

## AMENDMENT TO THE NEIGHBORHOOD COVENANTS FOR WATERFORD LANDING

The original Neighborhood Covenants for Waterford Landing is recorded in Official Records Book 19729, Page 84 of the Official Records of Broward County, Florida and preserved on February 17, 2021, and recorded in the Official Records of Broward County, Florida at Instrument# 117061898.

*Words underlined are added and words ~~stricken through~~ are deleted.*

- 1) Article VIII, Section 2 is amended as follows:

Section 2. Leases. No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. 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 in the name of and as agent for the lessor upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, the Foundation Covenants, the Village Covenants or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association or the Foundation. The costs associated with any action to evict or remove the tenant, including attorney's fees and costs, will be the personal obligation of the Owner and shall be a special assessment against the Owner and Lot or Unit, collectible in the same fashion as any other assessment, as provided herein. Leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. All proposed tenants shall be subject to a criminal background check. A proposed tenant may be disapproved by the Association when the proposed tenant has a criminal history, including, but not limited to, conviction(s) concerning the manufacture and/or distribution of controlled substances within the past ten (10) years, conviction(s) for violent crimes within the past ten (10) years, conviction(s) within the past fifteen (15) years for a felony where the victim was a minor, and/or if the proposed tenant is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction or is listed on the Florida Department of Law Enforcement Florida Sexual Offenders and Predators database. A proposed lease may also be disapproved when the Owner of the Lot or Unit is delinquent in the payment of any assessment, fine, fee or other charge due to the Association, or is in violation of any provision of the Association's governing documents, including the Neighborhood Covenants, the Articles of Incorporation, Bylaws and the Rules and Regulations. No lease shall be approved for a term less than one (1) year. Owners wishing to lease their Lots and Units shall be required to place in escrow with the Association the sum of up to ~~\$1,000.00~~ \$2,500.00 which may be used by the Association to repair any damage to the Common Areas or other portions of The Properties or Weston resulting from acts or omissions of tenants (as determined in the sole discretion of the Association or the Foundation, as applicable). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum 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. Any balance remaining in the escrow account, less an administrative charge not to exceed ~~\$50.00~~ \$250.00, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. Notwithstanding, the following lease restrictions apply only to Owners who acquire title to the Lot or Unit after the effective date of this amendment, or to a Lot or Unit Owner who consents, individually or through a

representative, to this amendment. No Owner may lease a Lot or Unit unless they have owned it for a minimum of one (1) year. Any occupancy other than by the Owner or the Owner's immediate family living with the owner shall be deemed a lease. Tenants wishing to remain in the Lot or Unit after the expiration of the lease must submit a new lease application for approval at least thirty (30) days prior to the expiration of the lease term. Month to month leases after a lease term are not permitted. When a Lot or Unit is sold with a tenant renting the Lot or Unit, the tenant may remain for the rest of the tenant's then applicable lease term, provided same is not longer than one year, and the one-year time for this rental/occupancy prohibition will commence upon the expiration of that tenant's lease. This rental prohibition does not apply to Lots or Units which become owned by the Association through foreclosure of the Association's lien or deed in lieu of foreclosure. Any person who resides in a Lot or Unit for more than thirty (30) days in any calendar year shall not be deemed a guest, but shall be deemed a tenant for purposes of requiring approval under this section. Notwithstanding, the above lease restrictions shall not apply to an Owner that sells their Lot or Unit and remains in possession post-closing for up to sixty (60) days or as may be reasonably extended by the written consent of the Association.