

**EXHIBIT "A"**

**AMENDMENT TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR FAIRFAX VILLAGE**

The Declaration of Covenants, Restrictions and Easements for Fairfax Village was recorded on March 1, 2001 in O.R. Book 12342, Page 53, of the Official Records of Palm Beach County, Florida, as amended from time to time.

*Words underlined are added and words ~~stricken through~~ are deleted.*

1. Article 13, Section 13.01 of the aforesaid Declaration shall be amended as follows:

13.01. Approval. Any Owner, other than the Association, Master Association, or an entity wholly controlled by the Association or Master Association, acquiring a Lot after the effective date of this amendment may not lease his Lot or any portion of his Lot until he has owned and occupied it for at least two (2) years. If a purchaser is a Corporation, LLC, or other entity, such purchaser must designate the intended occupants at the time of purchase. Those occupants must reside at the Lot for at least two years and at least one occupant must be an officer, director or shareholder of the purchasing entity. Owners who have sold their Lot and who are renting from the new Owner temporarily until their move is finalized shall be exempt from this Article 13. When a Lot is sold with a tenant renting the Lot, the tenant may remain for the rest of the tenant's then applicable lease term and the two-year time for this rental/occupancy prohibition will commence to run upon the expiration of that tenant's lease. This rental prohibition does not apply to Lots that become owned by the Association through foreclosure of the Association's lien. The following restrictions apply to those Owners who acquired their Lot(s) prior to the effective date of this amendment. Lots shall not be leased without the prior written approval of the Association. Leases shall not be renewed without the prior written approval of the Association. All leases of a Lot must be in writing and specifically be subject to this Declaration, the Articles, Bylaws, and Rules and Regulations and copies delivered to the Association prior to occupancy by the tenant(s). Leasing of individual rooms of a Lot is prohibited unless the Owner also permanently resides on the Lot. Roommates are permitted upon written application and prior written approval of the Association. The Association has the right to require that a substantially uniform form of lease be used, as approved by the Board. Any lease shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, and applicable Rules duly adopted by the Board from time to time. No lease shall be for a period of less than ~~six~~ (6) twelve (12) months nor more than twelve (12) months, and the proposed tenants shall consist of not more than two (2) persons per bedroom in any dwelling. Subleases of Lots are prohibited. Lots shall not be leased more than once in any ~~six~~ (6) twelve

(12) month period. Notwithstanding the lease of an Owner's Lot, all liabilities of the Owner under this Declaration shall continue unabated and Owner shall be liable for any violations by his/her lessee(s) or occupants of any, and all, use restrictions. The Association must either approve or disapprove a lease or lease renewal within ten (10) days after the next Board meeting following submission of a complete and accurate request for approval, which request shall be accompanied by such information as the Board may reasonable require. All proposed tenants and occupants shall be subject to a criminal background check. A proposed tenant/occupant may be disapproved by the Association when the proposed tenant/occupant has a criminal history, including, but not limited to, conviction(s) concerning the manufacture and/or distribution of controlled substances within the past fifteen (15) years, conviction(s) for violent crimes within the past fifteen (15) years, conviction(s) within the past fifteen (15) years for a felony where the victim was a minor, and/or if the proposed tenant is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction or is listed on the Florida Department of Law Enforcement Florida Sexual Offenders and Predators database. A proposed lease may also be disapproved when the Owner of the Lot is delinquent in the payment of any assessment, fine, fee or other charge due to the Association, or is in violation of any provision of the Association's governing documents, including this Declaration, the Articles, Bylaws and the Rules and Regulations. If approved, a recordable Certificate of Approval shall be executed by the Secretary or other authorized agent of the Association at the expense of the tenant. If the Association fails to give the Owner written notice of its approval or disapproval of the proposed Lease within the aforesaid period, the lease shall be deemed acceptable to the Association. The provisions of this Article 13 shall not be applicable to Declarant or any Affiliate designated by Declarant. Notwithstanding anything herein or any Rule to the contrary, Declarant as well as any person approved in writing by Declarant, shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Lots owned by Declarant or such person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any Person, including the Association, being required. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Section 13.01 may not be amended without the consent of Declarant.