

PREPARED BY and RETURN TO:
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CERTIFICATE OF AMENDMENTS
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 the governing documents.

IN WITNESS WHEREOF, the membership has caused this certificate to be executed on this 2nd day of May, 2019.

By: Tina Hagen
President

Attest: Phillip Epps
Secretary

Print: Tina Hagen
President

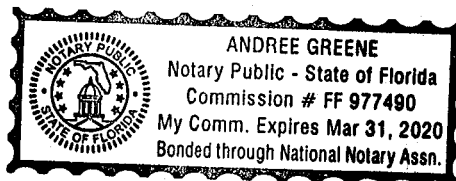
Print: PHILLIP EPPS
Secretary

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 President and PHILLIP EPPS as Secretary of Port Antigua at Coral Bay Village Association () who are personally known to me OR () have produced _____ 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 2 day of MAY, 2019.

My Commission Expires:



Andree Greene
NOTARY PUBLIC

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

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

Article 6 is amended as follows:

ARTICLE 6 - ASSESSMENTS

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6.2 Annual Assessments: Budget. The Board shall fix, determine and collect the sums necessary and adequate to pay for the Village Association's expenses. The annual assessment shall be determined by the Board based upon an estimated annual budget, which shall be prepared at least forty-five (45) days prior to the commencement of the fiscal year. The Village Association's fiscal year shall be the calendar year. Its first fiscal year shall begin on the date this Declaration shall be recorded in the Public Records of Broward County, Florida and shall end on the last day of such year. Assessments shall be payable yearly ~~monthly~~ in advance at the Village Association's main office or at such other time or place as determined by the Board. The payment of any assessment shall be in default if it shall not be paid to the Village Association on or before its due date.

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Article 8 is amended as follows:

ARTICLE 8
PARTICULAR RESTRICTIONS, RULES AND REGULATIONS

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8.4 Temporary, Play and Auxiliary Structures. No structure of a temporary character, trailer, basement, tent, shack, shed, barn or other outbuilding shall be built, installed or used in

the Village at any time. No shed or storage container shall be built, installed or used on any Residential Lot or Unit without the prior approval of the Village Association except if located in the backyard of the Unit and if not visible from the street. A shed or container is considered not visible from the street if no more than six (6) inches is visible when standing on the street. No platform, doghouse, playhouse or similar structure shall be constructed in any part of the Village without the Committee's prior written approval. No outdoor clotheslines shall be permitted. No building, fence, screen enclosure, wall or other structure shall be erected or maintained, nor shall any exterior addition, change or alteration thereof be made, unless consistent with the general aesthetics of the Community and unless and until plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted and approved in writing by the Committee. The Committee shall be permitted to employ aesthetic values in making its determinations.

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Article 8 is amended as follows:

ARTICLE 8
PARTICULAR RESTRICTIONS, RULES AND REGULATIONS

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8.9 Exterior Colors. The exterior paint colors of all Improvements, roof tiles, driveway surfaces and other exterior colors shall be the styles, colors, tiles and surfaces as listed on the ARCs for those purposes. ~~remain the colors initially established by Declarant.~~

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8.15 Displays. No permanent statues, artifacts, religious objects or other displays shall be permitted on the Land or on the exterior of any Unit without the prior written approval of the Village Association.

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Article 9 is amended as follows:

ARTICLE 9
COMPLIANCE AND ENFORCEMENT

. . . .

9.2 Fines. In addition to all other remedies, and to the maximum extent lawful, the Board, in its sole and absolute discretion, may impose a fine(s) or suspension fines upon an Owner ("the Alleged Violator"), his or her family, guests, invitees, lessees or employees, for failure to comply with this Declaration or with any of the Rules and Regulations, in accordance with the following procedures:

A. Notice. The Village Association shall notify the Alleged Violator of the infraction(s). Included in the notice shall be a statement of the provisions of the Declaration or Rules which have been allegedly violated and the date and time of a special Board-meeting at which time the Alleged Violator shall be allowed to present reasons why fines should not be imposed. At least fourteen (14) days' notice ~~ten (10) days' notice~~ of such meeting shall be given.

B. Hearing. The alleged non-compliance shall be presented to a Committee of at least three members ("Committee") appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of any officer, director, or employee. The Committee shall hear reasons why a fine should not be imposed. The role of Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. the Board after which the Board shall hear reasons as to whether the fine should be imposed. The Committee's Board's written decision shall be submitted to the Alleged Violator not later than twenty-one (21) days after the Committee's Board's meeting. The Alleged Violator shall have a right to be represented by counsel and to cross-examine witnesses. ~~If the Board's impartiality shall be questioned by the Alleged Violator, the Board shall appoint three (3) impartial Members to a special hearing panel which shall perform the functions described in this Section.~~

C. Amounts of Fines. Upon a finding of non-compliance, the

Board may impose special assessments against the Land or Unit owned by the violator(s). ~~as follows:~~ The Board may impose a fine not to exceed \$100 per violation against any member or any member's tenant, guest, or invitee. A fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity hearing, except that the fine may not exceed \$1,000 in the aggregate unless a higher amount is permitted pursuant to Florida Statute, as may be amended from time to time.

~~(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100).~~

~~(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500).~~

~~(3) Third and subsequent non-compliance or violation or violations of continuing nature: a fine not in excess of One Thousand Dollars (\$1,000).~~

D. Payment of Fines. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

E. Collection of Fines. Fines shall be treated as a special individual assessments subject to the provisions for the collection of assessments as set forth herein.

F. Cumulative Remedies. These fines shall not be exclusive and shall exist in addition to all other rights and remedies to which the Village Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Village Association may otherwise be entitled to recover by law from such Owner.