

Important!

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CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PINE ISLAND BAY

PINE ISLAND BAY HOMEOWNERS ASSOCIATION, INC. hereby certifies that the attached Amendment to the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE ISLAND BAY ("Declaration"), as recorded in the Public Records of Broward County, Florida, at Official Records Book 20475, Page 62, has been duly adopted in the manner provided by Article XIV of the Declaration and applicable statutory provisions.

IN WITNESS WHEREOF, the membership has caused this certificate to be executed on this 30th day of January, 2024.

Attest:

PINE ISLAND BAY HOMEOWNERS
ASSOCIATION, INC.



LIANE SASSI, Secretary

BY: 

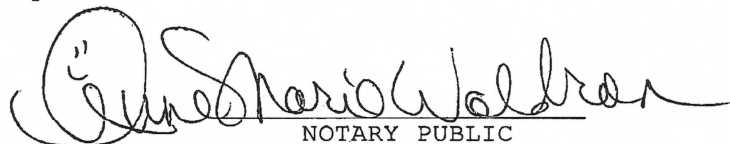
JOAN FINKELSTEIN, President

State of Florida :
County of Broward:

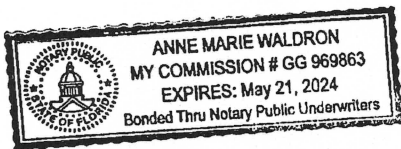
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOAN FINKELSTEIN and LIANE SASSI, President and Secretary of PINE ISLAND BAY HOMEOWNERS ASSOCIATION, INC., who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of January, 2024.

My Commission Expires:



NOTARY PUBLIC



**AMENDMENTS TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PINE ISLAND BAY**

Additions indicated by underlining, deletions indicated by -----.

AMENDMENT #1

ARTICLE IV
MAINTENANCE RESPONSIBILITIES

In consideration of the benefits hereinafter contained, and in payment of the Common Costs, Declarant does hereby declare and the Association agrees that the following provisions shall be applicable to the Property, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration and the other Pine Island Bay Documents, as follows:

A. Maintenance of Lot and Dwelling Unit.

1. Each Owner of a Lot covenants that he shall, at all times, maintain, repair and replace at his expense, all improvements on his Lot, including but not limited to all portions of his Dwelling Unit, lighting, fences (whether or not installed by Declarant) and screening, where applicable, sprinkler systems, mailboxes and landscaping (other than landscaping maintained by the Association), utility lines, ducts, conduits, pipes, wires, utility fixtures and appurtenances which service only his Lot. Notwithstanding anything provided herein, an Owner shall not be required to maintain any portion of any entry feature located on his Lot. The foregoing obligations of the Owner shall be performed such that the Lot and all improvements thereto have a "first class appearance." Any determination as to what constitutes a "first class appearance" shall be made by the Board in its sole discretion. As with maintaining esthetics in a zero lot line community, it is suggested that each Lot may enhance their individual greenspace "rule of thumb" as: front lawn may consist of 60% healthy turf/sod, may enhance with 30% trees/bushes, and 10% decorative: (mulch, and/or stones, and/or (real) flowers, and/or decorative bricks). Each Owner shall maintain, repair and replace at his expense, any tree planted by Declarant in such Owner's Lot.

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ARTICLE V
PROVISIONS AND COVENANTS FOR THE
PRESERVATION OF THE VALUES AND IMPROVEMENTS

In order to preserve the values of the Property and improvements thereto, the following provisions shall be applicable to the Property:

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AMENDMENT #2

B. Alterations and Improvements.

1. No construction or remodeling of existing buildings or alterations to existing buildings shall be permitted to be made (other than within the Dwelling Unit) without the prior written approval of the Architectural Review Board, except that approval shall be given for those improvements which are set forth in Declarant's original plans and specifications (the "Plans and Specifications") for the type Dwelling Unit (which Plans and Specifications are on file with the City), and which improvements were originally offered by Declarant as an optional improvement to the Dwelling Unit or Lot. Except for the aforescribed improvements which are permitted, no Dwelling Unit or structure of any kind, including without limitation, additions, improvements, modifications, exterior painting, mailboxes, pools, fences, walls, driveways, pavement, patios, terraces, gazebos, sheds, huts, screening or screened enclosures, tree forts, playhouses or garages, shall be erected or altered, unless first approved by the Architectural Review Board, as set forth herein.

