

This Instrument Prepared by
and PLEASE RETURN TO:

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**THIRD CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
EGRET COVE AT MAPLEWOOD HOMEOWNERS ASSOCIATION, INC.**

THE UNDERSIGNED of **EGRET COVE AT MAPLEWOOD HOMEOWNERS ASSOCIATION, INC.** ("Association"), % Pride Property Management, LLC, P.O. Box 1129, Jupiter, FL 33468 certify that The Declaration of Covenants, Conditions and Restrictions for Egret Cove at Maplewood Homeowners Association, Inc. ("Declaration") recorded in Official Records Book 8105 at Page 654 of the Public Records of Palm Beach County, Florida, has been amended as set forth in Exhibit "A" attached hereto. The amendment instruments approved and executed by Association members holding not less than three-quarters of the voting interest of the Association's membership are attached hereto as Exhibit "B".

The Declaration affects the real property located in Palm Beach County, Florida, described as follows:

All of **EGRET COVE AT MAPLEWOOD**, pursuant to the plat thereof recorded in Plat Book 71, Pages 96 and 97 of the Official Records of Palm Beach County, Florida.

Written consent for the Amendment has been given in accordance with the provisions of §617.0701(4) Fla. Stat. (2005).

Dated this ___ day of February, 2006.

Witnessed by:

Signature here

Print name here

Signature here

Print name here

Egret Cove at Maplewood Homeowners Association, Inc.

By:

Boyd Allen, President

By:

Dan O'Hara, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 28 day of February, 2006 by Boyd Allen and Dan O'Hara, the President and Secretary, respectively of Egret Cove at Maplewood Homeowners Association, Inc. who are personally known to me or who have produced drivers license as identification and who did not take an oath.

Signature here

Print name here



Paul Mangia
MY COMMISSION # DD101930 EXPIRES
March 20, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public, State of Florida

Serial Number: 00101930

My commission expires: 3/20/06

F:\WP\01626\01626cert.3am.wpd

EXHIBIT "A"
TO THE
THIRD CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EGRET COVE AT MAPLEWOOD HOMEOWNERS ASSOCIATION, INC.

It is proposed that the Declaration of Covenants, Conditions and Restrictions for Egret Cove at Maplewood Homeowners Association, Inc., Article XII, Section 1 entitled "Notice", paragraph "b" entitled "Lease" be amended as follows (the language added is underlined; the language deleted is ~~struck out~~):

Any Member intending to make a bona fide lease of the member's Residential Unit, or any interest therein, shall give to the Association, notice of such intention in writing, together with the name and address of the intended lessee, the term of the lease, security deposit, a copy of the lease and such other information concerning the intended lessee as the Association may reasonably require. No ~~The~~ lease may occur unless only after a Member first receives the an Association's written approval. For a lease to be approved, all of the following conditions in sub-sections (i) - (iv) below must apply:-

(i) Term and frequency. ~~All such~~ Leases shall be in writing and shall be for a term of not less than one (1) year, and a Residential Unit shall not be leased more than once in any twelve month (12) period.

(ii) Commencement. The proposed lease shall commence no sooner than two years after the Member acquires title to the Member's Unit.

(iii) Notice to lessee. Before entering into a lease, a Member shall provide the prospective lessee tenant with a complete, legible copy of the Declaration, By-Laws, Articles, and Rules and Regulations, each as amended, and shall certify to the Association, in writing that legible photocopies of these documents have been provided to the prospective lessee tenant.

(1) Each lease shall incorporate, and the prospective lessee tenant shall in writing agree to comply with the Declaration, Articles, By-Laws, and Rules and Regulations, each as amended. Failure of a Member or prospective lessee tenant to comply with this sub-section shall not relieve the Member or prospective lessee tenant from the provisions of the Declaration, By-Laws, Articles and Rules and Regulations, as amended from time to time.

(2) Only an entire Unit may be leased.

(iv) Compliance. Leases of Residential Units shall provide that the lessee shall be subject in all respects to the terms and conditions of the governing documents and the Association's Rules and that any failure by the lessee to comply with such terms and provisions shall constitute a material breach of the lease. The Association may require such other lease provisions as it shall from ~~time-to-time deem~~ appropriate.

(v) ~~(vii)~~ Member's rights. Notwithstanding a lease, a Member shall retain the right to vote and ancillary corporate membership rights, such as the right to attend Association meetings and the right to access the Unit Owner's Unit.

(vi) ~~(viii)~~ Denials. Supplementing the provisions of Section 4(b) ~~(B)~~ below, lease approval may be denied for reasons including, but not limited to, if a Member or lessee tenant is or has violated any provision in the governing documents or Association rules or if the proposed lease does not comply with the requirements of this Article XII. If lease approval is denied, then the lease shall not occur.

(vii) ~~(ix)~~ Conflict of laws. None of the provisions contained in this Section are intended to be inconsistent with any local, state, or Federal fair housing law.

(viii) ~~(x)~~ Rules. The Association's Board may supplement these restrictions by reasonable regulations.

(ix) ~~(xi)~~ "Family" defined. The term "family" for the purposes of this Section is defined as a single individual and that person's parents, siblings, children, grandparents, and spouse. If the person is not married, then the term "spouse" may also be one person who is otherwise the equivalent of a spouse who is part of a single economic unit with the lessee tenant. The Residential Unit must be occupied as a single-family residence and all occupants must live as a single economic unit. The Association may require lessees tenants to provide proof of their familial relationship.

(x) Hardship. Notwithstanding anything in this Article XII to the contrary, to avoid undue hardship, the Association's Board of Directors may, in its sole discretion, grant a hardship approval to a Member not otherwise entitled to an approval of a lease, except that:

i) A hardship may not be granted for a lease whose term is less than twelve months.

ii) The Association's Board of Directors may require certain conditions to any such approval, which conditions must be complied with or the hardship approval shall be revoked and the transaction unauthorized.

A hardship approval is a privilege and not a right.

(xi) Sub-leasing. No sub-leasing is permitted.