

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR EL DORADO ESTATES ASSOCIATION, INC.**

THIS DECLARATION is made and dated this \_\_26th\_\_ day of \_\_\_\_\_ July \_\_\_\_\_, 2004, by the undersigned record owners of certain Lots located in Section 10, Township 50 South, Range 41 East, being further described as ELDORADO ESTATES IN PLANTATION, SECTIONS ONE, TWO, AND THREE, according to the Plat thereof, as recorded in Plat Book 71, Page 22, of the public records of Broward County, Florida; and,

WHEREAS, a series of Covenants and Restrictions existed and operated to bind all Lots within ELDORADO ESTATES IN PLANTATION, SECTIONS ONE, TWO, AND THREE, said Covenants and Restrictions being originally recorded in the public records of Broward County, Florida at Official Record Book 2964, Page 244 (ELDORADO ESTATES IN PLANTATION, SECTION ONE); Official Record Book 3599, Page 919 (ELDORADO ESTATES IN PLANTATION, SECTION TWO); and Official Record Book 4348, Page 916 (ELDORADO ESTATES IN PLANTATION, SECTION THREE), respectively; and,

WHEREAS, the EL DORADO ESTATES ASSOCIATION, INC. was formed for the purpose of maintaining, repairing, and replacing ASSOCIATION PROPERTY, and administering and enforcing the terms of the Declarations of Restrictions for ELDORADO ESTATES IN PLANTATION, SECTIONS ONE, TWO, AND THREE; and,

WHEREAS, said Covenants and Restrictions were extinguished by operation of the Florida Marketable Record Title Act, Chapter 712, F.S., and no longer operate to bind the Lots within ELDORADO ESTATES IN PLANTATION, SECTIONS ONE, TWO, AND THREE, however, the EL DORADO ESTATES ASSOCIATION, INC. is and remains a valid and existing corporation not for profit conducting its affairs pursuant to the laws of the State of Florida; and,

WHEREAS, the undersigned record owners of Lots within ELDORADO ESTATES IN PLANTATION, SECTIONS ONE, TWO, AND THREE deem it desirable and in the best interests of the community as a whole to adopt a new set of Covenants and Restrictions to bind all Lots within the community for the benefit of all such Lots, and to protect the health, safety, and welfare of the Lot Owners therein; and,

NOW THEREFORE, in consideration of the acceptance hereof by the undersigned record owners of Lots within ELDORADO ESTATES IN PLANTATION, SECTIONS ONE, TWO, AND THREE, said Lot Owners hereby declare to and agree with each and every person who shall be or who shall become an owner of any of said Lots, that said Lots, in addition to the ordinances of the City of Plantation, Florida, shall be and are hereby bound by the Covenants and Restrictions set forth herein and that the property described shall

be held and enjoyed subject to and with the benefit and advantages of the following Covenants and Restrictions:

## ARTICLE I

### DEFINITIONS

- 1) Definitions. The following words when used in this Declaration shall have the meanings set forth below:
  - a) *Articles* shall mean the Articles of Incorporation of the Association.
  - b) *Assessment* shall mean a share of the funds required and which are to be assessed against a Lot Owner and Lot for the payment of the costs incurred by the Association for and including, but not limited to, the operation, maintenance and protection of the Common Areas, recreational facilities, clubhouse, drainage areas, easements for ingress and egress and other areas subject to and under the control and administration of the Association, including regular and special Assessments.
  - c) *Association* shall mean and refer to the El Dorado Estates Association, Inc., a Florida Not-for-Profit corporation.
  - d) *Board of Directors* or *Board* shall mean and refer to the board of directors of the Association.
  - e) *Bylaws* shall mean the Bylaws of the Association.
  - f) *Common Areas* shall mean and refer to the Common Areas as set forth herein.
  - g) *Common Expenses* shall mean the expenses for which each Owner is liable which shall include, but not be limited, to the following:
    - i) Expenses of administration, operation and management of the Common Areas and any improvements to the Common Areas;
    - ii) Expenses of maintenance, operation, repair or replacement of the Association property, including Common Areas, not otherwise covered by insurance, including adequate reserve funds for such repair or replacement.