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7. Driveway: All Lots shall have a paved driveway of stable, hard surface and permanent construction. Unless prior written approval of the Architectural Review Board is obtained, the driveway shall be asphalt, concrete, brick or brick pavers, and such portion of the driveway within the boundary of the Lot shall be maintained by the Owner of a Lot. Each driveway shall extend from the Dwelling Unit to the paved portion of the adjacent street. Driveways may not be extended beyond 25 feet for two-story Dwelling Units, and the one-story Dwelling Units with a two car garage; and may not be extended beyond 18 feet for one-story Dwelling Units with one car garage. If any portion of the driveway located within a utility easement or within a dedicated right-of-way is damaged or removed as a result of work on the utilities located within such utility easement or dedicated right-of-way, then the Owner of the Lot served by such driveway shall promptly repair and replace such damaged portions of his driveway at his expense using materials and design similar to that for the driveway which was damaged unless the prior written consent of the Architectural Review Board is obtained.

AMENDMENT #3

5. Parking and Prohibited Vehicles:

(a) Parking: Except as set forth in subparagraph (b) below, parking in the Property shall be restricted to private automobiles and passenger-type vans. Vehicles shall be parked only in the driveways serving the Dwelling Units, except as set forth in subparagraph (b) below. No vehicles shall conduct or permit to be conducted repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Property, except in an enclosed area with the doors thereto closed at all times. This section shall not apply to any activities of Declarant.

(b) Prohibited Vehicles: Commercial vehicles (including vehicles used for one's employment or business that are not deemed a private passenger vehicle), vehicles with commercial writing on their exteriors, vehicles with tools, tool boxes for the purpose of tools for employment, scaffolding or any articles used to furnish any commercial purpose or appearing to do so, vehicles primarily used or designed for commercial purposes, vans, sprinter vans, (seating not deemed for private passenger use), or similar light commercial vehicles used specifically for carrying, storing material(s) for commerce use), any trucks, including pick-up trucks, weighing over $\frac{3}{4}$ tons, tractors, mobile homes, recreational vehicles, campers, camper trailers, boats and other watercraft, and boats and boat trailers shall not be parked anywhere on the Property, unless parked in a portion of the lot completely enclosed by a perimeter fence approved by the ARB. Stored vehicles and vehicles which are either obviously inoperable or do not have current operational licenses shall not be permitted on the Property. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling Unit or the Common Property.

AMENDMENT #4

10. Signs. Any "for sale" signs, or "for rent" signs, or recognized home security signs shall be subject to requirements of the ARB as to number, size, letterings and location. No other sign, advertisement or notice shall be permitted on the Property. The American flag may always be displayed. Political signs, political flags, political banners, etc. are not permitted to be displayed at any time on the Lot or Dwelling Unit (including, but not limited to, the lawn, a window, house column, railing, garage door, front door or a flag pole). unless specifically permitted by the prior written consent of the Architectural Review Board.

