

This instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs Sax Caplan
677 Broken Sound Parkway NW, Ste. 200
Boca Raton, FL 33487
(561) 992-4499

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF PORTA BELLA SOUTH/WEST, A
CONDOMINIUM**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Porta Bella South/West ("Declaration"). The Declaration of Porta Bella South/West is recorded in Official Record Book 2957, at Page 920, in the Public Records of Palm Beach County, Florida. The attached amendments were approved by the written consent of the members pursuant to Section 617.0701(4) Fla. Stat.

DATED this 22nd day of SEPT., 2020.

WITNESSES

PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

[Signature]
Signature

By: [Signature]
ALFRED JIM MILSON, President

Nancy Corsetti
Print Name

[Signature]
Signature
CHARLINE JOHNSON
Print Name

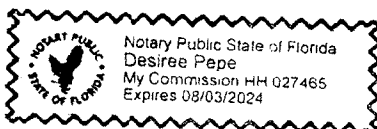
By: [Signature]
JEFF CLINE, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of SEPT., 2020, by ALFRED JIM MILSON, as President, and JEFF CLINE, as Secretary, of Porta Bella Yacht & Tennis Club Condominium Association, Inc., a Florida Corporation, not-for-profit, on behalf of the corporation, who are personally known to me or have produced _____ as identification.

[Notary Seal]

[Signature]
Notary Public



DESIREE PEPE
Name typed, printed or stamped
My Commission Expires: 8-3-2024

Exhibit "A"

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF PORTA BELLA SOUTH/WEST, A
CONDOMINIUM

The Declaration of Porta Bella South/West is recorded in Official Records Book 2957, at Page 920, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article XIV, Section A of the Declaration of Condominium for Porta Bella South/West (the "Declaration"), shall be amended as follows:

A. **(Waiting period)** The Apartments shall be used for single-family residences only, except that Apartment A-107 will be used as an office for the Association to carry on its business and Apartment A-109 and Apartments C-129 and C-130, if Phase III is submitted to condominium ownership by amendment hereto, will be used by the Association and Apartment Owners for recreational purposes. No separate part of an Apartment may be rented, and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes except as set forth in this Paragraph A. No trade, business, profession or other type of commercial activity may be conducted in any Apartment. Additionally, no Apartment Owner who acquires their Apartment after the recordation of this amendment shall lease their Apartment until two (2) years have elapsed since the recordation of the instrument transferring such Apartment Owner title to the Apartment. The lease of an Apartment is defined as occupancy of the Apartment by any person other than the Apartment Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration of every type and kind, including, but not limited to, the payment of money, the exchange of goods or services, "house sitting," etc. The terms "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The terms "tenant" and "lessee" shall likewise be used interchangeably. Any guest residing in an Apartment for more than fourteen (14) consecutive days, or more than thirty (30) days in a one year period shall be deemed a lessee and be subject to this provision. Such two (2) year restriction on leasing shall not apply to the Association, in the event the Association takes title to a Unit as a result of foreclosure, deed in lieu of foreclosure or otherwise.

Item 2: Article XVI of the Declaration shall be amended by adding Section E follows:

E. (Association Security Deposit) The Association has the right to require, as a condition to permitting the leasing of an Apartment, the depositing with the Association of a security deposit up to one (1) month's rent or the highest amount allowable by law, made by either the lessor or lessee, which may be placed in a co-mingled account without interest. Upon termination of occupancy of the Apartment by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful or negligent act(s) of the lessee or his invitees,

tenants or guests, including, but not limited to, damage to the Common Areas, as well as offsetting any fines owed to the Association as a result of violations of the tenant(s). Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the Apartment Owner or Lessee who deposited same, by the Association, not later than thirty (30) days from the date of notice to the Association of the termination of the occupancy of the Apartment by Lessee.

Item 3: Article XVI of the Declaration shall be amended by adding Section F(1) and F(2) as follows:

F(1) (~~Restriction for the Maximum Number of Units Owned.~~ No Owner of a Unit may own more than three (3) Units within the Association at any time. This restriction on ownership of Units shall apply to an Owner, either in his or her individual capacity, in his or her capacity as a co-owner or spouse of an Owner, or in his or her capacity as a director, officer, member, employee, agent, partner, principal, grantor, trustee or beneficiary of a Unit owned by a corporation, partnership, trust or other similar entity. Notwithstanding the foregoing, this restriction shall not apply where a bank, institutional first mortgagee or other entity shall take title to a Unit as a result of foreclosure or deed in lieu of foreclosure of its own lien, or where the Association takes title to a Unit as a result of foreclosure, deed in lieu of foreclosure or otherwise.

F(2) Corporate Ownership. After the effective date of this amendment, no person may purchase or otherwise acquire title to a Unit in the name of a corporation, partnership, LLC, or other similar entity or company, except that the Association shall have the authority to own a Unit in its name in the event the Association takes title as a result of foreclosure, deed in lieu of foreclosure or otherwise, and a bank, institutional first mortgagee or other entity shall have the authority to own a Unit in its corporate name where such entity takes title as a result of foreclosure or deed in lieu of foreclosure of its own lien. Notwithstanding the foregoing, there shall be no prohibition on a Unit being owned in the name of a trust.