

This instrument was prepared by:
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**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR REGATTA
HOMEOWNERS ASSOCIATION, INC. ("AMENDED DECLARATION")**
(additions are "underlined" deletions are "~~stricken~~")

WHEREAS, pursuant to Article 9.01 of the Amended Declaration, the Amended Declaration may be amended by a majority vote of owners present at a meeting;

WHEREAS, the Association held a properly noticed meeting and more than a majority of the total ownership voted in favor of the amendment (which is in excess of the threshold required by Article 9.01) resulting in the amendments below passing, and now being a part of the Amended Declaration and binding on all subject to the Amended Declaration;

NOW, THEREFORE, the undersigned hereby certify that they have verified that the membership vote was sufficient to pass the amendment, the above recitals are true and correct, and the below amendments to the Amended Declaration are a true and correct copy of the amendments that have passed and are effective on the day after the Recording Date of this Certificate of Amendment

1. Article 5.21 is Amended To Read:

Residential Purpose and Occupancy. UNITS shall be used for Residential Purposes Only. No Trade, business, profession or other type of commercial activity may be conducted on any LOT; provided however rental of UNITS for residential occupancy shall not be deemed commercial activity after the expiration of the one year period set forth below. Moreover, this provision shall not prevent an OWNER from utilizing a home office, as long as the office is not used for visits by clients or customers, and providing that the office does not have an adverse effect upon neighbors, the neighborhood.

In addition, anything to the contrary elsewhere in the Governing Documents (as defined by Chapter 720 of the Florida Statutes) notwithstanding, starting on the day after this amendment is recorded, (the "Effective Date") LOTS may only be transferred to and ownership may only be obtained by natural human being(s) or a Family Trust. A "Family Trust" is a trust where all grantors and beneficiaries are related by blood to the first or second degree. Without limitation, following the Effective Date, a LOT may only be transferred to one or more natural human beings who have qualified and been approved by the ASSOCIATION as elsewhere provided herein, or a Family Trust, which has been qualified and approved by the Association, as elsewhere provided herein.

Similarly, after the Effective Date, title to a LOT may not be acquired by or sold or otherwise transferred to any entity, including but not limited to a corporation, limited liability company, or partnership with the sole exception being a Family Trust. Without limitation, if a Family Trust seeks approval to purchase or otherwise acquire title to a LOT, such approval will be contingent on the Board being provided with satisfactory evidence that the sole purpose of the Trust is for estate, financial or tax planning, and that all grantors and beneficiaries of the Family Trust are related by blood to the first or second degree. Any approval of ownership by a Family Trust shall be conditioned upon designation by the Trustee of one natural person to be the "Primary Occupant" of the UNIT, and only the Primary Occupant and his or her immediate family or significant other may reside in the UNIT. Similarly, the use of the LOT shall be as if the Primary Occupant were the only actual Lot Owner (or "Owner"), with the Primary Occupant being the person entitled to vote on behalf of the Lot, and exercise rights of membership. Without limitation, no other trustee or beneficiary of the Family Trust may exercise the privileges of Membership except the Primary Occupant and his or her significant other or immediate family. If the property is sold to an entity at a public foreclosure auction, or any other forced or government sale, the UNIT on the LOT may not be occupied unless and until title to the LOT is conveyed to a natural human being or Family Trust.

Any event purporting to transfer ownership or possession of a Lot which shall occur after the Effective Date and in violation of any of the provisions in this Declaration is void *ab initio*. The Association may take any and all legal acts that are permissible to terminate or void any prohibited transfer or prohibited occupancy, including but not limited to stepping in the shoes of the Owner and evicting the unauthorized occupant utilizing summary eviction proceedings as provided for in Chapters 51 and 83 of the Florida Statutes. The Association shall recover all of its costs and all of its reasonable attorney's fees from the Owner and/or possessor of the Lot, jointly and severally, through all trial and appellate levels, whether suit be brought or not, and for any post-judgment collection activities. Further, any amounts awarded or incurred related to a violation of this section (including attorneys' fees) will be a lienable amount that may be collected by the Association in the same manner as set forth in Fl. St. 720.3085 (2021). In addition, and without limitation, as to unauthorized ownership, in the event a prohibited transfer is recorded in the public records, the Association shall be entitled to an injunction that voids the transfer, and/or an order placing the Lot in a constructive trust, and/or other equitable or legal relief to void the unlawful and void transfer. Similarly, the Association shall recover all of its costs and all of its reasonable attorney's fees from the Owner and/or the occupiers of the Unit, jointly and severally, through all trial and appellate levels, whether suit be brought or not, and for any post-judgment collection activities.

