



CFM 20150170852
 OR BK 27523 PG 0815
 RECORDED 05/08/2015 13:13:35
 Palm Beach County, Florida
 Sharon R. Beck, CLERK & COMPTROLLER
 Pgs 0815 - ~~889~~; (~~74~~ pgs)
 - 888; (74 pgs)

Prepared by and Return to:
 Will Call Box #45
 Larry T. Cortez, Esq.
 Wyant-Cortez & Cortez, Chartered
 840 US Highway One, Suite 345
 North Palm Beach, FL 33408
 (561) 627-0009

CERTIFICATE OF FIRST AMENDMENT TO THE

DECLARATION OF RESTRICTIVE COVENANTS FOR ROYAL FOREST

WHEREAS, Royal Forest Home Owners' Association, Inc., is a Florida corporation not-for-profit, as filed with the Secretary of State October 9, 1984, under document number is N05577, and,

WHEREAS, Royal Forest Home Owners' Association, Inc., is a homeowners association as set forth in those certain *Declaration of Restrictive Covenants for Royal Forest* as recorded at Official Record Book 4436, Page 0923, et seq., of the Public Records of Palm Beach County, Florida, (the "Declaration").

WHEREAS, the real property subject to the Declaration is described as:

A parcel of land lying in Section 7, Township 44 South, Range 43 East, Palm Beach County, Florida, being the West three-quarters (3/4) of Lot 3, Block 3, of said Section 7, of the Plat of "Palm Beach Plantations," as recorded in Plat Book 10, Page 20, of the Public Records of Palm Beach County, Florida; LESS the South 60.00 feet for the road right-of-way;

Also sometimes known and described as: All of the Replat of Royal Forest Townhomes, according to the Plat thereof recorded in Plat Book 50, Page 70, of the Public Records of Palm Beach County, Florida.

NOW THEREFORE, in compliance with the membership and mortgagee approval requirements of Article XV (Amendments) of the Declaration, and § 720.306, Florida Statutes, IT IS HEREBY CERTIFIED that the First Amendment to the *Declaration of Restrictive Covenants for Royal Forest*, substantially revising Article IV, paragraph 5, and Article XVII (Sales, Other Conveyances and Leasing) was consented to by not less than fifty-one (51%) percent of all dwelling unit owners and by the institutional mortgagee with the highest aggregate mortgage indebtedness on the dwelling units, which written consents are affixed to the this Certificate of Amendment, and,

NOW THEREFORE, and IN WITNESS WHEREOF, Royal Forest Home Owners' Association, Inc., by and through its president, on this 7th day of May, 2015, has caused to be recorded this Certificate of First Amendment to the *Declaration of Restrictive Covenants for Royal Forest*, said First Amendment being attached hereto, to evidence the adoption of same.

Signed, sealed & delivered in the presence of: Royal Forest Home Owners' Association, Inc

Kathleen Dougherty
Witness

Printed Name: Kathleen Dougherty

By: *Leslie DiStefano*
Leslie DiStefano, its President

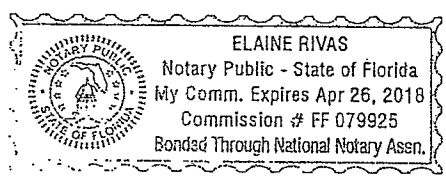
Carmen Quintanilla
Witness

Printed Name: Carmen Quintanilla

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 7th day of May, 2015, by Leslie DiStefano, the President of Royal Forest Home Owners' Association, Inc., on behalf of the corporation, who is personally known OR has produced _____ as identification.

Elaine Rivas
Notary Public
My Commission Expires:



**AMENDMENTS TO THE
DECLARATION OF RESTRICTIVE COVENANTS FOR ROYAL FOREST**

I. The current Article IV, paragraph 5, is hereby DELETED in its entirety and REPLACED follows:

5. Pets are permitted, subject to regulation and restriction, by the Board of Directors, of pets, including, but not limited to, prohibiting certain breeds (including mixed breeds) of dogs. A pet is defined as a domestic or household dog, cat, fish or bird. A responsible person is defined as a person sixteen (16) years of age or older capable of controlling the pet in question.

