

## Exhibit "A"

### **AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PORTOFINO SHORES**

The original Declaration of Covenants, Restrictions and Easements for Portofino Shores is recorded in official Records Book 1856, at Page 377, in the Public Records of St. Lucie County, Florida. The original wording of Article IX, Section 19 of said Declaration, posted effective 12/04/2003, reads as follows:

Section 19. Leasing. No Lot shall be leased for less than a six (6) month period, nor shall a Lot be leased more than two (2) times during any twelve (12) month period. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on its Lot, and for all guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Special Assessment. Furthermore, any violation of any of the provisions of this Declaration, of the Articles or the By-Laws, by any resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner, and the Owner shall be subject to the same liability as if such violation was that of the Owner.

Item 1: Article IX, Section 19 of the Declaration shall be deleted in its entirety and replaced with a new Section 19 as follows:

Section 19. Leasing. In order to assure a community of congenial residents, and thus protect the value of the Lots, the leasing of Lots shall be subject to the provisions identified herein:

- a) No lease of any interest in a Lot shall commence without the Lot Owner first informing the Association, in writing, of its "Intent to Lease". Any existing lease agreement shall be deemed approved and all new or renewed lease agreements will be governed by the amended Section 19.
- b) The Lot Owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to lease his/her Lot. The name, address, and telephone number of the prospective lessee and a copy of the Lease Agreement must be provided to the Association, not less than thirty (30) days prior to the lease of the Lot. The application must indicate the date when such lease is to take place.
- c) Within fifteen (15) days after the receipt of a completed application, the Association shall either approve or disapprove of the proposed lease agreement.
- d) Any and all lease agreements between an Owner and a lessee of a Lot shall be in writing, shall provide for a term of not less than twelve (12) months, and must provide that the lease shall be subject, in all respects,

- to the terms and provisions of this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. Any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement.
- e) No Lot shall be subject to more than two (2) leases in any twelve month period without approval by the Association.
  - f) Acceptance of Responsibility. Prior to the leasing of any home or property within Portofino Shores, the Homeowner will be required to sign a "Notice of Acknowledgement" formally accepting financial responsibility for any damages caused by the tenant or lessee, whether civil or criminal, leading to an out of pocket expense for the Association or another homeowner.
  - g) Maintenance Deposit. The Association has the right to require, as a condition to permitting the leasing of a Lot, the depositing with the Association of a refundable maintenance deposit equal to Five Hundred Dollars (\$500.00). All deposits will be kept in a separate interest bearing account. Upon termination of occupancy of the Lot by the lessee, the Association will have sole discretion in determining whether or not the Maintenance Deposit will be refunded in full.
  - h) Application Fees. The Association may charge a non-refundable application fee in connection with the lease of any Lot in an amount not to exceed One Hundred Dollars (\$100.00) per lease. Said fee shall be remitted to the Association at the same time as the Lot Owner provides notice of such lease as provided in subsection (b) of this Section 19. The application provided by the Association may also require any further information that the Association may reasonably require for purposes of screening applicants, including, but not limited to, criminal background check, credit history, and financial background. If the lease is a renewal of a lease with the same lessee, no charge shall be required by the Association.
  - i) Right of Disapproval. The Home Owner authorizes the Association to approve or deny the application of a prospective lessee upon completion of the Application process, which includes a criminal background check.
  - j) The provisions of this Section 19 shall apply to all leases. If a Lot Owner shall lease his/her Lot, he/she shall remain liable for the performance of all of the agreements and covenants in the Association documents, and shall be liable for any violations by his/her lessee of any and all use restrictions.
  - k) The lessee shall be required to meet with the Association to acknowledge that he/she takes occupancy subject to, and agrees to abide by the Declaration, the Articles of Incorporation, Bylaws and the Rules and

Regulations of the Association. Such meeting shall take place after the Association has received the name, address and telephone number of the prospective lessee or a copy of the lease, and prior to the date of occupancy.

- l) The Lot Owner must furnish the prospective lessee with a copy of the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. If the Lot Owner does not have a copy of such documentation, then the Lot Owner will be required to obtain copies from the Association at a reasonable cost at the time of application.
- m) Without limiting the Association's ability to disapprove any lease, if an Owner is delinquent in the payment of any assessment or other monies owed to the Association, the Association may disapprove any lease for this reason alone. Additionally, the Association may disapprove a lease if the Owner of said Lot or his prospective lessee, is deemed by the Association to be in violation of any provision(s) of this Declaration, or the Articles of Incorporation, Bylaws or Rules & Regulations.
- n) There shall be no subleasing of a Lot.
- o) Any guest who will be occupying a Home or Lot without the Owner in residence for a period in excess of thirty (30) days in any twelve-month period shall be considered a tenant and must be approved by the Association pursuant to Section 19. A guest is defined as someone other than the currently listed residents as provided on the resident access form. All guests are subject to, and responsible to abide by, all guidelines and restrictions as set forth in the Declaration of Covenants, Restrictions, and Easements, the Articles of Incorporation, and By-Laws governing the Portofino Shores community.