

PREPARED BY and RETURN TO:
Thomas J. Tighe, Esq.
Tucker & Tighe, P.A.
800 E. Broward Blvd. Ste. 710
Fort Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PORT ANTIGUA AT CORAL BAY**

PORT ANTIGUA AT CORAL BAY VILLAGE ASSOCIATION, INC. hereby certifies that the attached Amendments to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PORT ANTIGUA AT CORAL BAY, as recorded in Official Records Book 17876, at Page 194 of the Public Records of Broward County, Florida, were duly adopted in accordance with applicable Florida statutes and the governing documents.

IN WITNESS WHEREOF, the membership has caused this certificate to be executed on this 8th day of June, 2017.

By: Phillip H.R. Epps.
President

Attest: Tina Hagen
Secretary

Print: PHILLIP H. R. EPPS
President

Print: Tina Hagen
Secretary

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 TINA HAGEN as Secretary and Phillip Epps, Pres. as Secretary of Port Antigua at Coral Bay Village Association () who are personally known to me OR () have produced DL as identification and () who did OR () did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 2017.

Elizabeth Coppola
NOTARY PUBLIC

My Commission Expires:



**AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PORT ANTIGUA AT CORAL BAY**

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

Amendment 1

Article 6 is amended as follows:

ARTICLE 6 - ASSESSMENTS

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6.5 Subordination of Liens to Mortgages. ~~Assessment liens shall be superior to all other liens, except tax liens and first mortgage liens in favor of Institutional Lenders or Declarant which are amortized in monthly or quarterly annual payments over a period of not less than ten (10) years. The sale or transfer of a Residential Unit, pursuant to a judgment of foreclosure or where the Institutional Lender shall take a deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to the date of such judgment or deed in lieu of foreclosure only pursuant to superior mortgages as provided above. Such sale or transfer shall not relieve such Residential Unit from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.~~

A. Except for first mortgagees to the extent provided in Section B below, and except for the Village Association, an Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is jointly and severally liable with the previous owners for all unpaid assessments, late fees, interest, attorneys' fees, collection expenses, fines and other amounts that came due up to the time of transfer of title. In the circumstances when the Village Association has acquired title to a Land or Unit through foreclosure or by deed in lieu of foreclosure, the subsequent Owner's liability for unpaid assessments will be for those amounts which accrued prior to the Village Association acquiring title to the delinquent Lot. Any rent received while the Village Association owns the Land or Unit constitutes independent income and will not

be credited against assessments on the Land or Unit arising either prior to or after the Village Association's ownership. In the case of co-ownership of a Land or Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

B. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and any first mortgagee will be relieved of prior debt on a Land or Unit, only as follows:

- (i) If statute applies. A first mortgagee or successor holder of a first mortgage which acquires title through mortgage foreclosure will be entitled to such discounted or "safe harbor" obligation to the Village Association as may be provided by statute.
- (ii) If no statute applies. If in the future no statute addresses the obligation of a foreclosing mortgagee, the obligation of the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: (a) the Land or Unit's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or (b) one percent (1%) of the original mortgage debt.

In the circumstances of either (i) or (ii) above, whether or not a mortgage is a first mortgage will be established by the Mortgages and Satisfactions of Mortgages recorded in the Public Records on the date on which the Lis Pendens of a lien foreclosure lawsuit of the Village Association is recorded.

Furthermore, in the circumstances of either (i) or (ii) above, any discounted or "safe harbor" payoff will only be available to the mortgagee originally named in a first mortgage or person or entity who is named the assignee of the first mortgage in an Assignment of Mortgage recorded in the Public Records prior to the entry of a Final Judgment in the mortgage foreclosure lawsuit.

C. In no event shall any second mortgage or other junior mortgage take priority over the assessment lien.

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Amendment 2

Article 7 is amended to add a new Section 7.3 as follows:

ARTICLE 7
USE STANDARDS AND RESTRICTIONS

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7.3 No Leasing in First Year. During the first twelve (12) months of ownership commencing on the day of execution of the deed, title, or other document of conveyance: i) No Unit may be leased; and ii) No Unit may be occupied by persons other than an Owner who owns in his or her individual capacity (i.e. not through a corporation, limited liability company, or other entity) or that individual Owner's immediate family. Immediate family shall be defined as spouse, parents, siblings, and children. Any occupancy other than by the Owner or the Owner's immediate family shall be deemed a lease. Notwithstanding the foregoing, when a Land or Unit is sold with a tenant renting the Land or Unit, the tenant may remain for the rest of the tenant's then-applicable lease term, provided same is not longer than twelve (12) months. The twelve (12) month time period for this rental/occupancy prohibition will commence to run upon the expiration of that tenant's lease. This section does not apply to Units acquired by the Village Association through lien foreclosure or deed in lieu of foreclosure. In the event of a violation of this Section, the remedies of the Village Association will include those set forth in the last paragraph of Section 7.4.2.

