

1

THIS INSTRUMENT WAS PREPARED BY:
KAYE BENDER REMBAUM, P.L.
ANDREW B. BLACK, ESQ.
1200 PARK CENTRAL BOULEVARD SOUTH
POMPANO BEACH, FLORIDA 33064

**CERTIFICATE OF AMENDMENT TO THE DECLARATION
OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
HONEY LAKE**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Restrictions and Protective Covenants for Honey Lake, as described in Official Records Book 12740 at Page 324 of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 8 day of April, 2016, at P.O. Box 551492, Broward County, Florida.

By: Camille Dinally

Print: Camille Dinally

Attest: Katherine E. Carson

Print: Katherine E Carson

STATE OF FLORIDA
COUNTY OF BROWARD

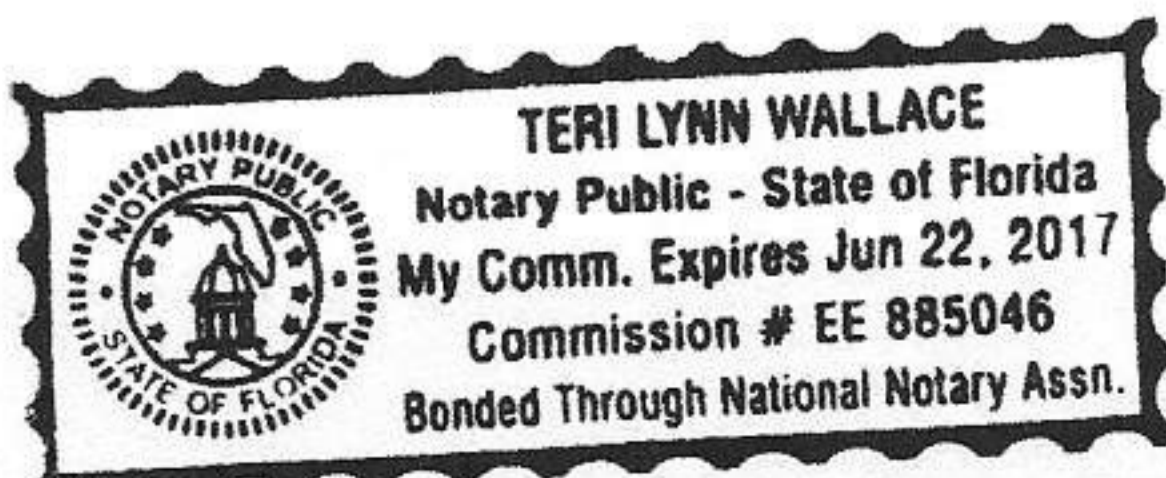
The foregoing instrument was acknowledged before me this 9 day of April, 2016 by Camille Dinally as President and Katherine Carson as Secretary of Honey Lake Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign Teri L Wallace

print Teri L Wallace
State of Florida at Large

My Commission Expires:



3

2

AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
HONEY LAKE

(additions indicated by underlining, deletions by ~~strikeout~~,
and unaffected language by "...")

ARTICLE VI

Restrictions

...

Section 14. Leasing. A Lot Owner intending to make a bona fide lease of his or her Lot shall give to the Association a written notice of such intention to lease, together with the name and address of the intended lessee, and such other information as the Association may reasonably require, which may include a personal interview with the prospective lessee, at the discretion of the Board. In addition, the Board may require the payment of a transfer fee in an amount not to exceed the highest amount allowed by law as same may be amended from time to time. If the Board requires a transfer fee, no application shall be considered complete without the payment of the fee. Only those individuals approved by the Board, in advance and in writing, may occupy a Lot by lease. If the Board disapproves a lease, the lease shall not be made. 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 upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, the Rules and Regulations of the Association, or other applicable provisions of any agreement, document or instrument governing the Property. The costs associated with any action to terminate the lease by the Board will be the obligation of the lessor/homeowner and deemed to be an assessment against the Lot, collectible in the same fashion as any amendment herewith. The Association shall have the right to require of any tenants that such party deposits in escrow with the Association a sum not in excess of the highest amount allowed by law, as same may be amended from time to time which may be used by the Association to repair any damage to the Common Area or other property owned by the

