

This instrument was prepared by
and should be returned to
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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
MARIN RANCHES**

The undersigned, as the President and Secretary of Marin Ranches Homeowners' Association, Inc. (the "Association") certifies that the attached is a true and accurate copy of the Amendment to the Declaration of Restrictions and Protective Covenants for Marin Ranches (the "Declaration") of the Association, as set forth in the Declaration of the Association as described in Instrument Number 113726081 of the Official Records of Broward County, Florida, including all exhibits and amendments thereto, if any, duly adopted by the affirmative vote of Members holding at least eight percent (80%) of the votes of Members of the Association by Consent to Action in Lieu of a Meeting. The Amendment shall be effective upon the recording of the Amendment in Broward County, Florida.

IN WITNESS WHEREOF, the undersigned being the President and Secretary of this Association, has executed this Amendment to the Declaration this 18 day of AUGUST, 2020.

WITNESSED:

Charles A. Vercare
Witness
Printed Name of Witness

Lizette Cinelli
Witness
Printed Name of Witness

Charles A. Vercare
Witness
Printed Name of Witness

Lizette Cinelli
Witness
Printed Name of Witness

Marin Ranches Homeowners'
Association, Inc.

By: [Signature]
Print Name: Marcello Cinelli
Its: President

By: [Signature]
Print Name: Julie A. Vercare
Its: Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or [] online notarization, this 5th day of AUGUST, 2020 by Marcella Cinelli, as President and by Julie Vaccaro as Secretary of MARIN RANCHES HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, respectively on behalf of the corporation. He/she is personally known to me, or [] has produced _____ as identification.

Lisa de Barros
Notary Public

Print Name: Lisa de Barros

My Commission Expires:



LISA DE BARROS
Commission # GG 178175
Expires January 27, 2022
Bonded Thru Budget Notary Services

(NOTARY SEAL)

Print Name: _____
NOTARY PUBLIC, State of _____
My Commission Expires: _____

**AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
MARIN RANCHES**

Article VI, Section 8 of the Declaration of Restrictions and Protective Covenants shall be amended as follows:

ARTICLE VI -ASSOCIATION-COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 -Creation of the Lien and Personal Obligation for the Assessments:

The Declarant, for each Lot owned by it within MARIN RANCHES, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association General Assessments for general expenses as outlined in Section 2 hereof, and Special Assessments as provided in Section 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The General and Special Assessments, together with such interest thereon, late fees, and costs of collection thereof, which costs of collection include attorneys' fees and costs, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The full Assessment as to each Lot upon which an improvement is constructed shall commence upon the conveyance of the Lot by the Declarant.

Section 2 -General Assessments:

The General Assessments levied by the Association shall be used exclusively for the General Expenses of the Association. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. Unless otherwise provided in the Governing Documents, General Assessments shall be equal.

Section 3 -Date of Commencement of General Assessments; Due Dates:

The General Assessments shall commence on the first day of the month following the recordation of this Declaration. Thereafter, the Board of Directors shall fix the date of commencement and amount of the Assessment against each Lot thirty (30) days in advance of the commencement period. The General Assessments shall be payable in advance in monthly or quarterly installments or as otherwise determined by the Board of Directors of the Association and are due on the first day of such monthly or quarterly period.

The Association may not be in a position to always anticipate actual expenses as well as possible unforeseen expenses. Therefore, the amount of the General Assessment may be changed, through a budget amendment, at any time by the Board, from that originally adopted or that which is adopted in the future. The General Assessment shall be for the calendar year, but the amount of the General Assessments to be levied during any period shorter than a full calendar year, by budget amendment, shall be in proportion to the number of months remaining in such calendar year.

Section 4 -Special Assessments:

A Special Assessment may be levied against one or more Lots for the following:

- (a) The cost of any exterior maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted Rules and Regulations of Association, as well as any costs relating to damage caused by an Owner, their tenants, guests and invitees, shall be levied as a Special Assessment against such Owner, and collectible against the Owner, with all rights of collection, including lien rights, as further provided in this Declaration.
- (b) Charges for expenses of the Association which are not General Expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge.
- (c) Reimbursement for damages caused by an Owner, Owners, their family members, guests, invitees or tenants.
- (d) Capital improvements relating to the Common Area (excluding the initial construction costs of improvements to be performed by the Developer). Capital improvements may be made by the Board, without Owner approval, prior to turnover. After turnover, capital improvements which may be the subject of a Special Assessment or a General Expense, as determined by the Board, shall be required to obtain the approval of the Membership. The Membership approval shall be the approval of two thirds (2/3) of the Voting Members in attendance at a duly called meeting at which there is a quorum.
- (e) Late charges, user fees, fines and penalties.
- (f) Any individual or aggregate General Expense(s), which exceeds the individual or aggregate amounts budgeted, or any emergency expense which exceeds the amount of any reserves or other Association funds.
- (g) Unexpected or unknown expenses of the Association such as expenses resulting from storm damages, vandalism, etc.
- (h) Any other charge, which is not a General Expense.

The Board of Directors shall fix the amount and due date of any Special Assessment by resolution, which resolution shall set forth the Lot or Lots subject to such Assessment.