A. Pets are not permitted outside any Dwelling Unit, including within a fenced backyard or garage, nor on any Association common areas, unless under the control and within the immediate presence of a responsible person, and (1) in the case of dogs or cats, on a leash controlled by the responsible person, and (2) in the case of a bird, in a cage.

B. Owners and Occupants are responsible for immediately cleaning up after their pet(s).

C. If any dog or any other permitted animal becomes a nuisance or is otherwise obnoxious to other Owners and/or Occupants by barking or otherwise, as determined by the Association in its sole discretion, the Owner(s) and Occupant(s) shall remedy the nuisance within ten (10) days upon written notice from the Association or said Owner or Occupant shall be required to remove the pet or other animal from any Dwelling Unit within the Association. Should a pet or animal that has been deemed a nuisance or otherwise obnoxious by the Association not be removed as detailed herein, the Association shall have the authority to have said pet or animal removed, without the need for filing suit. In other words, the Association shall have a limited authority to go onto and into the subject Unit and remove said nuisance and/or obnoxious pet or other animal from Association Property, including, but not limiting their authority to, contacting Animal Care & Control to remove said nuisance and/or obnoxious pet or other animal by force. This provision may be enforced with regard to non-pet animals in the same manner as to pets; and it shall not be a defense to any enforcement action, judicial or otherwise, that an animal under the control of an Owner or Occupant, or a guest or invitee of either, is not a pet.

D. Each Owner and/or Occupant (i) shall indemnify and defend the Association, and hold it harmless against any loss or liability resulting from a pet or other animal that resides at or is otherwise at Royal Forest; and (ii) shall be liable to the Association for any damages, costs, and or attorney's fees incurred before suit and in any proceeding brought to enforce this paragraph 5, including on appeal. The remedies in this paragraph 5 are cumulative and the Association may seek those remedies in lieu of or in addition to any other remedy available to it.

II. The current Article XVII is hereby DELETED in its entirety and REPLACED as follows:

ARTICLE XVII
SALES, OTHER CONVEYANCES AND LEASING

In order to assure a community of congenial residents and thus protect the value of the Dwelling Units within the Royal Forest community, the sale, conveyance or lease of a Dwelling Unit shall be subject to the following provisions:

1. Approval for Sales and Conveyances of Dwelling Units.

A. Requirement of Approval. No Owner may sell or otherwise convey title to a Dwelling Unit without prior written approval of the Association.

B. Application for Approval. The approval of the Association that is required for the sale or conveyance of a Dwelling Unit shall be obtained in the following matter:

(i) An Owner intending to sell, transfer, donate, or otherwise convey title to a Dwelling Unit shall submit a properly completed application to the Association, including the names and address of the intended purchaser(s), transferee(s), grantee(s), and all occupants (hereinafter "Transferee(s)"), and such other information concerning the intended Transferee(s) as the Association may reasonably require. The Association may perform credit and criminal background checks on intended occupants (18 years and older). The Board of Directors may set criteria for approval from time to time, and may require such information from the Transferee(s) as may be required to apply such criteria, including credit and criminal record criteria. The Association may charge a reasonable application fee as determined by the Board from time to time and may require the intended Transferee(s) to participate in a personal interview. Any transfer, except transfers between spouses, of legal and/or beneficial ownership of a Dwelling Unit, whether such transfer is to family members; shareholders, members, managers or officers of any entity; trustees; or devised or inherited; shall be subject to the provisions of this Article, regardless of whether any consideration, benefit, fee, service, gratuity or emolument

(ii) Within thirty (30) days after receipt of the application, information required by the Association and personal interview, the Association shall either approve or disapprove the proposed sale, transfer, donation, or conveyance. If approved, the approval shall be stated in a certificate executed by an officer of the Association, or by the currently appointed licensed, community association manager. A certificate of approval for a sale shall be in recordable form and the Transferee(s), at Transferee(s)' expense, shall record the certificate in the Public Records of Palm Beach County, Florida along with the deed or other conveyance of transfer.

