



Prepared By and Return to:
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 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
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CERTIFICATE OF FOURTH AMENDMENT TO THE
 DECLARATION OF COVENANTS AND RESTRICTIONS FOR
 BEDFORD AT LAKE CATHERINE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions for Bedford at Lake Catherine Homeowners Association, Inc., a Florida not-for-profit corporation, is recorded in Official Records Book 6704, Page 1221, whereas the First Amendment to the Declaration of Covenants and Restrictions is recorded in Official Records Book 6880, Page 340, whereas the Second Amendment to the Declaration of Covenants and Restrictions is recorded in Official Records Book 7215, Page 718, whereas the Third Amendment to the Declaration of Covenants and Restrictions is recorded in Official Records Book 7523, Page 1657, all of the Public Records of Palm Beach County, Florida; and

WHEREAS, at a duly called and noticed meeting of the membership of Bedford at Lake Catherine Homeowners Association, Inc., held on August 28, 2013, the Declaration of Covenants and Restrictions was amended with the vote of at least 51% of the membership pursuant to the provisions of the Declaration; and

WHEREAS the consent of the institutional mortgagee with the highest aggregate mortgage indebtedness on the units was obtained pursuant to the provisions of the Declaration of Covenants and Restrictions. Attached as "Exhibit A" and incorporated herein is the Mortgagee Consent of JP Morgan Chase Bank, N.A. as the institutional mortgagee with the highest aggregate mortgage indebtedness on the units.

NOW THEREFORE, the undersigned President and Secretary of Bedford at Lake Catherine Homeowners Association, Inc. certify that the following Fourth Amendment to the Declaration of Covenants and Restrictions is a true and correct copy of the Amendment voted for by the membership and consented to by the institutional mortgagee with the highest aggregate mortgage indebtedness on the units:

(Additions are underlined and deletions of prior language are ~~struck through~~):

ARTICLE XVII

In order to assure a community of congenial residents and thus protect the value of the Units in Bedford at Lake Catherine, the sale or lease of Units shall be subject to the following provisions:

1. Notice to Association. The Unit Owner shall notify the Association in writing of his or her intention to sell or lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. ~~Except as provided below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records.~~ As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

2. Lease Agreement Terms. Any and all lease agreements between an Owner and a lessee of such Owner must be approved by the Association, shall be in writing, shall provide for a term of not less than twelve (12) months and not more than twenty-four (24) months and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration, Rules and Regulation and any other governing documents of the Association and that 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 that shall require the owner to have the violations cured and if not cured evict the

tenant. If the owner refuses to take action against the tenant the Association has the authority to evict the tenant pursuant to Florida Statute 83 as if the Association were a landlord under the statute. Any violations of the governing documents and Rules and Regulations for the Association shall allow the Association to pass fines against the tenant and Owner pursuant to Florida Statute 720.305. The lease agreement shall also state the party who will be responsible for the assessments as stated above and it. It shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, an Unit Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

3. Association Approval. Association approval is required for the leasing of property and Association approval is required for prospective new homeowners. The renewal of a lease or lease extension is considered a new lease that must be approved by the Association. A tenant may not move into an Owner's property until after the Association approves the lease and the tenant has signed the lease and a copy of the Association's current Rules and Regulations agreeing to abide by the terms of the lease and the Rules and Regulations. Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval of the lease or prospective new homeowner the transaction. If a Certificate of Approval of the lease or prospective new homeowner is not provided by the Association within ten (10) business days it shall be deemed a disapproval of the lease or prospective new homeowner by the Association. In the event of a sale to a prospective new homeowner that must be approved by the Association it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules and Regulations of the Association.

4. Delinquent Unit Owners. Notwithstanding the provisions above, in the event that an Unit Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provision of the Homeowners Documents, the Association has the right to disapprove of any sale; and in the case of a lease, prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the Homeowners Documents is corrected. An owner is responsible for paying assessments and other monetary obligations owed to the Association pursuant to this Declaration and the Florida Statutes. If the property is occupied by a tenant and the property owner is delinquent in paying any monetary obligation owed to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all of the monetary obligations of the property owner related to the property have been paid in full to the Association. The failure of the tenant to pay the future rental payments to the Association shall allow the Association to evict the tenant pursuant to Florida Statute 83 as if the Association were a landlord under the statute and shall allow the Association to find a new tenant to lease the property to on behalf of the property owner with future rental payments to be paid to the Association until all of the monetary obligations of the property owner related to the property have been paid in full to the Association.

