



**PROPOSED SIXTH AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS FOR PALMA VISTA**

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by \* \* \*

\* \* \*

ARTICLE XII  
RESTRICTIVE COVENANTS

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**Section 26.**

**A. RESIDENTIAL LEASES. All leases must be in writing and must be for a minimum term of seven (7) months. Any re-lease of a Lot must be for a minimum of seven (7) months and must be approved in advance by the Board of Directors. Where title to a Lot is held in the name of a corporation, limited liability company, partnership, any other type of business entity or other non-individual owner, including a trust, the entity shall designate in writing one or more individuals who will occupy the Lot as their principal residence for a period of not less than seven (7) consecutive months.**

**B. BOARD AUTHORITY. Notwithstanding the foregoing, the Board of Directors is hereby authorized to exercise the right to screen and approve prospective renters, tenants, lessees, licensees or other occupants (hereinafter collectively referred to as "lessees" occupying under a "lease") prior to taking possession of a Lot and the Board is authorized to enforce the limit on the maximum number of times a Lot may be leased in a twelve (12) month period all in accordance with this Article XII. All Owners who are intending to lease their Lot shall give the Association written notice of such intention, along with any transfer fee required by the Board.**

- 1. All lots within the Association are for single-family occupancy and may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. All leases or occupancy agreements for residences (collectively, "Lease Agreements") shall be in writing. No residence may be leased or occupied on a daily, nightly, weekly, monthly or any other basis other than for an initial term of not less than seven (7) months, with any renewals thereof being not less than seven (7) months. All Lease Agreements shall require the residence to be used solely as a private single-family residence.**
- 2. The Master Association has adopted a MetroWest Crime Free Lease Addendum ("CFA"). The Master Association requires the Association to comply with and enforce the CFA. All written Lease Agreements or**

renewals for all units within the Association shall include the CFA. Copies of the CFA can be obtained from the Association upon request.

3. A copy of all written lease agreements with attached and signed CFA shall be provided to the Association office or management office for the Association to review and approve/deny in advance of any tenant occupancy.
4. Owners shall provide all reasonably required documents and information requested by the Board, specifically including a copy of the proposed lease naming all lessees of the Lot. The Owner shall obtain from their lessee(s) copies of driver licenses (or state issued ID, Federal I-94, I-20, green card or passport) for all lessees of the property who are eighteen (18) years and older and also the license plate numbers for all vehicles used by the Lessee and occupants of the property.
5. The Association will conduct a complete nationwide (or international, as applicable) criminal background check for a period of seven (7) years prior to the proposed start date of the lease on all Lessees of the property who are eighteen (18) years of age or older, which shall include searches for felony convictions. The background check shall be performed by a qualified and bona fide third-party service provider. The Owner will be responsible for payment of the fees imposed by the Association in conducting the criminal background check.
6. Owners are responsible for the conduct of their Lessee(s) and remain liable for violations committed by their Lessee of any provisions contained in the governing documents of the Association and the MetroWest Master Association ("MWMA"), including the MetroWest Leasing Standards and Crime Free Multi-Housing Program. The approved Lessees over the age of eighteen (18) years of age shall sign an agreement that they have reviewed the provisions of the governing documents of the Association and MWMA, including any rules and regulations, and that they agree to abide by these provisions.
7. All leases are subject to the Master Declaration for MWMA, including the MetroWest Leasing Standards and Crime Free Multi-Housing Program, MWMA Rules and Regulations and this Declaration and must include all provisions required by the Master Declaration and must include a copy of the MetroWest Crime Free Lease Addendum executed by the owner and all lessees over the age of eighteen (18) years of age. All leases must include the following provision:

Lease Subject to Master Declaration and Association Rights. It is agreed and understood between the parties that the subject leased premises are located within the MetroWest community and are included within, and subject to, Amended and Restated Master Declaration of Protective Covenants and Restrictions for MetroWest, all Rules and Regulations governing MetroWest promulgated from

time to time by MetroWest Master Association, Inc. ("MWMA") and all other restrictions, limitations and usages contained within any and all related documents of MWMA ("Governing Documents"). Therefore, the parties acknowledge and agree that the terms hereof are specifically subject to all provisions, limitations, restrictions and rights set forth within the Governing Documents, including, without limitation, all rights of MWMA stated therein (to include but not limited to proper applicable licensing/permits, noise ordinances, loitering, parking limitations (violation may result including towing at owner's expense when parking on private property without specific written consent of that property/parcel owner), criminal mischief or activity (including lewd and lascivious behavior), as well as CPTED lighting requirements). It is agreed and acknowledged that MWMA is a direct and intended third party beneficiary under this lease and therefore has the unconditional right to enforce all Rules, Regulations and other provisions of the Governing Documents directly against either party hereto, including, without limitation, the right to bring direct legal action against Tenant or any Occupant of the Property, in the event of any violation by Tenant of any of the provisions of the Rules, Regulations or other Governing Documents for MetroWest.

C. LEASE APPROVAL. Notwithstanding any other provision herein to the contrary, after all information or interviews requested have been provided, the Board shall have fifteen (15) business days in which to approve or disapprove the proposed lease and lessee. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of non approval. In case of a vote of disapproval by the Board, the lease shall not be made. If the proposed transaction is denied, the Owner shall be advised of the disapproval in writing, and the lease shall not be made. If the Association disapproves a proposed lease, it shall have no duty or obligation to provide an alternate lessee or to lease the Lot in its own name.

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