- iii) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws;
  - iv) Any valid charge against the Association and/or Common Areas, if levied against the Association rather than against Lot Owners individually; and
  - v) Any expenses of, change to, or Assessment by the Association as provided for in this Declaration, the Articles, and the Bylaws.
- h) *Common Surplus* shall mean the excess of all receipts of the Association including, but not limited to, Assessments, rents, profits and revenues on account of the Common Areas, over the amount of the Common Expenses.
  - i) *Covenants* shall mean and refer to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration.
  - j) *Declaration* shall mean and refer to the Declaration of Covenants and Restrictions for El Dorado Estates.
  - k) *Development* shall mean El Dorado Estates, the development subject to this Declaration.
  - l) *Lot* shall mean and refer to each subdivided portion of the Property, whether by virtue of a plat recorded among the Public Records, or upon which a Unit may be or is constructed.
  - m) *Lot Owner* shall mean and refer to those persons and entities who are Lot Owners of the Association by virtue of the ownership of a Lot.
  - n) *Lot Ownership Interests* shall mean and refer to the Lot Ownership Interests described herein.
  - o) *Mortgagee* shall mean any bank, savings and loan association, insurance company, mortgage company, real estate investment trust, agency of the United States Government, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or a lender generally recognized in the community as an institutional lender, any of which hold a mortgage encumbering any portion of the Property.
  - p) *Owner* shall mean and refer to the record owner of fee simple title to any portion of the Property. Every record owner shall be treated

for all purposes as a single Owner for each portion of the Property owned, irrespective of whether such ownership is joint, in common or a tenancy by the entirety.

- q) *Common Areas* shall mean and refer to those portions of the Property devoted to the common use and enjoyment of all Owners.
- r) *Plat* shall mean the plat which includes the Property, described as:
- s) *Property* shall mean and refer to address of Lot.
- t) *Public Records* shall mean and refer to the Public Records of Broward County, Florida.
- u) *Unit* shall mean and refer to all housing units situated upon the Property and shall mean and include the land upon which such Unit may be constructed pursuant to the Site Plan, whether or not construction has commenced or has been completed.
- v) Whenever reference is made in this Declaration to *Parcel* or *Property*, the same shall be construed to mean and include a or portion(s) thereof; as applicable to the provision hereof which includes such terms, including the plural of such terms.

## ARTICLE II USE RESTRICTIONS

- 2) The following restrictions shall exist upon the use of the Property, Lots, and Units, and shall be covenants running with the land, binding upon all Lot Owners, their heirs, successors, and assigns:
  - a) The Association shall have the right to construe and interpret these Covenants and Restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons or property benefitted or bound by such restrictions.
  - b) No change of conditions or circumstances shall operate to extinguish or terminate any of said restrictions, but they shall only be extinguished or terminated by the action and in the manner provided hereinafter.
  - c) There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land included in the Property any nuisance of any kind or character.
  - d) No rubbish, garbage, debris or material shall be deposited on any of the Property.

- e) No signs of any character shall be erected, pasted, posted or displayed upon or about any Lot, or any part thereof, without the written permission of the Board of Directors. The Board of Directors shall have the right, in its sole and absolute discretion, to prohibit, restrict, and control the size, construction, material, wording, location, and height of all signs.
- f) Lot Owners shall keep their Lots in a clean, neat, and attractive condition, consistent with the character of other Lots within the community. The Association reserves the right, but shall not be obligated, to maintain any Lot which does not comply with the aesthetic standards of the community, as evidenced by a majority of the Lots therein, and to charge back to the offending Lot Owner the costs of same.
- g) EL DORADO ESTATES is designated as a community designed for dwellings of single-family occupancy. All of such use and occupancy shall be in accordance with the zoning ordinances and regulations of the City of Plantation, Florida.
- h) In areas designated for single family residences, no buildings of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses designed and constructed for use by a single family, and private garages and bath houses, attendant to swimming pools, for the sole use of the respective owners of the Lots upon which the garages and bath houses are located, provided, however, that no garage or other outbuilding shall be placed, erected or permitted to be built upon the above described premises until after, or at and during the time of, construction of the said dwelling house.
- i) No docks, piers, buildings, or structures of any kind whatsoever shall be erected, constructed or permitted below or beyond the bulkhead of any canal or waterway, unless the Association has consented thereto by written instrument. The Association shall have the sole right to determine the location, size, length and type of construction of such docks, piers, buildings or structures. Nothing herein contained shall be construed as requiring the Association to give said consent, the granting or denying of which shall be within the sole discretion of the Association.
- j) No manufacturing, selling, trade, business, or profession, and no boarding or rooming houses for temporary occupancy shall be permitted on any portion of the Lots, in accordance with the existing Ordinances and Regulations of the City of Plantation, Florida.

