

This Instrument Prepared by:

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200 E. Broward Boulevard  
Suite 1800  
Fort Lauderdale, Florida 33301

Parcel ID No. 484235870010

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### **AMENDMENT TO DECLARATION OF RESTRICTIONS**

**THIS AMENDMENT TO DECLARATION OF RESTRICTIONS**, made this \_\_\_ day of \_\_\_\_\_, 2019 by **POMPANO BEACH LIVING, LLC**, a Florida limited liability company, having an address of 7275 N.W. 62nd Terrace, Parkland, FL 33067 ("Owner"), with the joinder and acknowledgement of the **CITY OF POMPANO BEACH**, a Florida municipal corporation, with a post office address of 100 West Atlantic Avenue, Pompano Beach, FL 33060 ("City").

### **WITNESSETH:**

**WHEREAS**, Owner executed and delivered that certain Declaration of Restrictions dated April 13, 2010 recorded on June 23, 2010 in Official Records Book 47168, Page 40 of the Public Records of Broward County, Florida ("Declaration"); and

**WHEREAS**, the Declaration was recorded to place certain restrictions on the development and use of that certain property legally described on **Exhibit A** attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, Owner desires to modify the Declaration as more fully set forth hereinafter.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, Owner hereby declares that the Declaration shall be modified as follows:

1. **Recitations**. The above recitations are true and correct and incorporated into this Declaration by this reference. Any and all defined or capitalized terms used herein which are not defined herein shall have the meanings ascribed to them in the Declaration. In the event of any inconsistency between the terms of this Amendment and the terms of the Declaration, the terms and provisions of this Amendment shall supersede and control to the extent of the inconsistency.

2. **Use Restrictions**. Paragraph 2 of the Declaration is hereby deleted in its entirety and replaced with the following:

“2. Use Restrictions. In no event shall any unit acquired from Owner be leased for a term of less than one (1) year per tenancy.”

3. Association. Owner shall, prior to the sale or conveyance of any residential unit(s) to a third party, cause a Declaration of Covenants to be recorded in the Public Records of Broward County, Florida, and cause a Homeowners' Association to be formed, all in accordance with and pursuant to Chapter 720 of Florida Statutes, as amended.

4. Severability. If any court of competent jurisdiction shall declare any section, paragraph, or part thereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

5. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Amendment are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder of the terms and provisions of this Amendment.

6. Recordation and Date. This Amendment shall be effective upon execution and shall be recorded in the Public Records of Broward County, Florida.

7. Context. Whenever the context requires or admits, or any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

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**IN WITNESS WHEREOF**, Owner has executed this Amendment on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Pamela McCleod  
Printed Name: Pamela McCleod  
Sharon Galt  
Printed Name: Sharon Galt

**OWNER:**

POMPANO BEACH LIVING, LLC, a Florida  
limited liability company

By: Murray D. Zweig  
Name: Murray D. Zweig  
Title: MANAGER  
Date: 7/23/19

STATE OF Florida )  
COUNTY OF Broward ) SS:

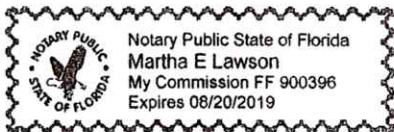
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Murray Zweig, the Manager of POMPANO BEACH LIVING, LLC, a Florida limited liability company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of July 2019.

Martha E. Lawson  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:



JOINED IN AND ACKNOWLEDGED BY:

**CITY:**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
REX HARDIN, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREG HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA       )  
                                      ) SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by **REX HARDIN**, as Mayor, **GREG HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)  
\_\_\_\_\_

**Exhibit A**

**PROPERTY**

**Lots 4 through 10, Block 2, Monticello Park Addition, according to the plat thereof, as recorded in Plat Book 11, Page 12 of the Public Records of Broward County, Florida**

**Together with:**

**Lots 1 through 7, Block 3, Monticello Park Addition, according to the plat thereof, as recorded in Plat Book 11, Page 12 of the Public Records of Broward County, Florida**

**Together with:**

**The Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 35, Township 48 South, Range 42 East, less the West 30 feet thereof and less the South 30 feet thereof.**