

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION FOR PORTRAITS HOMEOWNER'S ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration for Portraits Homeowner's Association, Inc. as recorded in Official Records Book 20888 at Page 0108, et seq. of the Public Records of Broward County, Florida was adopted, in accordance with Article XVII, Section 5 of the Declaration, by a majority unit owners, present in person or by proxy, of the membership at a meeting held on June 15, 2021. The effective date of the amendment shall be upon recording.

IN WITNESS WHEREOF, we have affixed our hand this 16TH day of June 2021 at
Pembroke Pines, Broward County, Florida

**PORTRAITS HOMEOWNER'S
ASSOCIATION, INC.**
a Florida not-for-profit corporation

By: Mari Elise Herman

Mari Elise Herman President

By: Scott Hoch

Scott Hoch Secretary

WITNESS

Sign: Mark D. Gerwig

Print Name: MARK D. GERWIG

Sign: Cheryl A. Gerwig

Print Name: CHERYL A. GERWIG

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 16th day of JUNE, 2021,
by Mari Elise Herman as President and Scott Hoch as
Secretary of Portraits Homeowner's Association, Inc. a Florida not-for profit corporation.

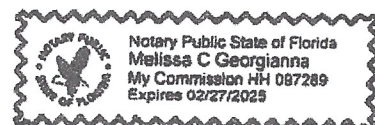
Personally Known ☒ OR
Produced Identification ☐

Type of Identification _____

NOTARY PUBLIC-STATE OF FLORIDA

Sign: Melissa C. Georgianna

Print: Melissa C. Georgianna



AMENDMENTS TO THE DECLARATION FOR PORTRAITS ASSOCIATION, INC.

Proposed Amendment to the Declaration (Additions are indicated by underline; deletions by -----)

New Section Article XIV, Section 24 as follows:

Section 24. Leases. All leases of a Home must be in writing and are subject to the prior approval by the Association as set forth below. All lease renewals are subject to the prior written approval of the Association. The provisions in this Article shall not apply to any Home Owners who are leasing their Home on the effective date of this amendment but shall apply to any renewal of a current lease. No lease shall be for a period of less than 12 months, and no Home Owner may lease their Home more than once in any consecutive 12 month period, without the consent of the Association. Subleases and Assignments of Lease are prohibited. There shall not be any room letting or reservations from on-line services, or any other services such as AirBnb or VRBO, for overnight letting of rooms or for leasing of the entire Home if the period of occupancy violates this Declaration. Notwithstanding the foregoing, a Home Owner may from time to time permit guests to occupy his/her Home, in the absence of the Home Owner, without consideration, so long as the occupancy does not exceed thirty (30) days. Guests residing in the Home in the absence of the Home Owner for periods longer than thirty (30) days shall be deemed tenants and are subject to the approval of the Association as set forth below.

Leasing Prohibited During the first twelve (12) months of Ownership. No Home Owner may lease their Home during the first twelve (12) months after the recordation of the instrument by which title was conveyed to the Home Owner. However, should a member of the Association (or their spouse) be an active member of the United States military and the member (or spouse) are assigned, deployed or otherwise transferred which necessitates the member (or spouse) leaving their Home within the first twelve (12) months of ownership, the Association, upon being provided the appropriate documentation by the member (or spouse), will consent, subject to approval, to the immediate renting of the Home. In addition, with respect to the prohibition that no Home Owner may lease their Home more than once in any consecutive 12 month period, the Association, upon being provided the appropriate documentation by the member (or spouse) evidencing hardship, will consent, subject to approval, to the immediate renting of the Home. Such instances of hardship can be, but not limited to, eviction of the existing tenant, corporate relocation, death and divorce. Notwithstanding the above, should the Association acquire title to a Home through foreclosure or a deed in lieu of foreclosure, the Association shall be exempted from the aforementioned prohibition against leasing within the first twelve (12) months of ownership and also Homes acquired through devise or inheritance shall be exempt. If a Home is leased and the Home Owner seeks to sell or otherwise convey the Home, the Home Owner shall, prior to closing and conveyance of the Home, terminate the lease and regain legal possession of the Home from the tenant(s) and occupant(s). A purchaser / acquirer may not purchase / acquire a Home subject to an existing lease, as purchasing / acquiring a Home subject to an existing lease would violate the prohibition on leasing during the twelve (12) months of ownership as set forth herein. However, those Homes Owners who have obtained their