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AMENDMENT #5

ARTICLE XII

LEASING, SALES, TRANSFERS AND OTHER CONVEYANCES ~~LEASING OF LOTS~~

(1) No Owner, other than the Association, may lease his or her Dwelling Unit or Lot, except by complying with the following provisions:

(a) The leasing of Dwelling Units and Lots, and any renewal or extension of an existing lease, shall be subject to the restrictions herein and the prior written approval of the Association as set forth in subsection (2) below. Every lease shall be subordinate to any lien filed by the Association under this Declaration, whether such lien was filed before or after the commencement of the lease. If an Owner leases his Lot, a lease together with the names of the lessees shall be delivered to the Association prior to the occupancy by the lessee. The Association shall have the right to establish a procedure for screening tenants; accordingly, the Association may then have the right to disapprove tenants. Such lease shall contain a covenant that the lessee acknowledges that the Lot is subject to the Pine Island Bay Documents and is familiar with the provisions hereof, and the uses and restrictions contained therein, and agrees to abide by all such provisions. If a lease does not contain such a covenant, then such lease shall nonetheless be deemed to include such covenant. This paragraph shall also apply in the event of subleasing of a Lot to the same extent as to the leasing of a Lot. Each Owner hereby assigns to the Association on a non-exclusive basis the rights, but not the obligations, of a landlord as set forth in Chapter 83, Part II, Florida Statutes (1989), as may be amended, including without limitation the right to pursue the remedies set forth therein; provided, however, that nothing shall require that the Association exercise such rights.

(b) No Dwelling Units lease shall be for a term other than a twelve (12) month term. All lease renewals are subject to the prior written approval of the Association. No Dwelling Unit or Lot may be advertised as a short-term rental (term of less than one (1) year). After approval, entire Dwelling Units may be rented provided the occupancy is only by the approved lessee and the approved family and guests. All adult occupants (18 years of age or older), whether or not they are listed on an approved lease, and/or occupancy after the fact, shall be subject to the restrictions herein and the prior written approval of the Association as set forth in subsection (2) below. No transient tenants may reside at the Dwelling Unit. Occupancy of Dwelling Units is limited to two (2) persons per bedroom.

(c) During the first two (2) years of ownership, commencing on the day of the execution of the deed, title, or other document of conveyance, no Dwelling Unit or Lot may be leased or occupied by persons

other than the Owner of the Dwelling Unit or the Owner's immediate family. Notwithstanding the foregoing, when a Dwelling Unit is sold with a previously approved tenant renting the Dwelling Unit, the tenant may remain for the rest of the tenant's then-applicable lease term, provided same is no longer than one (1) year, and the two (2) year time for the rental/occupancy prohibition will commence to run upon the expiration of that tenant's lease.

(d) Any occupancy, other than by an individual Owner or the individual Owner's immediate family, shall be deemed a lease regardless of whether there is an exchange or consideration for the use of the Dwelling Unit. Familia status shall be limited to the spouse, domestic partner, children and parents of the Owner.

(2) Approval of Leases, Sales, Transfers and Other Conveyances. No lease, sale, transfer or conveyance of a Residence or Lot or of any interest therein, shall be valid unless the lease, sale, transfer or conveyance receives the prior written approval of the Association. Such approval may be evidenced by a Certificate of Approval signed by the President, or other authorized person, and delivered to the applicant at the screening interview prior to closing.

(a) Application and Screening Fee. All applicants, whether lease, sale or other conveyance, must submit the Association's form application for approval. All tenant applicants must submit themselves to a background check. All intended occupants of the Dwelling Unit must complete an application. The Association has the right to require that a substantially uniform form of lease be used. Applicants shall be subject to a personal interview prior to the time of final processing of the application for approval by the Board. Together with the presentation of the fully-completed application package (including vehicle registrations and photographs of each vehicle as commercial vehicles are strictly prohibited, completed pet registration forms, etc.), the lease or purchase and sales agreement, and any other documentation which may be required by the Board, the applicant shall pay to the Association a screening fee, to be paid by certified funds, as the Board may set from time to time, not to exceed the highest amount permitted by law, per applicant, other than husband/wife, which are considered one applicant.

(b) Approvals. Association must either approve or disapprove an application within thirty (30) days of receipt of the fully completed application package along with any relevant documents the Association is requesting. If the Association approves a prospective lease, sale, transfer or conveyance then such approval shall be made by executing a Certificate of Approval to be provided to the applicant.