3

Association resulting from acts or omissions of the tenant(s) (as determined in the sole discretion of the Board). In the event Association should "draw" on such security deposit, tenant and/or Lot Owner shall be required to "replenish" such security deposit. Such failure will be deemed a violation of the Declaration and subject the tenant to removal. Regardless of whether or not expressed in the applicable lease, all Lot Owners shall be jointly and severally liable with their tenant(s) to the Association for any amount 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 or for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. No Lot Owner may lease his or her Lot if the Lot Owner is not in "good standing" with the Association as a consequence of any outstanding unpaid assessment obligation or violation. No portion of a Lot (other than the entire Lot) may be rented. No lease shall be for a period of less than three (3) months or for a period of greater than one (1) year. Lots may not be leased more than one (1) time in any twelve(12) month period. Notwithstanding anything to the contrary herein, no Lot may be rented during the first year twenty-four (24) months following the acquisition of title of ownership, regardless of the manner in which title is obtained. In the event that title to a Lot is obtained with a tenant in possession under a previously approved lease term, subject to an existing approved lease, that lease may continue for the duration of the approved term or any approved renewal term. At the expiration of the approved term or renewal term, the Lot may not be rented for the twenty-four (24) month one (1) year period immediately thereafter. The Board of Directors shall have the right and power in its sole discretion to allow for a hardship exception to this twenty-four (24) month one (1) year moratorium on leasing of a Lot to meet extenuating circumstances and to avoid inequity. The making of one exception shall not be construed as precedent for later exceptions. This Section shall also apply to subleases and assignments and renewals of leases. The Board of Directors may adopt additional rules regarding restricting occupants of the Lots, including guests, from time to time. This Section shall not apply to any Lot owned by the Association.

...

1

Prepared by:
Robert Kaye & Associates, P.A.
6261 NW 6th Way, Suite 103
Ft. Lauderdale, FL 33309

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF RESTRICTIONS FOR
HONEY LAKE, HOMEOWNER'S ASSOCIATION**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Restrictions for Honey Lake Homeowners' Association, as described in Official Records Book 12740 at Page 324 of the Public Records of Broward County, Florida were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 10 day of June, 2005, at P.O. Box 55492, Broward County, Florida.

By: Camille Dinally

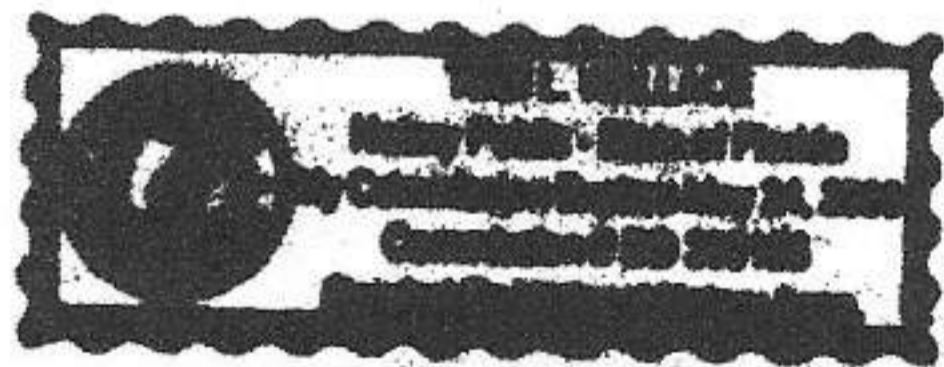
Print: Camille Dinally

Attest: Nancy A. Brabble

Print: Nancy A. Brabble

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of June, 2005 by Camille Dinally as President and Christy Rogerson as Secretary of Honey Lake Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced as identification.



NOTARY PUBLIC:

sign Teri Wallace

print Teri Wallace
State of Florida at Large

My Commission Expires:

2

AMENDMENT TO THE DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
HONEY LAKE

(Additions indicated by underlining, deletions by ~~strikeout~~,
and unaffected language by "...")

ARTICLE VI

Restrictions

Section 14. Leasing. A Lot Owner intending to make a bona fide lease of his or her Lot shall give to the Association a written notice of such intention to lease, together with the name and address of the intended lessee, and such other information as the Association may reasonably require, which may include a personal interview with the prospective lessee, at the discretion of the Board. In addition, the Board may require the payment of a transfer fee in an amount not to exceed the highest amount allowed by law as same may be amended from time to time. If the Board requires a transfer fee, no application shall be considered complete without the payment of the fee. Only those individuals approved by the Board, in advance and in writing, may occupy a Lot by lease. If the Board disapproves a lease, the lease shall not be made. 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 upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, the Rules and Regulations of the Association, or other applicable provisions of any agreement, document or instrument governing the Property. The costs associated with any action to terminate the lease by the Board will be the obligation of the lessor/homeowner and deemed to be an assessment against the Lot, collectible in the same fashion as any amendment herewith. The Association shall have the right to require of any tenants that such party deposits in escrow with the Association a sum not in excess of the highest amount allowed by law, as same may be amended from time to time which may be used by the Association to repair any damage to the Common Area or other property owned by the Association resulting from acts or omissions of the tenant(s) (as determined in the sole discretion of the Board). In the event Association should "draw" on such security deposit, tenant and/or Lot Owner shall be required to "replenish"