Homes through devise or inheritance and wish to rent their Homes during the twelve (12) month prohibition period must still obtain approval of the lease in accordance with this Section. In addition, this provision shall not apply to any Home Owners who own their Home on the effective date of this amendment, nor does it operate to invalidate any leases which are valid and approved as of the effective date of this Amendment.

Security Deposit In addition to the other requirements associated with a lease as stated in this section, the Association shall require a security deposit subject to the following terms and conditions. Upon approval by the Association of an approved lease as elsewhere provided herein and prior to occupancy of a Home, the Owner of the Home ("remitter / lessee") shall be required to remit to the Association certified funds in the amount of Five Hundred Dollars (\$500.00) (the aforementioned election is within the sole and absolute discretion of the Association) to be utilized as a deposit as hereinafter described. The sums shall be held in escrow by the Association pursuant to the following terms and conditions:

- (i) All sums received by the Association under this provision will be kept in an non-interest bearing account and shall not be commingled with other funds of the Association.
- (ii) The sums tendered relative to any lease shall be disbursed to the Association if there is damage to the common areas as a result of the negligence of the owner, his/her guests lessees, and invitees or as reimbursement to the Association should the Owner fail to maintain the Home in accordance with Article X of this Declaration.

After written notification of the termination of the lease, the sum shall be disbursed to the remitter / lessee within fifteen (15) days subject to any deductions as provided above. Should there be any deductions as provided above, the Association shall be entitled to possession of the deposited funds. Any approval by the Association as elsewhere provided herein is conditional upon remittance of the security deposit, and any occupancy without submission of the security deposit will deem the approval void and will subject the occupants to eviction.

(a) As provided for in this Section, the Board must approve transfers of any Home by lease. All leases of a Home must be in writing and specifically be subject to this Declaration, the Articles, the By Laws, and Rules and Regulations and copies of the lease delivered to the Association prior to occupancy by the tenant(s). The Board of Directors shall have the right to require a substantially uniform form of lease be used or in the alternative, the Board's approval of the lease form to be used shall be required. The lease shall include, and if not included, shall be deemed to include, a provision granting the Association authority and standing to evict any lessee of a Home Owner who is in breach or violation of this Declaration or the rules and regulations, as promulgated from time to time. The Home Owner shall be responsible for all attorney's fees and costs associated with such action. After approval, Homes may be leased, provided the occupancy is only by the Lessee and the approved occupants.

(b) Approval of Leasing. All leases (and the lessee and all occupants residing with the lessee) shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, an Owner or his/her agent shall apply to the Association, in accordance with the procedures set forth in this Article, for approval of such lease; if desired, the Board or its managing agent may prescribe the application form. The Association may waive the application requirement if the tenant/tenants has/have resided in the Home pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests without the advance written approval of the Board. The Board may require the use of a uniform lease, or require the addition of an addendum, protecting the Association's interests. The Owner shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The Association may require a background investigation as to the proposed lessee's (and all occupants) finances, credit history, criminal history, residential history or otherwise. With proper identification, lessees who are active duty military or law enforcement shall be required to complete a lease application in accordance with this subsection (b) as below but shall not be required to undertake a background investigation. The Association, however, reserves the right to conduct background checks on the other residents residing with the military/police officers. The interview may be conducted over the telephone (or other media) if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations. At the time of the giving of a notice to lease or rent his or her Home, the Association may require the payment of a preset screening fee of \$100.00, or the maximum amount allowable by law, in addition to any out of pocket costs associated with the approval. No fee shall be collected in connection with an application to renew a previously approved lease. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application, complete with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval.