ARTICLE III  
APPROVAL OF PLANS

- 3) No building, fence, hedge, wall, walk, pier, dock, seawall, or any other structure, grading or planting, shall be commenced or erected, nor shall any addition to, or change, or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location of such structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by the Association, and a copy thereof, as finally approved, lodged permanently with the Association.
- a) The Association shall have the right to refuse to approve any such plans and specifications or grading plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons. The Association shall have the right to take into consideration the suitability of the proposed building or other structure, and the materials of which it is to be built, on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structures as planned, on the outlook from the adjacent or neighboring property.
- b) The Association shall in all cases have the right to determine and designate the building lines necessary to conform to the general plans of the subdivision and the Association's judgment and determination shall be final and binding.
- c) With the approval of the location and plan by the Association, a building may be erected upon more than one Lot.

ARTICLE IV  
EASEMENTS

- 4) An easement and right-of-way is hereby expressly reserved in and over a strip not over six (6) feet in width along the side and/or rear line of all Lots wherever the same is designated *Utility Easement* on the Plat of ELDORADO ESTATES IN PLANTATION, SECTIONS ONE, TWO, AND THREE, for the erection, construction and maintenance of poles and wires, and clearing of trees and pruning of branches, or the construction and maintenance of conduits and of all proper and necessary attachments for electric light, power and telephone service and for the construction and maintenance of storm water drains, land drains, public and private sewers, pipe lines for supplying gas and water and for the construction and maintenance of any other public, quasi-public, or private utility.

- a) The Association shall have the right to enter and to permit others to enter upon said reserved strips of land for any of the purposes for which said easements and rights-of-way are reserved.
- b) No purchaser of any of the Lots shown on the Plat for ELDORADO ESTATES IN PLANTATION, SECTIONS ONE, TWO, OR THREE shall have the right to reserve or grant any easement or rights-of-way in, upon or over any of the Lots without the express written consent of the Association.

ARTICLE V  
RIGHT TO ABATE VIOLATIONS

- 5) Violation of any restrictions and conditions or breach of any covenant or agreement herein contained shall give the Association, in addition to all other remedies, the right to review and to take legal recourse against the Lot Owner.

ARTICLE VI  
ENFORCEMENT OF COVENANTS

- 6) The provisions herein contained shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Association or the owner of any land included in said subdivision, and failure by the Association or any Lot Owner, however long continued, to object to any violation or to enforce any restriction, condition or covenant herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. The defaulter shall pay any expense incurred in enforcing the provisions herein contained.
  - a) The Association, each Lot Owner and the Lot Owner's tenants, guests, and invitees are governed by, and must comply with, Chapter 720, Homeowner's Associations, Florida Statutes, as same may be amended from time to time, the governing documents of the community, and the rules of the Association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any Lot Owner against:
    - i) The Association;
    - ii) A Lot Owner;
    - iii) Any director or officer of the Association who willfully and knowingly fails to comply with these provisions;and

- iv) Any tenants, guests, or invitees occupying a parcel or using the common areas.
- b) The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs.
- c) Should a violation of these Covenants be brought to the attention of the Board of Directors, and should the Board determine that the reported violation is verified in substance and severity so as to merit further consideration by the Board, the Board shall first notify the reported violator of the nature of the reported violation. Should the reported violation not be corrected within a reasonable time frame as determined by the Board, the Board shall notify the violator that the Board will take such enforcement action against the violator as follows:
  - i) The Association may suspend, for a reasonable period of time, the rights of a Lot Owner or a Lot Owner's tenants, guests, or invitees, or both, to use common areas and facilities.

6.3.2. Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the Lot Owner's parcel.

6.3.3. The Association may, upon the approval of a majority of the Board of Directors, suspend the voting rights of a Lot Owner for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.