(c) "Good Cause" Disapprovals. If the Association disapproves a prospective lease for "good cause", the occupant shall not be authorized to occupy the Dwelling Unit or Lot. Disapproval shall be considered for "good cause" if based on any of the following:

(i) The application and information submitted for

approval on its face, or subsequent investigation thereof, indicates that the person seeking approval may conduct himself/herself, or may use the Dwelling Unit or Lot, in a manner inconsistent with the governing documents applicable to the Dwelling Unit or otherwise may have a potentially detrimental effect on neighbors and the community;

(ii) The person seeking approval takes possession or occupies the Dwelling Unit or Lot prior to approval by the Association as provided herein;

(iii) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others or disrespect for this or another Association's "Rules and Regulations", as evidenced by his/her conduct in other social organizations or associations, or by his/her conduct in this Association as a tenant, owner, occupant or visitor of a Dwelling Unit or Lot;

(iv) The person seeking approval failed to provide the information required to process the application in a timely manner or included inaccurate or false information in the application;

(v) The person seeking approval has a record of convictions or institutionalizations indicating their behavior may not match the values of the community or may be disruptive to the community; or

(vi) The Owner requesting the lease, sale or transfer has open violations or is delinquent in the payment of any monetary obligation due to the Association.

(3) Ownership Cap. No more than two (2) Dwelling Units or Lots may be owned at one time by a person or his/her trust, with exception of the Association itself and an Institutional Lender obtaining title through a mortgage foreclosure sale or deed in lieu of foreclosure.

(4) No Corporate Ownership. Dwelling Units and Lots may only be owned by natural persons. Ownership by a corporation, or similar entity, such as a limited liability company or limited partnership, is strictly prohibited. Dwelling Units and Lots may be held in revocable trusts for estate planning purposes, provided that the initial trustee and the initial beneficiary (that is, the occupant of the Dwelling Unit) are the same person and remain the same person except in the event of incapacity or death. Notwithstanding the foregoing: i) any corporation or similar entity owning a Dwelling Unit or Lot on the day this amendment is recorded may continue to own such Dwelling Unit or Lot, but may not add thereto; ii) a corporation or other entity may own pursuant to title acquired in a mortgage foreclosure sale or deed in lieu of foreclosure, provided that such owner may not occupy, lease or allow guests in such Dwelling Unit; and iii) the Association may own Dwelling Units as a result of the foreclosure of Association's lien.

(5) Other Transfers. If any person shall acquire title to, or a right to occupy, a Dwelling Unit or Lot by any manner not considered in the foregoing subsections, the continuance of such person's ownership of or occupancy right to the Dwelling Unit shall be subject to the approval

of the Association.

(6) Unauthorized Lease or Occupancy. Any lease, possession or occupancy not authorized pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Association. The Association shall take any legal action necessary to enforce and support its positions on these matters at the expense of the Owner, including attorneys' fees. The expense, including attorneys' fees incurred in curing the violation, shall become an assessment against the Lot pursuant to this Declaration.

(7) Department of Veterans Affairs. To the extent that any provision set forth in this Declaration regarding leasing or right to convey property is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Dwelling Unit or Lot that is:

(a) encumbered by DVA Financing; or

(b) owned by the Secretary of Veterans Affairs, an Officer of the United States.

AMENDMENT #6

(8) Capital Contribution. The Association may charge a new Owner of any Dwelling Unit or Lot a one-time capital contribution fee upon such sale, transfer or other conveyance for the purpose of capital improvements within the Association. Said capital contribution fee shall be \$250.00, a sum not to exceed the highest amount permitted by law as same may be amended from time to time. Said funds must be tendered at closing and will be held in a separate bank account specifically for this purpose. The capital contribution fee shall be deemed to be a special assessment against the Lot and shall be collectible in the same fashion as any other assessment as provided in Article VIII of this Declaration.

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