitment to each other’s well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other’s common welfare, share financial interdependence, and mutual obligation akin to those of marriage, if any, and their siblings, children, grandchildren, parents and grandparents, if any.
 - (3) The reference to “natural” herein is intended to distinguish between an individual and a corporation or other entity.