5. Leasing Restrictions. For conveyances of homes after the effective date this Amendment an Owner must occupy their home for two (2) consecutive years of ownership as their primary residence before being eligible to lease their property. In no event shall the number of Association approved rental properties exceed ten (10%) percent of the total number of properties in the Association. If a tenant occupies a property in which the Association has not approved the tenant leasing the property, including lease renewals, the Association may evict the tenant as if it were a landlord and such unapproved leasing of the property shall not be counted towards the rental cap. Any Association owned properties shall not be subject to the rental cap. Should the number of rentals reach the maximum allowable, any new requests for

the leasing of property shall be placed on a waiting list to be maintained by the Association. In order to be placed on the waiting list an owner must submit a \$100 non-refundable application fee to be applied towards the required application fees for the tenant(s) when the Owner is eligible to lease their property. When there is an opening for a rental in the Association the Owner at the top of the waiting list shall be notified by the Association to submit an application for the leasing of their property. If the Owner is unable to provide a tenant and lease that is approved by the Association within sixty (60) days of the Owner being notified of the rental opening or if the required application fees and security deposits are not paid within sixty (60) days of the Owner being notified of the rental opening then the Owner will lose their place on the waiting list, will lose their \$100 non-refundable application fee that was submitted in order to be placed of the waiting list and the next person on the waiting list will be contacted to submit an application for the leasing of their property. The sixty (60) day time frame may be shortened if the Owner provides in writing that they no longer desire to lease their property at that time, so that the next person on the waiting list will be eligible to lease their property. The Owner will still lose their \$100 non-refundable application fee. If the association rental cap is reached at the time an owner is seeking approval of a lease renewal or lease extension the Board at its sole discretion may approve the extension or renewal if the Board determines that there have been no complaints filed against the tenant(s) and the tenant(s) have not violated the Rules and Regulations and governing documents for the association. The subletting of properties is not permitted. The Association may require that a uniform lease be used by all owners and tenants or that a Lease Addendum provided by the Association be used by all owners and tenants. An Owner shall not be permitted to lease their property more than one time within a twelve (12) month period.

6. Tenant and Owner Application Fees and Tenant Security Deposits. Each prospective tenant and prospective owner 18 years or older shall pay a \$100 application fee to the Association and submit to a background check using criteria established by the Board of Directors prior to association approval or disapproval and prior to moving into the home. An owner shall be required to place a security deposit in the amount of one quarterly assessment for each tenant 18 years or older into an escrow account maintained by the association. The security deposit shall protect against damages to the common elements or association property. Payment of interest, claims against the deposit, refunds and disputes shall be handled in the manner provided in Florida Statute 83.

7. Tenant Pet and Occupancy Restrictions. There shall be no more than two (2) pets permitted in a rental property. There shall be no more than two (2) tenants in a rental property that are not immediate family members. For purposes of this provision 'immediate family members' is defined as a husband, wife and their children together or the children of either the husband or wife. This provision of Article XVII shall not apply to tenants that exceed the pet and occupancy restriction that are leasing the property prior to the effective date of this Amendment. However, after their lease term has expired such tenants shall be subject to this provision.

8. Property Ownership. Property in the Association may only be owned by individuals or trusts established by individuals for estate planning purposes and may not be owned by any other entity. An individual or trust may not own more than one property in the Association. This provision of Article XVII shall not apply to owners that own property in an entity name other than a trust or that own more than one property if they own the property prior to the effective date of this Amendment.

All remaining provisions of Section 10 of the Declaration remain unchanged.

IN WITNESS WHEREFORE, the President and the Secretary of Bedford at Lake Catherine Homeowners Association, Inc. have caused this Certificate of Fourth Amendment to be executed this 25 day of NOVEMBER, 2013.

