

Record and return to:
Gary D. Fields, Esq.
LAW OFFICE OF GARY D. FIELDS
Admiralty Tower - Suite 900
4400 PGA Boulevard
Palm Beach Gardens, FL 33410



CFN 20060169361
OR BK 20089 PG 1961
RECORDED 03/23/2006 08:27:01
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1961 - 1964; (4pgs)

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
WYNDHAM VILLAGE**

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Wyndham Village (hereinafter referred to as the "Declaration"), was recorded in Official Records Book 12479, Page 1868, of the Public Records of Palm Beach County, Florida, affecting certain real property legally described as:

Oakwater Place, Oakwater Drive, Gembrook Court, and Isleworth Court; Tract OS-1, Block A; Lots 1 through 192, Block A; inclusive, as all are shown on Madison Green - Plat No. 1, Parcel "A", Parcel "H" and Parcel "K" Replat, as recorded in Plat Book 90, Pages 17 through 27, of the Public Records of Palm Beach County, Florida;

and

WHEREAS, the Declaration provides for amendment of the Declaration, as set forth herein.

NOW THEREFORE, Article 13 is hereby amended to read in its entirety as follows:

**"ARTICLE 13
RENTAL RESTRICTION**

1. All lease applications must be first submitted to Wyndham Village Management for approval by the Board. Requests for lease approvals must be sent to the Association no later than 2 weeks before lease commencement date.
2. A prudent property owner, who wishes to lease their property, must be familiar with all lease requirements and restrictions and not enter into any lease agreement or renewal without first verifying the rental ceiling for the Association.

3. No lease shall be less than 12 months.
4. No lot may be leased more than once in any 12 months.
 - Seasonal leases are not permitted
5. There is an Administration fee of \$175.00 per lease per year to cover cost for the Management Company to process the application.
6. A Security Deposit of \$1,000.00 must be deposited with the Association, which sum may be used by the Association to cure any damages caused to the Association property related to the tenancy, and/or to pay any shortfall in funds owed to the Association by the unit owner or tenant.
7. No more than 10% of the properties at Wyndham Village may be rentals. This is the rental ceiling for the Association.
8. Ownership of no less than one year is required before a property at Wyndham Village may be leased.
9. Lease Requirements;
 1. Credit check on renter(s) must be submitted by the property owner.
 - a. Credit scores lower than 550 should not be considered unless it was because of medical bills.
 - b. Credit scores between 550 -600 may be considered with satisfactory explanation.
 - c. Renter is required to purchase "Declarations of Covenants, Restrictions and Easements".
 2. A national criminal history check must be submitted by the property owner on all adults intended to reside in the property.
 - a. Lease may be denied if any proposed tenant has been convicted as a sexual predator
 3. The credit and criminal check process must be repeated every year on renewal leases.
 - a. A renewal may be denied if three or more resident complaints from three different owner-residents are received within the past lease period.
 - b. A renewal may be denied if three or more violations are noted in writing by the Property Manager during the lease period.
 4. The property owner is required to produce a contract from a landscaper to maintain the landscaped property per Wyndham Village restrictions and Covenants.
 5. Property owner is required to produce contact information for the individual or company responsible to install hurricane shutters once a "Hurricane Watch" has been posted for the area.

6. Property owner agrees to reimburse the Association for any monies spent to correct the deficiencies to the property in regards to landscaping and shutters per section a or b.
7. The property owner must provide written notification to the Manager for the Association when there is a change in tenants.
8. The property owner must provide the Association with the full names, birth dates and social security numbers of all new adult tenants, and their valid driver licenses numbers. A copy of the valid driver license or a copy of a valid Passport may be in lieu of the Social Security number.
9. The property owner must provide the Association with a copy of the signed lease, which allows the Association to reference the documents should the association need to clarify any issue with the renter.
10. The property owner may appeal any denial of a lease by doing so in writing to the attention of the Wyndham Village HOA Board of Directors."

Except as otherwise expressly set forth herein, the terms and conditions of the Declaration are hereby reaffirmed.

It is hereby certified that the foregoing First Amendment to Declaration was approved by members holding not less than 75% of the votes of the membership present, in person or by proxy, at a duly called meeting of the Association, pursuant to Section 14.05 of the Declaration.

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this First Amendment to Declaration this 14th day of DECEMBER, 2005.

**WYNDHAM VILLAGE
HOMEOWNERS ASSOCIATION, INC.,**
a Florida Not-for-Profit Corporation

Witnesses:

Jon Napoli
(signature)
Jon Napoli
(printed name)

Josephine Melnick
(signature)
Josephine Melnick
(printed name)

By: [Signature]
VERNON HETHERINGTON, President

[Signature]
(signature)
W. Lysoe
(printed name)

Attest: [Signature]
Lisa M. King, Secretary

(signature)

(printed name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2005 by Veen Hetherington, as President, and Lisa M. King, as Secretary, respectively, of WYNDHAM VILLAGE HOMEOWNERS ASSOCIATION, INC., who are personally known to me or have produced as identification and who did take an oath.

[Signature]

Notary Public
State of Florida
My Commission Expires:

(Notary Seal)