Amendment 3

Article 7 is amended to add a new Section 7.4 as follows:

ARTICLE 7
USE STANDARDS AND RESTRICTIONS

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7.4 Approval of Tenants by Association. No Unit may be leased, or occupied by other than the Owner and Owner's immediate family, unless the tenants or occupants have received the prior written approval of the Village Association. Immediate family shall

be defined as spouse, parents, siblings, and children.

7.4.1 Application for Approval. All applicants for approval must submit the Village Association's form application for approval. The Village Association has the right to require that a substantially uniform form of lease be used. All applicants may be required to attend a personal interview with the Board or its designees 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 and any other documentation which may be required by the Board, the applicant shall pay to the Village Association a screening fee as the Board may set from time to time, not to exceed the highest amount permitted by law, per applicant, other than for spouses and their children, which are considered one applicant.

7.4.2 "Good Cause" Disapproval. The Village Association may disapprove a prospective tenant or occupant for "good cause." Disapproval shall be considered for "good cause" if based on any of the following:

- a. 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 Unit in a manner inconsistent with the governing documents applicable to the Unit or otherwise may have a potentially detrimental effect on neighbors and the community;
- b. The person seeking approval takes possession or occupies the premises prior to approval by the Village Association as provided herein;
- c. The person seeking approval has a record of financial irresponsibility, including without limitation, prior bankruptcies, foreclosures or bad debts, or the person does not appear to have adequate financial resources available to meet his/her obligations as reasonably determined by the Village Association;
- d. The person seeking approval does not meet the credit score criteria which may be established by the Board from time to time;
- e. 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

evidence by his/her conduct in other social organizations or associations, or by his/her conduct in this Village Association as a tenant, owner, occupant or visitor of a Land or Unit;

- f. 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;
- g. The person seeking approval has a record of any arrests, convictions or institutionalizations indicating their behavior may not match the values of the community or may be disruptive to the community, with the Board having the authority to establish criteria for what criminal history will disqualify a potential applicant;
- h. The owner requesting the lease or non-Owner occupancy has had fines assessed against him or her which have not been paid; or
- i. All assessments and other charges against the Land or Unit have not been paid in full.

If the Village Association disapproves a prospective lease or non-Owner occupancy on the grounds for disapproval set forth in (a) through (i) above entitled "good cause", the lease shall not be made; or the occupant not authorized to occupy the Unit. The Village Association shall take any legal action necessary to enforce and support its positions on these matters at the expense of the Owner, including incurring attorneys' fees and costs. The expense, including attorneys' fees, will become a special assessment against the Unit.

Amendment 4

Article 8 is amended by the addition of a new section 8.20 as follows:

ARTICLE 8
PARTICULAR RESTRICTIONS, RULES AND REGULATIONS

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8.20 Biting Dogs. Any dog that bites a person or

another pet must be permanently removed from the Village after the first bite. This provision does not apply in situations of a dog defending itself or its owner as determined solely by the Board of Directors. The Village Association will be entitled to a mandatory injunction on an emergency basis, without regard to any statutory requirement for pre-suit mediation, requiring the removal of the biting dog from the community.

Amendment 5

Article 9 is amended by the addition of a new Section 9.3 as follows:

ARTICLE 9 COMPLIANCE AND ENFORCEMENT

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9.3 **Costs and Attorneys' Fees.** In any proceeding arising because of the violation any provision herein or any rule by an Owner, his/her family, and his/her guests, lessees, invitees, licensees, and any other occupants, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court. In addition to the foregoing, if the Village Association incurs any attorneys' fees or other expense, including prior to litigation being filed, because of a violation of, or non-compliance with, this Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations of the Village Association by: i) an Owner, his/her family, his/her guests, invitees, or licensees; ii) the tenant of an Owner, or any guests, lessees, invitees, or licensees of the tenant; or iii) any occupant of the Owner's Land or Unit, the Owner, and tenant, if applicable, will owe reimbursement to the Village Association for such attorneys' fees and expenses. All attorneys' fees and expenses owing under this section will be deemed an assessment owing by the Owner pursuant to Article 6 of this Declaration and will be secured by a lien provided by such Article 6 of the Declaration and applicable law.