Witnesses:

[Signature]
Print Name: _____

[Signature]
Print Name: Sylvia CARLTON

BEDFORD AT LAKE CATHERINE HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Linda Morgan, President

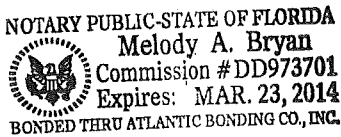
Attest: [Signature]
Jeanne Peterson, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)ss:

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Linda Morgan, President and Jeanne Peterson, Secretary of Bedford at Lake Catherine Homeowners Association, Inc., who are personally known to me and who executed the foregoing instrument, after being duly sworn, acknowledged before me that they executed this document freely and voluntarily for the purposes herein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of November, 2013.

[Signature]
Notary Printed Name: Melody A. Bryan
NOTARY PUBLIC, State of Florida at Large Seal:



MORTGAGEE CONSENT
TO THE FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BEDFORD AT LAKE CATHERINE

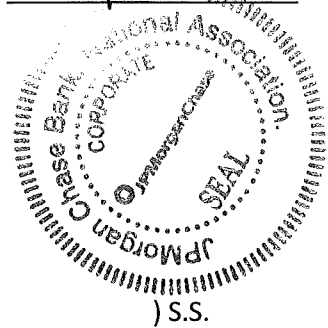
The undersigned, JP Morgan Chase Bank, N.A., hereby consents to the Fourth Amendment to the Declaration of Covenants and Restrictions for Bedford at Lake Catherine Homeowners Association, Inc. attached hereto and incorporated herein.

Signed and sealed in the presence of:

Lamourea Bonner
Print Name: Lamourea Bonner
all mp
Print Name: Lanique Williams

JP MORGAN CHASE BANK, N.A.

By: [Signature]
Print Name: Amy Kistler
Print Title of Authorized Signer: Vice Pres. dat
P.O. Box 900-1020
Louisville, KY 40290-1020



(Corporate Seal if Available)

State of:

) S.S.

Parish of:

On November 12, 2013 before me appeared Amy Kistler to me personally known, who did say that s/he/they is (are) the Vice President of JPMorgan Chase Bank N.A. and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association).

[Signature]
IRA D BROWN Notary Public
LA Notary ID# 16206
LIFETIME COMMISSION

IRA D. BROWN
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID # 16206

EXHIBIT A

FOURTH AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BEDFORD AT LAKE CATHERINE

(Additions are underlined and deletions of prior language are ~~struck through~~):

ARTICLE XVII

In order to assure a community of congenial residents and thus protect the value of the Units in Bedford at Lake Catherine, the sale or lease of Units shall be subject to the following provisions:

1. Notice to Association. The Unit Owner shall notify the Association in writing of his or her intention to sell or lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. ~~Except as provided below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records.~~ As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

2. Lease Agreement Terms. Any and all lease agreements between an Owner and a lessee of such Owner must be approved by the Association, shall be in writing, shall provide for a term of not less than twelve (12) months and not more than twenty-four (24) months and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration, Rules and Regulation and any other governing documents of the Association and that 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 that shall require the owner to have the violations cured and if not cured evict the tenant. If the owner refuses to take action against the tenant the Association has the authority to evict the tenant pursuant to Florida Statute 83 as if the Association were a landlord under the statute. Any violations of the governing documents and Rules and Regulations for the Association shall allow the Association to pass fines against the tenant and Owner pursuant to Florida Statute 720.305. ~~The lease agreement shall also state the party who will be responsible for the assessments as stated above and it.~~ It shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, an Unit Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

3. Association Approval. Association approval is required for the leasing of property and Association approval is required for prospective new homeowners. The renewal of a lease or lease extension is considered a new lease that must be approved by the Association. A tenant may not move into an Owner's property until after the Association approves the lease and the tenant has signed the lease and a copy of the Association's current Rules and Regulations agreeing to abide by the terms of the lease and the Rules and Regulations. Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval of the lease or prospective new homeowner ~~the transaction.~~ If a Certificate of Approval of the lease or prospective new homeowner is not

provided by the Association within ten (10) business days it shall be deemed a disapproval of the lease or prospective new homeowner by the Association. In the event of a sale to a prospective new homeowner that must be approved by the Association it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules and Regulations of the Association.

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All remaining provisions of the Declaration remain unchanged.