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BROWARD COUNTY
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Prepared By and Return to:
Robert L. Sader, Esq.
Robert Sader, P.A.
1901 W. Cypress Creek Road #415
Fort Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR SUNSET COVE

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Protective Covenants and Restrictions for Sunset Cove, recorded March 11, 1989 in Official Records Book 16260, Page 149, of the Public Records of Broward County, Florida (the "Declaration"), was duly approved and adopted in accordance with the Declaration.

IN WITNESS WHEREOF, we have affixed our hand and seal this 1 day of February, 1999 at Plantation, Broward County, Florida.

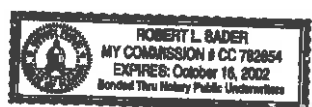
SUNSET COVE HOMEOWNERS'
ASSOCIATION, INC.

BY: [Signature]
MICHAEL N. KOCHAN, PRESIDENT

ATTEST: [Signature]
WALTER J. MACDONALD,
SECRETARY

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was sworn to and subscribed before me this 1 day of February, 1999 by MICHAEL N. KOCHAN and WALTER J. MACDONALD, who are personally known to me or who have produced personally known as identification and who did take an oath.



[Signature]
Notary Public, State of Florida

(3)

**AMENDMENT TO
THE DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR SUNSET COVE**

Article XII C (Restrictions on Leases) is hereby deleted and the following provisions are substituted therefor and shall constitute an Amendment to Article XII C:

Article XII C. Restrictions on Leases

(1) **In General.** From and after the effective date hereof, no person who becomes an owner of any Dwelling Unit in Sunset Cove (except natural persons who become owners by inheritance, or, foreclosing institutional lenders) shall be permitted to lease his Unit for a period of one year following the date that he obtains legal or beneficial title to the Unit. Thereafter, any lease must be for a period of at least one year and a fully executed copy of the lease must be provided to the Board of Directors of the Association prior to the time that the tenant occupies the Dwelling Unit. In addition (1) no Owner shall be permitted to enter into more than one lease per year, (2) subtenancies shall not be permitted, and, (3) a Dwelling Unit may only be leased and occupied by a one family unit which, for the purposes hereof, shall not include more than the following persons and shall not include more than 5 persons: husband, wife (or two other persons over eighteen years of age living consensually), and their children, grandchildren or parents and no other.

(2) **Enforcement.** The Association, acting through the Board of Directors, shall be entitled (in addition to and independent of any other remedies contained in this Declaration) to enforce the provisions of this Article XII C by immediate court injunction and the Unit Owner and Tenant shall be jointly and severally responsible for the Association's attorney fees and costs incurred in such enforcement including those fees and costs incurred prior to the time a court proceeding is commenced.

(3) **Exceptions For Present Owners.** This amendment shall be binding upon persons who are Unit Owners as of the effective date hereof except as follows:

(A) such persons shall be permitted to lease their Unit notwithstanding the restriction that the Unit not be leased during the first year of ownership set forth above, and,

(B) the requirement that leases have a term of at least one year shall not apply to any written lease of an existing Unit Owner which lease is in effect as of the effective date of this amendment, however, the one year term requirement shall apply upon expiration of the existing lease or any renewal term provided for in the existing lease. This exception is conditioned upon each such Unit Owner providing the Board of Directors of the Association with a fully executed copy of the existing lease by not later than thirty (30) days after the effective date of this amendment.

(4) Discretionary Hardship Exception. The Board of Directors in its sole and unfettered discretion, on a case by case basis (with no individual case to be deemed precedent in any way whatsoever for any subsequent case or situation) shall have the right to make an exception from all or part of the leasing provisions contained in this Article for Unit Owners who would otherwise (in the opinion of the Board) suffer undue hardship by strict application of the leasing provisions if the hardship relates to the death or illness of a Unit Owner, a job transfer, a divorce or such other situation(s) that the Board deems to be undue hardship. In all cases the Board's decision with regard to these matters shall be final and not subject to challenge.

APPROVAL OF CITY OF PLANTATION

In accordance with Article XII L. (c) of the Declaration, the City of Plantation has approved this Amendment for the limited purpose of determining that it does not conflict with any applicable land development regulations in effect as of the approval date, or any issued development orders for the project.

By: Donald J. Lunny
Donald J. Lunny, City Attorney
City of Plantation

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1 day of Feb. 1999, by Donald J. Lunny, who is personally known to me or who has produced his Drivers License as identification.

Julia Ann Goodwin
Notary Public, State of Florida

(Seal)