(iii) Any certificate of approval issued by the Association or its agents shall be conditioned, even if stated otherwise therein, upon payment of all amounts owed with regard to the Dwelling Unit, prior to the transfer of the Dwelling Unit, as such amounts are stated on an estoppel certificate provided by the Association or its authorized agent. Issuance of a certificate of approval does not waive the Association's lien for assessments and other charges or its claim for any amounts owed it.

C. Disapproval by the Association. The Association shall not unreasonably withhold approval for a sale or conveyance of a Dwelling Unit, but may do so based on Board-approved criteria set prior to receipt of an application, including credit, minimum income, and criminal background criteria. If

the Association disapproves a sale or conveyance for good cause, the Association shall notify the Owner(s) in writing of the disapproval, and the conveyance of ownership shall not be made, and any such conveyance or instrument evidencing same shall be deemed null and void.

D. Exceptions. The foregoing shall not apply to:

(i) a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as a result of owning a mortgage upon Dwelling Unit concerned, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; or to

(ii) a transfer to a purchaser who acquires the title to a Dwelling Unit at a duly advertised public sale with open bidding that is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

However, any subsequent transfer by an owner who acquired pursuant to (i) or (ii) above shall be subject to the other provisions of this article XVII, including transfer to a previous owner of the Dwelling Unit, including the vacatur of a foreclosure judgment and sale initiated by, or with the consent of, a foreclosure plaintiff, or the post-judgment dismissal of a foreclosure action due to loan modification and other like reasons.

E. Unauthorized Sale. Any sale or other conveyance of title that is not approved by the Association pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. If the Association disapproves the sale or conveyance, the sale or conveyance shall be null and void and confer no right, title or interest in the intended purchaser(s) or transferee(s). Notwithstanding such disapproval, the grantees on any such conveyance shall be jointly and severally liable with the grantors and all other owners in the chain of title for the payment of assessments and other charges for which bona fide owners are liable hereunder.

F. Deed. The purchaser(s) shall within ten (10) days after closing and conveyance, provide the Association manager with a copy of the Deed conveying title to the Dwelling Unit.

2. Approval for Leases of Dwelling Units. Dwelling Units shall not be leased without the prior written approval of the Association. The Association may require that a substantially uniform form of lease or lease addendum be used, as approved by the Board from time to time. The approval of the Association that is required for the lease of a Dwelling Unit shall be obtained in the following manner:

A. An Owner intending to lease a Dwelling Unit shall submit a properly completed application to the Association, including, but not limited to, a copy of the proposed lease together with the name and address of the intended tenant(s) and all occupants, and such other information concerning the intended tenant(s) and all occupants as the Association may reasonably require, which criteria may be established and amended by the Board, at their discretion, from time to time. The Association may perform credit and criminal background checks on intended occupants (18 years and older). The Association may charge a reasonable application fee as determined by the Board and may require the applicant(s) to participate in a personal interview. "Leasing" shall be defined as regular occupancy of a Dwelling Unit by any person or persons other than the Owner regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument, or occupancy of a Dwelling Unit for more than five (5) days in any thirty (30)-day period.

B. Within thirty (30) days after receipt of the application, information required by the Association and a personal interview, if so required, the Association shall either approve or disapprove

the proposed lease. If approved, the approval shall be stated in a certificate executed by a Board member or authorized agent of the Association.

C. If the Association disapproves a lease for cause, the Association shall notify the Owner(s) in writing of the disapproval, and the lease shall not be made. The Association may deny approval where the lease or tenants fail to comply with this Article or with criteria set by the Board, including credit, minimum income, and criminal background criteria.

D. Without limiting application in other applicable situations, this section 2 also shall apply to all lease applications made after the date of passage of this amendment and shall apply to all leasing including lease renewals, lease extensions, periodic tenancies which originate from leases entered into before passage hereof, irrespective of how long a tenant has occupied any Dwelling Unit within the Association and irrespective of whether a tenant or applicant was once a member of the Association.