(c) Each lease, or addenda attached thereto, shall contain an agreement of the lessee to comply with the Declaration and applicable Rules and Regulations and shall provide or be deemed to provide that any violations of the aforementioned documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Owner shall have a duty to bring his or her tenant/tenants conduct and actions into compliance with the Declaration and applicable Rules and Regulations by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the Declaration and applicable Rules and Regulations, the Association shall then have the authority to act as agent of the Owner to undertake whatever action is necessary to abate

the tenant/tenants non-compliance with the aforementioned documents, including without limitation the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Owner which shall be secured by assessment and lien in the same manner as common expense charges.

(d) Disapproval of Lease. The Board may accept the recommendations of any committee organized to review applications but is not bound to do so. Approval of the Association shall be withheld only if a majority of the entire Board so votes and its decision must be reasonable. The Board (or its designated committee) may consider such factors including, but limited, to the existence of a criminal record of the proposed lessee (or any proposed occupants of the Home under a lease). The Board (or its designated committee) may also consider the financial history of the proposed lessee. The Board may consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

(i) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations Documents or the occupancy is inconsistent with the aforementioned documents.

(ii) The person seeking approval (which shall include all proposed occupants) has a felony record.

(iii) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts, or fails to meet the minimum financial criteria, employment history or tenancy history, as promulgated by the Association from time to time.

(iv) The Owner allows a prospective lessee to take possession of the premises prior to approval by the Association as provided for herein.

(v) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or Associations.

(vi) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(vii) All assessments, fines and other charges against the Home have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

(viii) An Owner seeking approval of a renewal of a lease or the lessee (or the occupants of the leased premises) has violated provisions of this Declaration or the governing

documents including the Association's rules and regulations during the existing lease term.

(ix) An Owner intends to lease within the first twelve (12) months of ownership or no security deposit was made.

(e) Responsibility of Owner for Lessees. The Owner shall be responsible for the negligence, conduct, acts, or omissions of the Owner's Guests, Lessees and Invitees. The Owner shall be responsible for any damage caused to the Association's common areas by the Owner's Guests, Lessees and Invitees. In the event of non-payment by the Owner of any damage to the common areas, such amounts will be considered assessments and collectable in the manner as provided in Article V of this Declaration.

(f) Any lease made in violation of this Declaration shall be deemed void and the Association shall be deemed agents of the Home Owner for the purposes of eviction. The Home Owner shall be responsible for all attorney's fees and costs associated with such action.

New Section Article XIV, Section 25 as follows:

Corporate Ownership Prohibited. Effective from the date of this amendment, no ownership or possessory interest in a Home may be conveyed, leased or otherwise transferred to a corporation, limited liability company (LLC), partnership or other entity of any kind except to trustees of trusts where such trust was formed by the purposes of estate, tax or financial planning and the Association has been provided with such documentation that, in the Association's reasonable discretion, determines that the trust was formed for estate, tax or financial planning. The provision of this paragraph is not applicable to acquisition of Homes by the Association. Notwithstanding the provisions above, the acquisition of title to a Home by a prohibited corporate entity through the foreclosure of a mortgage or other lien or by deed in lieu of foreclosure is permitted but any such acquirer of title may not then sell, lease or otherwise convey the Home to a prohibited corporate entity.

New Section Article XIV, Section 26 as follows:

Homes Restricted for Residential and Single Family Use. Each Home is restricted to residential use only by the Owner or Owners thereof, their immediate families, guests and invitees. Not more than one family shall reside permanently in a Home. A "family" shall mean any number of persons related by blood, adoption or marriage or unrelated persons living as a single housekeeping unit. Homes may not be used for any commercial purposes or for any non-commercial circumstances which would cause a level of noise, traffic, visitors and other activity which would be inconsistent with residential use.