Instr# 119072185 , Page 1 of 3, Recorded 08/29/2023 at 02:48 PM Broward County Commission

This instrument was prepared by: KAYE BENDER REMBAUM, P.L. KARINA N. SKEIE, ESQ. 1200 Park Central Boulevard South Pompano Beach, Florida 33064

CERTIFICATE OF AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM OF POINCIANA CONDOMINIUM ONE THROUGH FOURTEEN OF PINE ISLAND RIDGE G

WE HEREBY CERTIFY THAT the attached amendments to the Declarations of Condominium of Poinciana Condominium One Through Fourteen of Pine Island Ridge G, said Declarations having been recorded in the Public Records of Broward County, Florida, in the Official Records Books and Pages listed below, were duly adopted in accordance with the governing documents.

CONDOMINIUM	<u>OR BOOK</u>	<u>PAGE</u>
One	5951	692
Two	5951	740
Three	5951	788
Four	5951	836
Five	5951	884
Six	5951	932
Seven	5952	1
Eight	5952	49
Nine	5952	97
Ten .	5952	145
Eleven	5952	193
Twelve	5952	241
Thirteen	5952	289
Fourteen	5952	337

IN WITNESS WHEREOF, we have affixed our hands this 25 mday of Argust 2023, at Davic Broward County, Florida.

WITNESSES:

PINE ISLAND CONDOMINUM G ASSOCIATION INC.

By:

Print:

Print:

President

Print:

Print:

President

Print:

Sign:

Print:

Sign:

Print:

Print:

Print:

Sign:

The foregoing instrument was acknowledged before me by means of physical presence or online population this SCA day of control of the corporation, as Secretary of line Island Condominium of Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced as identification and did take an oath.

My Commission Expires:

OPARY PUBLIC, STATE OF FLORIDA AT LA

VONNE LEGRAN

Printed Name of Notary Public

Ivonne Legrand

Expires 8/23/2025

My Commission HH 168294

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF POINCIANA CONDOMINIUM ONE THROUGH FOURTEEN OF PINE ISLAND RIDGE G

(additions indicated by underlining, deletions by "----".

And unaffected language by ""

XIII OCCUPANCY AND USE RESTRICTIONS

. . .

E. As of the effective date of this amendment, no corporation, partnership, limited partnership, limited liability company, limited liability partnership, or any other entity may own title to or any ownership interest in an Apartment regardless of how title or ownership interest is acquired, the intent herein being that only natural persons may own an interest in an Apartment. This provision shall not apply to the Association or an institutional mortgagee holding a mortgage on an Apartment that obtains title to the Apartment pursuant to its foreclosure or deed in lieu of foreclosure of its own mortgage, or a trust for estate planning purposes, so long as a copy the fully executed trust documents are delivered to the Association in advance, and the trustee of the trust and all adult occupants of the Apartment have been approved in writing in advance by the Board in the manner provided hereunder. This provision shall also not apply to any Apartment or ownership interest owned by a corporation, partnership, limited partnership, limited liability company, limited liability partnership or any other entity holding title to or ownership interest in an Apartment prior to the effective date of this amendment. However, upon the transfer of title of or any ownership interest in such Apartment after the effective date of this amendment, this provision shall then apply to all subsequent Owners and no corporation, partnership, limited partnership, limited liability company, limited liability partnership or any other entity shall be permitted to take title to or own any ownership interest in an Apartment as set forth herein.

XV CONVEYANCES AND SALES

In order to assure a community of congenial and responsible Owners and thus protect the value of the Apartments, the sale, leasing, and mortgaging of Apartments shall be subject to the following provisions until the Declaration is terminated in accordance with the provisions herein elsewhere contained or until this section of the Declaration is amended in the manner herein provided:

1

- E. Notwithstanding anything to the contrary contained in this Declaration, as of the effective date of this amendment, leasing is prohibited, and no Apartment may be leased or offered for lease. In the event that an Owner is leasing his or her Apartment in violation of this Section, the Association shall have the right and the authority to act as agent of the Owner to terminate the lease and evict the lessee. The costs associated with any action to evict the lessee, including attorney's fees, will be the personal obligation of the Owner and shall be an individual special assessment against the Owner and Apartment, collectible in the same fashion as any other assessment, as provided hereunder. This Section shall not apply to:
- (1) Any Apartment owned by the Association, regardless of how the Apartment was acquired.
- (2) Any Owner who acquired title to an Apartment prior to the effective date of this amendment. However, upon any transfer of title of such Apartment after the effective date of this amendment, this provision prohibiting leasing shall then apply to all subsequent Owners and no subsequent Owner shall be permitted to lease the Apartment as set forth herein.
- (3) Any Apartment acquired by a trust for estate planning purposes, provided the trust acquired title to the Apartment from an Owner who was a record owner of an Apartment prior to the effective date of this amendment.
- (4) Any Apartment acquired by a member of the Owner's immediate family as a result of devise, inheritance, or gift, provided the immediate family member acquired title to the Apartment from an Owner who was a record owner of an Apartment prior to the effective date of this amendment. For purposes of this Section, "immediate family" is defined as the parents, children, grandchildren, brothers and sisters and nieces and nephews of the Owner and the respective spouse or domestic partner of the foregoing persons.