E. Without limiting application in other applicable situations, this section 2 also shall apply to all former owners, tenants or other occupants of property foreclosed upon by a mortgagee or lienholder or sold at tax deed or sheriff's sale. Any such Owner, within fifteen (15) days of acquisition of title to the Dwelling Unit

(i) shall make application for lease approval of the former owners, tenants or other occupants as provided for herein or

(ii) shall file and prosecute diligently any motions or suit necessary to remove said former owners, tenants or other occupants.

If the Owner makes application within the fifteen (15) days, then the owner shall have ten (10) days following, and in the event of, the Association communicating its disapproval of the lease or tenants, to take the action(s) required in section 2. E. (ii) above.

3. Additional Leasing Restrictions and Exceptions.

A. No lease may be for less than twelve (12) months and no more than thirteen (13) months, and the proposed tenant(s) shall consist of not more than two (2) persons per bedroom in any Dwelling Unit. Subleases of Dwelling Units are prohibited. Dwelling Units shall not be leased more than once in any twelve (12) month period. If a Dwelling Unit is leased and the tenant leaves early or the lease is terminated prior to the end of the lease term, the Dwelling Unit may not be leased until twelve (12) months pass measured from the commencement of the lease which was terminated or during which the tenant(s) vacated. Notwithstanding the lease of an Owner's Dwelling Unit, all liabilities of the Owner under the Declaration shall continue unabated.

B. No Owner may lease the Owner's Dwelling Unit during the first twenty-four (24) month period of ownership measured from the date the Owner received title to the Dwelling Unit. Accordingly, no lease shall be approved during the first twenty-four (24) months of ownership, regardless of how title vested. After the first twenty-four (24) month period of ownership, an Owner may lease the Owner's Dwelling Unit subject to the Association's approval and screening process and the other requirements and limitations of the Declaration and Rules and Regulations. If a Dwelling Unit is leased, and the Owner seeks to sell or otherwise convey the Dwelling Unit, the Owner shall, prior to closing and conveyance of the Dwelling Unit, terminate the lease and remove the tenant(s). A purchaser may not purchase a Dwelling Unit subject to an existing lease, because purchasing a Dwelling Unit subject to an existing lease would violate the prohibition on leasing during the first twenty-four (24) months of ownership.

C. Only the entire Dwelling Unit and home may be leased. If a Dwelling Unit and home is leased, the only occupants shall be the tenant(s) and tenant'(s) family. No rooms may be rented. A guest residing in a Dwelling Unit/home for longer than thirty (30) consecutive days when the Owner is not present shall be deemed to be leasing the Dwelling Unit/home subject to all the restrictions on leasing including the application and approval requirements.

D. Any lease renewals must be submitted to the Association thirty (30) days prior to expiration of the then current approved lease period.

E. Occupancy by Parents of Owner and Adult Children of Owner: A Dwelling Unit, for estate or tax planning purposes, may be occupied by the parent(s) or adult child(ren) of the Owner(s) and in such a situation, the Owner(s)' parents(s) or adult child(ren) shall not be deemed tenant(s) unless the occupancy is also supported by a lease and payment of rent. However, in either situation, the occupancy shall be subject to the tenant screening and approval process, which includes the right of the Board of Directors to disapprove the occupancy, despite any estate or tax planning purpose.

F. All leases shall provide, and if they do not, shall be deemed to so provide, that the Association shall have the right (i) to terminate the lease upon default by tenant in observing any of the provisions of any governing document of the Association including, but not limited to, this Declaration, the Association's By-Laws and any applicable Rules and/or Regulations duly adopted by the Board, any of them are amended from time to time; and (ii) to demand and receive all of the rents under the lease any time during which the Owner is delinquent in the payment of any monetary obligation to the Association, including but not limited to fines, assessments, interest thereon, late fees associated therewith, and costs and reasonable attorney's fees incurred in the collection of any delinquent amount or in the enforcement of any provision of the Declaration, in relation to the Dwelling Unit or any other Dwelling Unit owed by the Owner; until such amounts have satisfied by the collection of said rents or payment otherwise by the Owner or on the Owner's behalf.

G. No tenant shall (a) be permitted to move into any Dwelling Unit nor (b) have any right of access to any Association amenities until and unless the lease has been approved in writing by the Association.