Section 5 - Remedies for Non-Compliance:

In addition to all other remedies provided in the Governing Documents, including this Declaration, the Board of Directors, in its sole discretion, may levy a fine and/or suspend Common Area use rights, against an Owner for failure of the Owner, his family members, guests, invitees, or employees, to comply with any provisions of the Governing Documents, provided that the procedures as set forth herein and as set forth in Chapter 720.305, Fla. Stat., as may be amended from time to time, are adhered to.

- (a) Notice. The Association shall provide notice in accordance with Chapter 720.305, Fla. Stat.
- (b) Hearing. A hearing shall adhere to the requirements under Section 720.303, Fla. Stat.
- (c) Amount of Fine. The Board of Directors may impose fines of One Hundred (\$100.00) Dollars per day, per violation, with each day of a continuing violation, not to exceed One Thousand (\$1,000.00) Dollars in the aggregate, against the Owner in the event of a violation of the Governing Documents.

- (d) Due Date of Fine. A fine as provided in this Article, once approved by the Committee pursuant to Chapter 720.305, Fla. Stat., shall be payable no later than thirty (30) days after a written decision has been provided, unless otherwise determined by the Board.
- (e) Owners Responsible for the Actions of Their Tenants, Guests and Invitees. Notwithstanding the Association's authority to levy a fine or suspend Common Area use rights of an Owner, the Association shall also have the authority, unless otherwise prohibited under Chapter 720.305, Fla. Stat., to fine and suspend the Common Area use rights of the Owner's family members, tenants, guests, invitees and contract vendors, in the same manner as fines and suspensions may be levied against Owners.

Section 6 - Reserves:

The Association, acting through the Board, shall have the authority to include as a portion of the General Assessments, reserves for future expenses. The Board shall have the right, but not the obligation, to maintain those reserves in a separate bank account. Reserves will not be collected on Lots owned by the Declarant.

Section 7 - Declarant Payment of Assessments:

Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Declarant is the owner of any Lot, the Declarant shall not be liable for Assessments against such Lot, provided that Declarant funds any deficit in operating expenses in excess of Assessments billed and working capital funds collected by the Association, to the extent allowable by law. Declarant may at Declarant's sole option, at any time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund subsequent deficits in the operating expenses in excess of Assessments billed and working capital funds collected by the Association. In any event, any funding of Association deficits shall be treated as loans from the Declarant to be repaid by the Association at a market rate of interest.

Section 8 - Working Capital Fund:

A Working Capital Fund will be established for the Association, which shall be collected from each Lot purchaser at the time of conveyance of each Lot from Declarant to such purchaser in an amount equal to three (3) months of the annual Assessment for their Lot. **In addition, a contribution to the Working Capital Fund in the amount of three (3) monthly Assessments for the Lot shall be payable to the Association (not the Declarant) at the time of the closing of any re-sale of a Lot from an Owner to a new purchaser.** Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet expenditures or to pay for expenses to acquire additional equipment deemed necessary or desirable by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of regular Assessments. The Working Capital Fund may be used to pay any Association expenses.

Section 9 – Roster; Notice; Certificate:

A roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall be sent to every Owner subject thereto. The Association shall, upon demand at any time, and for a fee of \$25.00; furnish to any Owner liable for an Assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether such Assessment has been paid as to the Lot owned by the Owner making request

therefore. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid.

Section 10 - Collection of Assessment; Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of the Association:

If any Assessment is not paid on the due date, the Association shall have the right to charge the defaulting Owner a late fee not to exceed the greater of Twenty Five (\$25.00) Dollars or five (5%) percent of the amount of each installment that is past due, or otherwise as determined by Florida law, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments, for all Special Assessments, and/or for all other Assessments payable to the Association. If the Assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof, including attorneys' fees and costs as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the Owner, his/her heirs, devisees, personal representatives, successors and assigns. Under no circumstance may the Board of Directors place a lien on a Lot owned by Declarant. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid

Assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the Granter the amounts paid by the grantee therefore. Additionally, any Owner who fails to pay the assessments as herein set forth, within thirty (30) days of the due date, shall forfeit all their privileges and benefits of being a member of the Association. The Association may bring an action at law against the Owner personally obligated to pay the Assessment or may record a claim of lien against the Lot on which the Assessment and late fees are unpaid. Additionally, the Association may foreclose the lien against the Lot on which the Assessment and late fees are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively. There shall be added to the amount of such Assessment and late fee, interest, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment and late fee as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments and late fees hereunder.

Section 11 -Subordination of the Lien to Mortgages:

Notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot or Tract and recorded in the Public Records after the effective date of this amendment, and, to the extent allowable under Florida law, for all mortgages encumbering a Lot or Tract and recorded in the Public Records on or before the effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may

hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot or Tract. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. A Parcel Owner is jointly and severally liable with the previous Parcel Owner for all unpaid assessments that came due up to the time of transfer of title, including but not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat., as same may be amended from time to time.

Section 12 -Exempt Property:

The Board of Directors shall have the right to exempt property subject to this Declaration from the Assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use.
- (b) All Common Areas as defined in Article II hereof.
- (c) All Properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.