2. Article 5.21.1 is amended to read:

All Leases of a Unit Shall be in writing utilizing a FAR/BAR approved lease agreement, and/or addendum to the lease agreement, or other Form reasonably acceptable to the ASSOCIATION application fee, and if requested a background check, and shall specifically provide (i) that the rights of the Lessees and others residing in the residence thereunder, are subject to the terms and conditions of this Declaration, (ii) that ASSOCIATION shall have the right to terminate the lease upon default by the lessee, or any other tenant residing in the Unit in observing any of the provisions of this Declaration, the Articles of Incorporation or Bylaws, the Rules and Regulations of the ASSOCIATION or any other applicable provisions of any agreement, document or instrument governing the ASSOCIATION or administered by the ASSOCIATION, (iii) that the Association shall have the right to collect all rental payments, due to the OWNER and to apply

same against unpaid assessments, if, and to the extent that, the Owner is in default in the payment of assessments. Copies of all leases of Units shall be provided to the ASSOCIATION. No Lease of a UNIT shall be for a term of less than six (6) months, and no lease of a UNIT shall be for a term of more than two (2) years. Short term rentals are also prohibited. Without limitation, it is a per se violation of this section to list a home for rent on AirBNB, VRBO or similar short term rental website, regardless of the alleged lease term. No Unit may be leased more than two (2) times in any consecutive twelve (12) month period. The Association shall not be bound by these lease terms or the one year period set forth below for homes that the Association has foreclosed on, or the Association otherwise takes title to. The Board shall have the right to promulgate Rules further restricting or regulating leasing. The leasing of Units shall be subject to the following additional restrictions:

5.21.2 No one shall be permitted to lease a UNIT without the prior approval of the BOARD. Additionally, the subleasing of a UNIT or the renting of rooms is strictly prohibited. The Board shall have the right to adopt reasonable Rules and Regulations with respect to the leasing of Units, including without limitation the right to collect a reasonable charge for the processing of the lease agreement or renewals thereof, to the extent permitted by law, to be paid by the lessees seeking such approval. This section and all lease restrictions contained in the above and below sections or anywhere in the Governing Documents related to leasing shall also apply to renewals of leases. No leases shall be amended or modified or renewed without the BOARD's prior written approval, and no lease shall be for a term of more than two (2) years.

This Amendment does not amend Sections 5.213 through 5.218 and those sections can be found in their entirety in the Amended Declaration, which is Recorded in the Palm Beach County Public Records Book 25506/Page 292 et seq.

3. New Article 5.219 Is Created To Read:

No Leasing During First Year Of Ownership, Or Until After An Owner Has Resided On The Lot For A Continuous Period Of One Year Or More Following The Purchase Or Other Acquisition Of Title:

No property shall be leased within the initial twelve (12) calendar months following the date that the Owner obtained record title to such property. Furthermore, (regardless of whether the property is obtained through inheritance or in any manner not considered herein), no LOT or UNIT shall be leased (and no lease approval will be given) unless the current Owner or current Primary Occupant desiring to lease out the UNIT previously resided in the UNIT for at least Three Hundred and Sixty Five (365) days. Notwithstanding the foregoing, and as the sole exception to this Section, if at the time that record title is obtained, the property is already being rented, leased or otherwise occupied by tenants, or the prior owners or the prior Primary Occupants that have been approved by the Association in the past, and who continue to continuously reside in the UNIT after the transfer of title, and the LOT is otherwise in compliance with the Association's covenants and rules, such leasehold interest or occupancy by the prior owner or Permanent Occupant shall be permitted and the aforementioned twelve (12) month prohibition shall commence on the date the approved occupants permitted pursuant to this section vacate the UNIT. For clarity, following the date that the prior occupants set forth in the exception above vacate, the current owner may not lease the

property again until the current owner has resided continuously in the Unit for at least Three Hundred and Sixty Five (365) days.