H. Any lease that is not approved by the Association shall be void unless subsequently approved by the Association in writing. If the Association disapproves the lease, the lease shall be null and void and confer no right, title or interest in the intended tenant(s).

I. The Owner shall be fined \$100 per day for each day that a tenant(s) is occupying any Dwelling Unit within the Association prior to having obtained written Association approval. Each day of violation shall be considered a continuing violation, the total fine for which in the aggregate shall not exceed the greater of \$1,800, one month's rent or that amount regulated by Florida Statute, if any. Prior to imposing a fine, all requirements for fining pursuant to Florida Statutes will be met, if any. Said fine shall be deemed, and collectable in the same manner as an assessment.

J. The requirement to satisfy the Association's leasing criteria is a continuing one. After the lease commencement, should the Association become aware that a previously-approved tenant may not continue to meet the criteria in effect when the lease was approved, the Association may require the Owner and tenant to provide additional information and may conduct subsequent credit or criminal background checks. Should the Association then find that any tenant fails to meet the criteria, the Association, in its sole discretion exercised by the Board, may deem the failure a material violation which is not curable, may terminate the lease immediately and may demand that all of the occupants vacate, employing the methods contained in part II, chapter 83, Florida Statutes.

K. The Association is hereby deemed the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Association because of a tenant(s)' violation of Florida Statutes, the Declaration or Rules and Regulations, and may bring such proceeding under such agency or in its own capacity. The Association may recover its attorney's fees and costs against the Owner(s) and the tenants jointly and severally regardless of whether or not litigation is commenced, which attorney's fees and costs shall also constitute and may be collected by the Association as an assessment against the Owner and Owner's Dwelling Unit.

4. Common Area Security Deposit. The Association may require a uniform common area security deposit prior to approval of any lease, the amount of which shall be set by the Board of Directors from time to time. This security deposit shall be paid by the Owner, but regardless of source, shall be deemed to have been paid by the Owner, and said security deposit shall become an appurtenance to the Dwelling Unit surviving any transfer of ownership such that the Association may apply the deposit or any portion of it to the Dwelling Unit's ledger or pay it or any portion of it to the then-current Owner at time of such credit. In no event shall the security deposit be paid or credited by the Association until an inspection of the common areas has occurred and it is determined that any damage to them is not the responsibility of the tenants associated with the Dwelling Unit, or the passage of thirty (30) days of continuous vacancy or continuous occupancy by only the Owner and the Owner(s)' immediate family. The security deposit shall be held to secure payment for damage to common areas caused by, or allowed to be caused by, tenants and occupants, and their invitees, guests, family members, but it shall be not the sole source or fund to which the Association may look for compensation. The security deposit shall not be used to offset any delinquency in the payment of assessments or other charges, unless otherwise available to pay to an Owner or credit to the Dwelling Unit ledger.

5. No officer, shareholder, member, director, or employee of an Owner shall be deemed an 'owner' and shall be subject to this Article XVII as if s/he bore no other relationship to the Owner than that of a prospective purchaser or tenant.

ALL OTHER PORTIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS FOR
ROYAL FOREST NOT PROVIDED HEREIN REMAIN UNCHANGED.

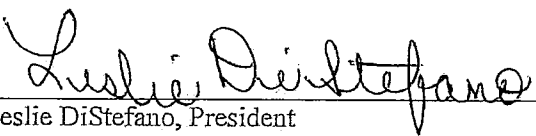
ROYAL FOREST HOME OWNERS' ASSOCIATION, INC.

