

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR GARDEN  
HOMES AT COUNTRY ISLES MAINTENANCE HOMEOWNER'S ASSOCIATION,  
INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants and Restrictions for Garden Homes at Country Isles Maintenance Association, Inc. as originally recorded in Official Records Book 13698 at Page 677, et seq. of the Public Records of Broward County, Florida and as preserved by instrument number 113022311 was adopted by unit owners in a manner as provided in the Association's documents at a duly noticed member's meeting on May 18, 2021 in Weston, Florida.

IN WITNESS WHEREOF, we have affixed our hand this 19th day of May, 2021 at Weston, Broward County, Florida

GARDEN HOMES AT COUNTRY ISLES  
MAINTENANCE ASSOCIATION, INC.  
a Florida not-for-profit corporation

By: Christine Estett  
Christine Estett President

WITNESS

Sign: [Signature] as Director  
Print Name: Luis Pacheco

Sign: [Signature] AS DIRECTOR  
Print Name: Matthew Howden

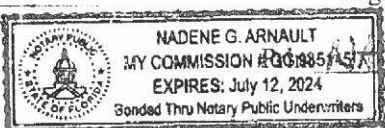
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of May, 2021, by CHRISTINE ESTETT as President of Garden Homes at Country Isles Maintenance Association, Inc. a Florida not-for profit corporation.

Personally Known  OR  
Produced Identification \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
Sign Nadene S. Arnauld

Type of Identification \_\_\_\_\_



NADENE S. ARNAULD

AMENDMENTS TO NEIGHBORHOOD COVENANTS FOR  
GARDEN HOMES AT COUNTRY ISLES MAINTENANCE ASSOCIATION, INC.

( Additions indicated by underlining, deletions by ~~strikethrough~~ )

**New Section Article XII, Section 17:**

Section 17. Governing Law: Notwithstanding anything contained to the contrary in this Declaration, Articles of Incorporation or By Laws, the Association will be governed by Florida Statute 720, as amended from time to time.

**Proposed Amendment Article VII, Section 2:**

Section 2. Lots. The Association shall maintain to the standard provided herein the existing grass and ~~other landscaping~~ the existing hedges as initially installed on each lot by the Developer from the front property line of the Lot up to the faces of the Unit thereon, any walls extending there from and the plane of the front of the Unit extending to the side property line of its Lot, provided that the Association shall not be required to maintain any areas, such as enclosed or semi-enclosed courtyards, not readily accessible to it. All other portions of a Lot (including, without limitation, side and rear yards, fences and sidewalks and driveways - even if within the front area of the Lot wherein the landscaping is to be maintained by the Association) shall be maintained by the owner thereof in a neat, clean and attractive manner. The minimum, though not sole, standard for the foregoing (both as to the Association and the individual Owners) shall be the general appearance of the Properties, Country Isles and Weston as a whole (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

**Proposed Amendments Article IX, Sections 2 and 3:**

Section 2. Leases.

(a) General

No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. No bed and breakfast facility may be operated out of a Unit. Individual rooms may not be leased on any basis. No transient tenants may be accommodated in a Unit. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, ~~the Foundation Covenants~~, the village Covenants or other applicable provisions if any agreement, document or instrument governing The Properties or administered by the Association ~~or the Foundation~~ or the Village Association. Leasing, and renewals of leases, of Lots and Units shall

also be subject to the prior written approval of the Association as set forth in the procedures as below, which approval shall not be unreasonably withheld. No lease shall be approved for a term less than one (1) year. Owners wishing to lease their Lots and Units shall be required to place in escrow with the Association the sum of \$1,000.00 which may be used by the Association to repair any damage to the Common Areas or other portions of the Properties, Country Isles or Weston resulting from acts or omissions of tenants (as determined in the sole discretion of the Association or the Foundation, as applicable). In addition, the security deposit may be applied to any delinquent sums due the Association. The Owner will be jointly and severally liable with the tenant to the Association for any amount (which sum will be considered an assessment) in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00, will only be disbursed to the remitter / lessee or his heirs or assigns upon the written request of same via Certified U.S. Mail. shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out.