In the event a Unit or Lot is leased in violation of this section, or any provision of the Declaration or Governing Documents, than without limiting the Association's other rights and remedies in law and equity, the Association may take any and all legal acts permissible to terminate or void the prohibited lease or occupancy, including but not limited to stepping in the shoes of the Owner and evicting the unauthorized occupant utilizing summary eviction proceedings as provided for in Chapters 51 and 83 of the Florida Statutes. The Association shall recover all of its costs and all of it's reasonable attorney's fees from the Owner and/or possessor of the Lot, jointly and severally, through all trial and appellate levels, whether suit be brought or not, and for any post-judgment collection activities. Further, any amounts awarded or incurred related to a violation of this section (including attorneys' fees) will be a lienable amount that may be collected by the Association in the same manner as set forth in Fl. St. 720.3085 (2021).

In addition, in the event any Unit or Lot is leased in violation of the time periods set forth above, than that Unit and Lot shall not be permitted to lease or rent at any time thereafter, until title to the Lot is transferred to a bona fide third party purchaser that complies with the obligation to own and reside in the Unit as set forth above prior to renting or leasing.

4. **New Article 5.05. is created to read:**

No Repairs Of Vehicles on the Lots Are Prohibited, with the Following Exceptions/Condition of Vehicles.

No auto repairs are permitted unless they are 1) performed inside an enclosed and closed garage, or 2) minor, such as changing a flat tire, or recharging/replacing a vehicle battery. In the event of a dispute over whether or not a repair is minor, the Association's determination in that regard shall be conclusive. Vehicles that are found to be leaking oil or other types of damaging fluids must be removed and repaired immediately. In the event of any damage to the common areas, Owners will be responsible for the cost of clean-up, with such cost being a lienable amount collectible in the same manner as any amounts due pursuant to 720.3085 (2021). Any vehicle that cannot be operated in its existing condition because the parts necessary for operation, such as, but not limited to, tires, windshield or damaged or deteriorated body condition; shall be deemed a junk or derelict vehicle and such vehicles are prohibited from remaining anywhere in the Community, except in an enclosed garage. Without limiting the Association's other remedies in law or equity, any such junk or derelict vehicle is subject to towing.

* * * * *

END OF AMENDMENTS CERTIFICATION ON PAGE 5


CERTIFICATION

I HEREBY CERTIFY that the above amendments were adopted in the manner required by the Amended Declaration, as more particularly set forth above in the Recitals and Now Therefore clauses on page 1 of the Amendment.

DATED this 26th day of May, 2021

REGATTA HOMEOWNERS ASSOCIATION, INC..

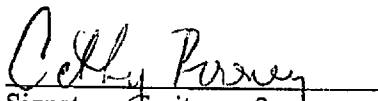
As to witnesses:


Signature of witness 1

CAROLINE JOHNSON
Printed name of witness 1

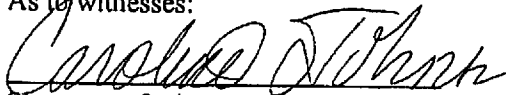
By: 
Signature

By: NIKETIC VEDRAN, PRESIDENT
Printed name and title of person signing above


Signature of witness 2

Cathy Roney
Printed name of witness 2

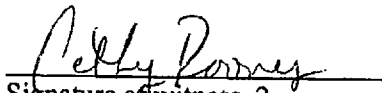
As to witnesses:


Signature of witness 1

CAROLINE JOHNSON
Printed name of witness 1

By: 
Signature

By: ALEXANDRE BRITO, SECRETARY
Printed name and title of person signing above


Signature of witness 2

Cathy Roney
Printed name of witness 2

NOTARY BLOCK ON THE NEXT PAGE

STATE OF FLORIDA)
PALM BEACH COUNTY)

The foregoing certificate of amendment and certification was sworn to and acknowledged before me this 26 day of May, 2021, by Alex Brito and Niketic Vedaran under authority duly vested in them by said corporation. They are personally known to me OR [circle one] have produced _____ as identification.

Claudia Echevarria
Signature Notary Public, State Of Florida

Claudia Echevarria
Notary Name (printed, typed or stamped)

GG 210116
Commission No.

