

THIS INSTRUMENT WAS PREPARED BY:
KAYE BENDER REMBAUM P.L.
LISA A. MAGILL, ESQ.
1200 PARK CENTRAL BOULEYARD SOUTH
POMPANO BEACH, FLORIDA 33064

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS
AND COVENANTS FOR MURANO BAY**

HEREBY CERTIFY, THE Amendment attached as Exhibit "A" to this Certificate to the Declaration of Restrictions and Covenants was approved by the Board of Directors of Murano Bay Homeowners' Association, Inc., a Florida corporation not for profit at a duly called and noticed meeting of the Board of Directors at which a quorum was present and on August 4, 2020 said Amendment was also approved by owners within Murano Bay, at a duly called and convened meeting in compliance with said documents. The Declaration of Restrictions and Covenants of Murano Bay, was originally recorded in Official Records Book 16489 at Page 1275, Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, we have affixed our hands this 25th day of Aug., 2020, in Palm Beach County, Florida.

WITNESS 1:

Sadia Haque
(Sign)

Sadia Haque
(Print)

WITNESS 2:

Dorothy Geneva
(Sign)

Dorothy Geneva
(Print)

MURANO BAY HOMEOWNERS'
ASSOCIATION, INC.

By: Linda Scheele
(President)

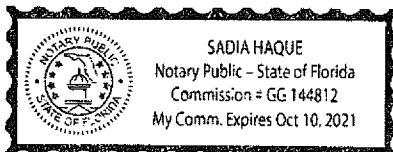
Print: Linda Scheele

Attest: Robert E. Knorr
(Secretary)

Print: Robert E. Knorr

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me means ☐ physical presence or ☐ online notarization, this 25th day of Aug., 2020, by Linda Scheele President and Robert Knorr Secretary for Murano Bay Homeowners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or produced RLDL as identification.



NOTARY PUBLIC:

Sign: Sadia Haque

Print: Sadia Haque

State of Florida at Large

My Commission Expires: Oct 10, 2021

AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS AND COVENANTS FOR
MURANO BAY

Note: New words inserted into the text are underlined; words deleted from the text are ~~stricken~~ through with hyphens.

1. Amendment to Article 12.9 of the Declaration, to read as follows:

12.9 Maintenance of Property Owned by Others. Association shall maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Association Developer upon areas which are within or outside of the COMMUNITY and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of the COMMUNITY. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. The Association may likewise take on additional responsibilities for maintenance, cleaning, protection or beautification of various property components within the COMMUNITY as a common expense upon the Board's determination that such action constitutes a benefit to the COMMUNITY as a whole. For example (without limitation) the Board may contract for the installation and display of holiday lighting, additional landscaping, window washing and the like.

2. Amendment to Article 13.23 of the Declaration, to read as follows:

13.23 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion of a home may be rented. No Owner shall lease, license, or rent his or her Home during the first twelve (12) months of ownership, measured from the date title is recorded in the public records of Palm Beach County. Occupancy in the absence of the Owner and/or the members of the Owner's family that regularly reside together in the Home may be considered a lease or license. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association if so requested by Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of Association Documents. No lease term shall be less than thirty (30) days. If a Home is sold or title transferred during the term of an existing lease, the tenant and all occupants must vacate at the end of the existing term and the Home may not be leased or rented for a period of twelve (12) months from that date. Owners are responsible for the conduct of their tenants and all occupants of their Home.

3. Amendment to Article 11.2.1 of the Declaration, to read as follows:

11.2.1 Generally. The cost of and responsibility for ~~reasonable~~ repair, replacement and maintenance of Party Roofs shall be borne by the Owner of the Home to which the portion of the

roof requiring repair, maintenance or replacement is appurtenant. In the event reasonable maintenance, repair or replacement requires mutual support or maintenance of adjoining Homes, such costs shall be shared on proportionally operating costs of Association. The Board shall establish Reserves for replacement and procedures for such repair, replacement and maintenance.

4. Amendment creating new Article 11.2.3 of the Declaration, to read as follows:

11.2.3 Casualty Damage. In the event a Party Roof is damaged or destroyed by any cause whatsoever, other than the negligence or willful misconduct of either Owner thereto, the impacted Owners shall repair or rebuild said Party Roof at their expense and each Owner, his/her successors and assigns, shall have the right to full use as herein contained of the Party Roof so repaired or rebuilt. Each Owner shall have an easement to effectuate required repairs. If either Owner's negligence or willful misconduct damages or destroys the Party Roof, the responsible Owner shall pay the entire cost of repairing or reconstructing the damaged Improvements. If either Owner refuses to pay his/her proportionate share, of such cost of repairing or reconstructing the Party Roof or in the event damage is caused by negligence or willful misconduct, the other impacted Owner or Owners shall have the right to repair or reconstruct the Party Roof and shall have a lien on the Home of the defaulting Owner for the defaulting Owner's share of the repair or replacement costs. Such lien shall be subordinate to any Association lien as provided in the Declaration.

5. Amendment deleting Article 12.4 of the Declaration, to read as follows:

~~12.4 Party Roofs. As provided in Section 11.2 Association "be responsible for the maintenance of the Party Roofs. However, if any such maintenance is due to the negligence of any Owner, then the cost of such maintenance shall be billed as an individual Assessment to the negligent Owner.~~

6. Amendment to Article 13.32 of the Declaration, to read as follows:

~~13.32 Roofs, Driveways and Pressure Clean. In addition to the maintenance of the roofs, the~~ The Association shall be responsible to pressure treat roofs and/or exterior surfaces and/or pavement, including but not limited to, walks and drives as the Association deems necessary. Notwithstanding the Association's responsibility to paint, each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or a roof-repair maintenance contract and may collect the costs thereof as part of Operating Costs or Reserves.