3

such security deposit. Such failure will be deemed a violation of the Declaration and subject the tenant to removal. Regardless of whether or not expressed in the applicable lease, all Lot Owners shall be jointly and severally liable with their tenant(s) to the Association for any amount 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 or for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. No Lot Owner may lease his or her Lot if the Lot Owner is not in "good standing" with the Association as a consequence of any outstanding unpaid assessment obligation or violation. No portion of a Lot (other than the entire Lot) may be rented. No lease shall be for a period of less than three (3) months or for a period of greater than one (1) year. Lots may not be leased more than one (1) time in any twelve(12) month period. Notwithstanding anything to the contrary herein, no Lot may be rented during the first year of ownership, regardless of the manner in which title is obtained. In the event that title to a Lot is obtained subject to an existing approved lease, that lease may continue for the duration of the approved term. At the expiration of the approved term, the Lot may not be rented for the one (1) year period immediately thereafter. The Board of Directors shall have the right and power in its sole discretion to allow for a hardship exception to this one (1) year moratorium on leasing of a Lot to meet extenuating circumstances. This Section shall also apply to subleases and assignments and renewals of leases. The Board of Directors may adopt additional rules regarding restricting occupants of the Lots, including guests, from time to time.

...

AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR
HONEY LAKE

①

1. Article VI, Section 1 is amended to read as follows:

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family home and one storage shed approved by the Architectural Control Board and in compliance with the Town of Davie Codes and Ordinances.

2. Article VI, Section 4 is amended to read as follows:

Section 4. Commercial Trucks, Trailers and Boats. Any commercial trucks, boats, house trailers, boat trailers or trailer of any description or recreational vehicles as defined by the Broward County Zoning Ordinances or Regulations in effect from time to time will be permitted to be parked on a Lot as long as said vehicle is in compliance with the Town of Davie Codes and ordinances.

3. Article VI, Section 6 is amended to read as follows:

Section 6. Signs. For sale signs/realty signs and one sign of not more than one (1) square foot used to indicate the name of the resident and security signs shall be permitted to be displayed on any Lot.

4. Article VI, Section 9 is amended to read as follows:

Section 9. Radio and TV Antennas. No exposed radio or TV antennas shall be permitted on the Property. However, satellite dishes will be permitted as long as they are in compliance with the Town of Davie Codes and Ordinances.

5. Article VI, Section 11 is amended to read as follows:

Section 11. Exterior Appearances and Landscaping. In order to maintain the high standards of the subdivision with respect to residential appearance all exteriors and landscaping shall be kept in a neat and orderly manner. All paint and siding shall be maintained properly. All exterior finishes shall be kept free of faded or peeling paint, molds or mildews. Aluminum foil may not be placed on windows or glass doors. No owner shall place any unsightly objects on the front, rear or side yards unless screened from public view through the use of berms, walls, fences, shrubs, hedges, trees or any combination thereof. All landscaping will be maintained in a neat and orderly manner as per Town of Davie Codes and Ordinances.

92084373

(1)

X

RESOLUTION OF THE BOARD OF DIRECTORS AMENDING THE BYLAWS
OF

HONEY LAKE HOMEOWNER'S ASSOCIATION, INC.

The Board of Directors of Honey Lake Homeowner's Association, Inc. at a special meeting for purposes of amending the Bylaws of the Honey Lake Homeowner's Association, Inc., having a quorum present, it was

RESOLVED that the Articles listed below be amended as follows:

ARTICLE III

MEETINGS OF MEMBERS:

Section 1. Annual Meetings. The annual meeting of the members shall be held on the first Wednesday of December of each year, at the hour of eight (8:00) o'clock P.M. or at a time designated by the Board of Directors deemed to be in the best interest of all members, at a location to be determined thirty days prior to the date of such meeting. Notice is to be provided to all members advising them of the date, time and place of such annual meeting at least thirty days prior to such meeting.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) Directors who are members of the Association.

Section 2. Selection and Term of Office. At the annual meeting the members shall elect seven (7) Directors for a term of one year. At each annual meeting thereafter, the members shall elect seven (7) Directors for a term of one year.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA

COUNTY ADMINISTRATOR

Paula Kowman
Secretary - Honey Lake
Homeowner's Association, Inc.

(Corporate Seal)

{Honey\Bylaw.Res}

HONEY LAKE HOMEOWNER'S ASS.
1000 S.W. 133rd Terrace
Davie, FL 33325

92 FEB 27 PM 4:20

BR 19214 PG 0655

1-5-89