APPROVED PURCHASER SCREENING CRITERIA

1. Application. All adult applicants 18 or older must submit a fully completed, dated and signed application and fee. Said application shall authorize the Association to obtain civil and criminal background checks. Each adult applicant must provide as part of the application:
 - a. Copy of the complete purchase/sale contract and other agreement between the owner and applicants (the complete contract is required and failure to include any addenda, attachments, or exhibits, may result in subsequently withdrawing approval).
 - b. Proof of identity such as valid Florida Driver's License, valid Florida Identification Card, U.S. Passport or other U.S Government issued photo identification; and a second form of photo identification;
 - c. Vehicle information, including license tag information, number and types of vehicles.
 - d. Identification by species, breed (all involved breeds for mixed-breeds), size and name of any animal belonging to any applicant, together with current vaccination records;
 - e. Non-refundable application fee (all adult applicants).
2. Criteria. The Association shall deny an application if:
 - a. Any applicant has a criminal record containing; (i) felony convictions within the past ten (10) years; (ii) misdemeanor convictions for crimes involving violence, assault or battery, stalking, child abuse, animal cruelty, illegal drugs including prescription abuse, firearms and other weapons, within the past ten years; or (iii) sexual offense convictions, including but not limited to, offenses such as or related to rape, pedophilia, sexual predator, child pornography within the lifetime -- (In the event a record shows an offense resulted in "adjudication withheld," "*nolle prosequere*," or "adjudication deferred", further documentation may be required and applicant may be denied on this basis.).
 - b. Any applicant has a civil court record containing an adjudication or admission of liability for torts where the facts, elements or basis for the claim involved the same offenses identified or included and the adjudication or admission was within the same timeframes provided for in paragraph 2.a above;
 - c. any applicant has a credit score below 620;
 - d. any applicant has a credit history and/or civil court records containing or showing slow pays, money judgments, foreclosure judgments where the applicant was personally liable for the underlying debt, eviction filings, collections, liens, NSF checks, or bankruptcy within the past 5 years;
 - e. any applicant has a rental history containing evictions (monetary or lease violations), reports of late payments, insufficient notice to vacate, noise or nuisance complaints,

- illegal activities (whether resulting in conviction or not), unpaid NSF checks, damage to rental real or personal property, or failure to clean and repair rental property at lease termination;
- f. the application indicates that the number of adult and non-adult occupants will exceed the lesser of (A) limits imposed by any local governmental ordinance or regulation or (B) two persons per bedroom;
 - g. the application indicates that any occupant will keep any pit bulls, Rottweiler's, or other dog breeds deemed by the Board to exhibit an aggressive temperament;
 - h. the current owner /seller is delinquent in the payment of any amounts owed or claimed to be owed to the Association, unless the owner or the owner's agent has caused and estoppel request to be made to the Association, and any approval is conditioned upon the amounts being paid to the Association, in full, at or before closing the purchase/sale transaction;
 - i. there are any existing covenant violations which have not been completely cured, unless the Association, in its sole discretion agrees, to enter into an agreement with the purchaser for the complete and ongoing cure of the violations where such agreement may include a provision of a security deposit held by the Association pending the cure post-closing and a period of time in which the violations must be cured to the Association's satisfaction;
 - j. if the occupancy by any applicant or occupant otherwise would violate the Association's governing documents or law.

The foregoing Purchaser Screening Criteria was approved by a vote of the Board of Directors at the meeting held on the 1st day of April, 2015, in anticipation of approval of an enabling amendment to the Declaration.



Leslie DiStefano, President

State of Florida, County of Palm Beach) ss:

The foregoing statement was acknowledged before me this 1st day of April, 2015, by Leslie DiStefano, President of Royal Forest Home Owners' Association, Inc., and who is personally known to me.



Melody A. Bryan

Notary Public, State of Florida at Large
Melody A. Bryan

Printed Name

ROYAL FOREST HOME OWNERS' ASSOCIATION, INC.