(b) Prohibition on Leasing within First Twelve (12) Months of Ownership

No Owner may lease their Unit during the first twelve (12) months after the recordation of the instrument by which title was conveyed to the Owner. However, the Association, in its sole and absolute discretion, may grant an exception to the aforementioned prohibition on leasing if the owner may prove by documentation that there will be economic hardships including, but not limited to, imminent foreclosure of a Unit, hardship due to ill health, reasons relating to employment or family emergency. In addition, 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 Unit within the first twelve (12) months of ownership, the Association, upon being provided the appropriate documentation by the member (or spouse), will consent to the immediate renting of the Unit. Notwithstanding the foregoing, should the Association acquire title to a Unit 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 a Unit acquired through devise or inheritance shall be exempt. If a Unit is leased, and the Unit Owner seeks to sell or otherwise convey the Unit, the Unit Owner shall, prior to closing and conveyance of the Unit, terminate the lease and regain legal possession of the Unit from the tenant(s) and occupant(s). A purchaser/acquirer may not purchase/acquire a Unit subject to an existing lease, as purchasing / acquiring a Unit subject to an existing lease would violate the prohibition on leasing during the first twelve (12) months of ownership as set forth herein. However, those Unit owners who have obtained their Unit through devise or inheritance and wish to rent their Unit during the one (1) year prohibition period must still obtain approval of the lease in accordance with this Section. In addition, this provision shall not apply to any Unit Owners who own their Unit 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.

(c) Prohibition on Corporate Ownership

No ownership of possessory interest in a Unit may be conveyed, leased or otherwise transferred to a corporation, partnership or other entity of any kind except for trustees of trusts where such trust was formed for the purposes of estate or financial planning. This provision is not applicable to Units acquired by the Association. Notwithstanding the provisions above regarding acquisition of title by the foreclosing entity or its assignee acquiring title to a Unit through a foreclosure of a mortgage or deed in lieu of foreclosure may hold title but are subject to the prohibitions in this section applicable to leases. Third party corporate purchasers at foreclosure sales are expressly prohibited under this section.

(d) Procedure For Lease

Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, including a lease renewal, an Owner or his 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 Unit 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 Members Permitees as that term is defined elsewhere in this Declaration 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 or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, (including all occupants of the Unit under the lease) and the prospective lessee (including all occupants of the Unit under the lease, if required) 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. The interview may be conducted over the telephone, or via other electronic means, 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. 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.

(e) Disapproval of Leasing

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:

(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.

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

(iii) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts or is unable to meet the minimum financial obligations including, but not limited to a minimum credit score, as promulgated by the Association from time to time.

(iv) The Owner allows a prospective purchaser/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) Assessments, fines and other charges against the Unit have not been paid in full, or the Unit is in otherwise in violation, provided however, the Association may grant approval subject to payment in full as a condition of the approval or that the violations will be cured with an agreed time period.

(viii) The person seeking approval has not tendered the necessary security deposit.

It shall be the duty of the Association to notify the Owner of approval or disapproval of such

proposed lease within forty-five (45) days after receipt of the application for lease on any prescribed form, completed with all required information. Failure of the Association to respond in writing within forty-five (45) days shall be deemed to constitute approval. If the Association disapproves a proposed lease or lease renewal, the Owner shall receive a statement indicating same and the lease shall not be made or renewed. Any rental of a Unit made in violation of this Declaration shall be voidable and the Association may invoke any remedies provided by law, including but not limited to the initiation of immediate eviction proceedings to evict the unauthorized persons in possession. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application.

Section 3. Members' Permittees. No Lot or Unit shall be occupied by any person other than the Owner(s) thereof or the applicable Members; Permittees and in no event other than as a residence. For purposes of this Declaration, a Members' Permittees shall be the following persons and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family: (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner but only to those officers, directors, stockholders or employees of corporate entities that take title prior to the effective date of this amendment, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only is approved in accordance with this Declaration. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Director shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. ~~The provisions of this Section shall not be applicable to Units used by the Developer for model apartments, sales offices, management services or otherwise.~~

As used herein, "family" or words of similar import shall be deemed to include spouse, children, parents, brothers, sisters, grandchildren and any other persons, permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof as a single financial unit. As used herein, 'guest' or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to leases and lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Article and the Board of Directors of the Association shall enforce, and the Owners comply with, same with due regard for such purpose.