

**CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS FOR THE
CENTRA FALLS WEST HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS is executed this 31st day of December 2020 by The Centra Falls West Homeowners Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, the Declaration(s) of the above-named Association is recorded in the Official Records of Broward County, Florida as Instrument Number 114945114 (the "Declaration");

WHEREAS, an amendment to the Rules and Regulations of the Association was recorded as Instrument Number 116607761, pursuant to Florida Statute 720.306(1)(e); and

WHEREAS, a duly noticed special meeting of the members, called pursuant to Section 3.3 of the By-Laws of the Association, took place on December 10, 2020, in which a quorum was present and at such meeting the members of the Association, pursuant to Section 13 of the By-Laws of the Association, voted, by a majority of those present, to remove the rules recoded in Instrument Number 116607761.

NOW, THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Substantial rewording. See governing documents for current text.**
3. The Rules and Regulations of the Association are hereby Amended as follows:

LEASING RULE

~~The Association is expressly given the power and authority to approve or disapprove a transfer, occupancy or ownership of a Home. In an effort to maintain transparency with the process of approval and disapproval of new leases in the Association and to protect the health, safety and welfare of the Association, the Board has adopted the following rules and regulations, which it will follow with regards to any new leasing application from this date forward:~~

~~The Board shall not approve any leases once twenty (20%) percent of Homes have been approved for leasing in the Association (the "Leasing Cap"). An Owner who desires~~

to lease their Home may request to be placed on a waiting list, such list to be on a first-come, first-served basis, based upon a written request received by the Board (the "Leasing Waiting List"). Should the number of leased units in the Association fall below the Leasing Cap, the Owner whose name appears first on the Leasing Waiting List (the "Waiting List Owner") will be notified of their option to lease their Home, in writing, by the Board at the address provided by the Owner to the Association (the "Waiting List Notice"). The Owner shall be solely responsible for maintaining an up to date address, email address and phone number at all times. The Board shall notify the Waiting List Owner by email and regular mail. Once the Board sends the Waiting List Notice they will be deemed to have fully complied with the notice requirement provided herein. The Waiting List Owner shall have ninety (90) days from the sending of the Waiting List Notice by the Board to present an application to lease, complying with the terms and conditions of the Declaration (the "Leasing Window"). Notwithstanding the Waiting List Owner's full compliance with the provisions herein, the Board retains the full power and authority to approve or not approve any lease, in its sole and absolute discretion. Should the Waiting List Owner fail to lease their Home within the Leasing Window, the Waiting List Owner shall forfeit their right to lease their Home the Board shall send a new Waiting List Notice to the next owner on the Leasing Waiting List. Any Waiting List Owner who submits an application to lease, in compliance with the terms of the Declaration, but is subject to a Board rejection of said lease will be allowed to submit additional applications for approval within the Leasing Window. The Waiting List Owner who fails to lease their Home pursuant to this procedure shall have their name placed at the end of the Leasing Waiting List. This procedure shall be followed until an owner on the Leasing Waiting List is able to lease their Home to a bona fide tenant. Nothing contained in this paragraph shall limit the Board's ability to deny any applicant for any reason, in their sole and absolute discretion. The sale of a Home by an Owner who leases their unit shall result of an immediate revocation of the right to lease said Home by any subsequent Owner (the "Sale Revocation"). Any purchaser of a Home after the Sale Revocation shall have the option of placing their name on the Leasing Waiting List. Should the sale of a Home occur during the term of an existing lease, the lease shall automatically terminate at the End of the Lease Year, as said term is defined below.

Each Owner who leases a Home to a Tenant shall re-apply for Board approval. The Board may, within its sole and absolute discretion, approve or not approve a lease renewal of an existing Tenant. Once a Home is leased, the date on which the lease commences (said date to be confirmed, in writing, prior to the lease taking effect) shall be the "Lease Year". The Lease Year shall extend for one (1) consecutive year from the date on which the lease commences and shall end on day before the one (1) year anniversary of the lease (the "End of the Lease Year"). Should a lease expire or terminate prior to the end of the full Lease Year, the Home may be leased for another term, if the Homeowner is in good standing with the association. The Homeowner is responsible for providing the Homeowners Association with updated lease agreements.

~~The Homeowner will be subject to a fine if they fail to provide the documents in a timely manner. Any Owner who is leasing their Home shall be required to provide written notice to the Association no later than sixty (60) days prior to the End of the Lease Year that they intend on either (1) renewing their lease; or (2) seeking approval for a new lease (the "Lease Renewal/Reapplication"). Should the Association not receive the Lease Renewal/Reapplication notice the Association shall be deemed to have accepted Owner's choice to not lease their Home, at which time the Owner whose name is next on the Leasing Waiting List shall be contacted pursuant to the provisions above. Said Owner shall thereafter not be permitted to lease their Home until their name becomes first on the Waiting List.~~

- ~~4. The above rules and regulations were duly adopted by the directors of the Association in accordance with the requirements of the Declaration and applicable Florida Law, as heretofore amended, and appear upon the minutes of said Association and are unrevoked.~~

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment as of the date first above written.

WITNESSES:

CENTRA FALLS WEST
HOMEOWNERS ASSOCIATION,
INC. a Florida not-for-profit
corporation

Erika L. O'Bryant

Print Name: Erika L. O'Bryant

Pierre Saliba

Print Name: PIERRE SALIBA

By: [Signature]

Name: Kirsy Espejo

Title: President

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 31st day of December, 2020, by Kirsy Espejo, President of the Centra Falls West Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the company. They are [] personally known to me or [☒] presented Florida driver's licenses as identification and did not take an oath.

Notary Stamp/Seal:

Notary Signature: Erika L. O'Bryant
Notary Print: Erika L. O'Bryant
Notary Public, State of Florida
Commission No.: GG 915008
My Commission Expires: 9/19/23