APPROVED TENANT/OCCUPANT SCREENING CRITERIA

1. Application. All adult applicants 18 or older must submit a fully completed, dated and signed application and fee. Said application shall authorize the Association to obtain civil and criminal background checks. Each adult applicant must provide as part of the application:
 - a. Copy of the complete lease, rental contract and other agreement between the owner and applicants (the complete lease is required and failure to include any addenda, attachments, or exhibits, may result in withdrawing approval and eviction).
 - b. Proof of identity such as valid Florida Driver's License, valid Florida Identification Card, U.S. Passport or other U.S Government issued photo identification; and a second form of photo identification;
 - c. Vehicle information, including license tag information, number and types of vehicles.
 - d. Minimum of two (2) years acceptable residential rental/residence history.
 - e. Copies of their last two (2) pay stubs (for the time period immediately preceding their application) to verify both employment and sufficient income. Self-employed applicants must produce 2 years of tax returns and 1099s and non-employed individuals must provide verifiable proof of income;
 - f. List including landlord's name, address, telephone number and E-Mail address for every landlord of each applicant for the past five years;
 - g. Identification by species, breed (all involved breeds for mixed-breeds), size and name of any animal belonging to any applicant, together with current vaccination records.
 - h. Non-refundable application fee (all adult applicants).
2. The Owner must provide as part of the application: (a) a complete mailing address, E-mail address, and telephone number where the owner may be reached and receive notices from the Association; (b) a common area security deposit in the amount of \$500.00.
3. Criteria. The Association shall deny an application if:
 - a. Any applicant has a criminal record containing, (i) felony convictions within the past ten (10) years; (ii) misdemeanor convictions for crimes involving violence, assault or battery, stalking, child abuse, animal cruelty, illegal drugs including prescription abuse, firearms and other weapons, within the past ten years; or (iii) sexual offense convictions, including but not limited to, offenses such as or related to rape, pedophilia, sexual predator, child pornography within the lifetime – (In the event a record shows an offense resulted in "adjudication withheld," "nolle prosequere," or "adjudication deferred", further documentation may be required and applicant may be denied on this basis.).
 - b. Any applicant has a civil court record containing an adjudication or admission of liability for torts where the facts, elements or basis for the claim involved the same offenses identified or included and the adjudication or admission was within the same timeframes provided for in paragraph 3.a above;

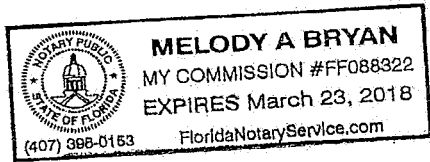
- c. any applicant has a credit score below 620;
 - d. any applicant has a credit history and/or civil court records containing or showing slow pays, money judgments, foreclosure judgments where the applicant was personally liable for the underlying debt, eviction filings, collections, liens, NSF checks, or bankruptcy within the past 5 years;
 - e. any applicant has a rental history containing evictions (monetary or lease violations), reports of late payments, insufficient notice to vacate, noise or nuisance complaints, illegal activities (whether resulting in conviction or not), unpaid NSF checks, damage to rental real or personal property, or failure to clean and repairs rental property at lease termination;
 - f. the applicants combined monthly gross income is less than three (3) times the monthly rent contained on the proposed lease as determined from or shown on the last two (2) pay stubs (for the time period immediately preceding application) or last two year's tax returns and IRS forms 1099s or other verifiable proof of regular monthly income.
 - g. the application indicates that the number of adult and non-adult occupants will exceed the lesser of (A) limits imposed by any local governmental ordinance or regulation or (B) two persons per bedroom;
 - h. the application indicates that any occupant will keep any pit bulls, Rottweiler's, or other dog breeds deemed by the Board to exhibit an aggressive temperament;
 - i. the owner is delinquent in the payment of any amounts owed or claimed to be owed to the Association, unless the Association and owner have entered into a payment plan agreement and the owner has waived any defenses to the Association's claim, which payment plan, in the Association's sole discretion include provision for the tenants making payment of all or a portion of the rents directly to the Association until the amounts are paid in full;
 - j. there are any existing covenant violations which have not been completely cured;
 - k. if the occupancy by any applicant or occupant otherwise would violate the Association's governing documents or law.
-

The foregoing Tenant/Occupant Screening Criteria was approved by a vote of the Board of Directors at the meeting held on the 1st day of April, 2015, in anticipation of approval of an enabling amendment to the Declaration.

Leslie DiStefano
Leslie DiStefano, President

State of Florida, County of Palm Beach) ss:

The foregoing statement was acknowledged before me this 1st day of April, 2015, by Leslie DiStefano, President of Royal Forest Home Owners' Association, Inc., and who is personally known to me.



Melody A. Bryan
Notary Public, State of Florida at Large
Melody A. Bryan
Printed Name