6.3.4. Should the reported violation of Covenants not be corrected within the reasonable time frame determined by the Board, the Association shall have the right to take legal recourse against the Lot Owner. The Board shall, however, have made a tenable effort to persuade the violator to correct the reported violation before proceeding with legal action.

## ARTICLE VII DURATION OF COVENANTS

- 7) All of the restrictions, conditions, covenants, charges, easements and agreements contained herein, shall exist in perpetuity.

ARTICLE VIII  
OBLIGATION FOR ASSESSMENTS

- 8) Covenant for Maintenance Assessments.
- a) Creation of the Lien and Personal Obligation. Each Lot Owner within the Property, hereby Covenants, and each Lot Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such Association Assessments, periodic or special, as are fixed by the Board of Directors and assessed against the Lot Owners as hereinafter provided. All sums assessed by the Association but unpaid, together with such interest thereon (such unpaid assessments shall bear interest at the highest rate permitted by law), late charges and costs of collection (including reasonable attorney's fees) shall be a charge and continuing lien upon the Lot owned by such Lot Owner against which each such Assessment is made. Each such Assessment, together with interest thereon, late charges and costs of collection (including reasonable attorney's fees) shall also be the personal obligation of the person who was the Owner of such Lot at the time that the Assessment became due and payable.
  - b) Purpose of the Assessment. The Assessments levied by the Association shall be used exclusively for the purpose set forth in this Declaration, the Articles and Bylaws for the payment of Common Expenses for the benefit of the Lot Owners and the Property as an entire community, the improvement, maintenance, repair and replacement thereof, including, without limiting the foregoing, the repair, replacement and additions thereto and the cost of labor, equipment, materials, services, monitoring systems, management and supervision thereof, and the payment of taxes (if any), insurance and assessments of Governmental Districts. To the extent permitted by law, reserve funds established by the Association may be used for Association purposes other than the particular item for which the reserve was established if such action is approved by two-thirds (b) of the Board.
  - c) Assessments. The Board of Directors shall, from time to time, but at least annually, fix and determine a budget representing the sums necessary for the operation of the Association (excluding items of expense limited to individual Owners) and shall send a copy of the budget and any supplement to each Lot Owner prior to establishing Assessments. The Board shall determine the total amount required, including operational items such as insurance, repairs, maintenance and other operating expenses, as well as

charges to cover any deficits from prior years, capital improvements and reserves approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by, the Lot Owners based upon the following formula:

- i) Lot Owners shall be assessed equally based upon one unit of Assessment for each Unit owned by such Lot Owner.
  - ii) Assessments as to each Unit shall be made by dividing the Association budget by the number of Lot Ownership Interests on the basis of the Assessment rates set forth above for each such Lot Ownership Interest.
  - iii) For the purpose of computing and allocating annual Assessments, the determination as to the status of Lot Ownership shall be made as of the first day of each fiscal year of the Association, but with respect to special Assessments, such determination shall be made as of the effective date of such Assessment.
  - iv) Separate books and records shall be maintained by the Association pertaining to Common Expenses and Assessments. Unless otherwise set forth herein, an Assessment shall be levied against all Lot Owners of the Association to pay Common Expenses of the Association.
- d) Due Dates; Duties of the Board of Directors. All Dues/Assessments shall be payable monthly in advance or on such other basis as is determined by the Board of Directors. The Board of Directors shall fix the date of commencement of the first Assessment, the amount of each Assessment against each Unit and shall prepare a roster of the Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Lot Owner upon reasonable notice. Upon the written request of a Lot Owner or his Mortgagee, the Board shall promptly furnish such Lot Owner or his Mortgagee with a written statement of the unpaid charges (Assessments or otherwise) due from such Lot Owner.
- e) Special Assessments. From time to time, if the Board of Directors deems it necessary to impose Special Assessments, it shall be authorized to do so, provided:

- i) The Membership of the Association approves such Special Assessment by a vote of not less than a majority of the Lot Owners.
  - ii) Notice of the Special Meeting at which the Lot Owners will consider such Special Assessment is furnished to each Lot Owner no less than ten (10) days prior to such meeting, and such notice specifies the date, time and place of the meeting, the nature and amount of the proposed special Assessment, and the reasons requiring its imposition. If approved, the special Assessment shall be due and payable as determined by the Board and shall be subject to all other provisions of this Article 8.
- f) Effect of Non-Payment of Assessment, the Personal Obligation of the Lot Owner; The Lien, Remedies of the Association. If an Assessment is not paid on the date when due as fixed by the Board of Directors, such assessment shall become delinquent and shall, together with interest thereon, late charges and the cost of collection thereof (including reasonable attorney's fees), become a continuing lien on the Lot Owner's Lot which shall bind such property in the hands of the Lot Owner, his heirs, devisees, personal representative, successors and assigns. Said lien shall relate back to the date upon which this Declaration is recorded. Such lien, after recordation thereof among the Public Records, shall be prior to all other liens except the following as to which such lien shall be subordinate and inferior:
  - i) Tax or assessment liens of the taxing subdivision of any governmental authority and any District; and
  - ii) The lien of any first mortgage of record encumbering a Lot recorded prior to the recordation of the Association's claim of lien.
- g) Mortgages/Foreclosure. It shall be the personal obligation of the Lot Owner who was the Owner of the Lot when the Assessment became due to pay such Assessment, and such personal obligation shall pass to his successors in title, with each such Lot Owner or former Lot Owner being jointly and severally liable for said Assessment. If the holder of a mortgage of record or other purchaser of a Lot obtains or accepts a deed to said Lot in lieu of foreclosure, such acquirer of title, his successor and assigns, shall not be liable for unpaid Assessments pertaining to such Lot chargeable to the former Owner which became due prior to acquisition of title as a result of the foreclosure, such other

remedies or the acceptance of such deed in lieu of foreclosure, except for any portion thereof secured by a claim of lien for Assessments that was recorded prior to there recordation of such mortgage. Such unpaid share of Assessments shall be deemed to be a Common Expense of the Association, collectible from all Owners, including such acquirer, his successors and assigns. A Mortgagee or other purchaser acquiring title to a Lot as a result of foreclosure, such other remedies or a deed in lieu of foreclosure may not, during the period of its ownership of such Lot, whether or not the same is occupied, be excused from the payment of Assessments coming due during the period of such ownership.

- h) Remedies. If any Assessment is not paid within ten (10) days after its due date, the Assessment shall bear interest from its due date at the highest rate which is permissible in the State of Florida, and/or late charges as determined by the Board of Directors, together with all costs of collection, including reasonable attorney's fees (whether or not suit is filed) and the Association may bring an action at law against the Lot Owner or former Lot Owner personally obligated to pay the same and to foreclose the lien against the applicable Lot. Such foreclosure shall be in the same manner that mortgages are foreclosed under Florida law. If such action(s) is filed, there shall be added to the amount of such Assessment the costs of such action, and a judgment obtained by the Association shall include interest on the Assessment, late charges as above provided and reasonable attorney's fees in trial and appellate courts to be fixed by the court together with the cost of the action.

ARTICLE IX  
SALE, LEASE OR OTHER TRANSFERS

- 9) Sale, Lease or Other Transfers.
  - a) Any Unit may be sold, leased, conveyed or otherwise transferred free of any restrictions except as may be established by the Board, and no Lot Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until all unpaid Assessments (including interest, late fees, attorney's fees and costs) shall have been paid. Such unpaid Assessments, however, may be paid from the proceeds of the sale of the Unit or by the Purchaser thereof.
  - b) Upon the written request of a Lot Owner or the Mortgagee of his Unit, the Board shall furnish a written statement of the unpaid charges due from such Lot Owner which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but not specified thereon. A reasonable charge may be made by the Board for the issuance of such statements.

- c) The provisions of this Article shall not apply to the acquisition of a Unit by a Mortgagee who shall acquire title thereto by foreclosure (or any other purchaser at the foreclosure sale) or deed in lieu of foreclosure. In such event, the provisions of paragraph 8.7 shall be applicable. All provisions of this Article 9 shall, however, apply to all Assessments which are assessed and become due after the acquisition of title by the Mortgagee and to any purchaser from such Mortgagee.
- d) Whenever the term Unit is referred to in this Article 9, it shall include the Lot Owner's interest in the Association and the Lot Owner's interest in any Unit acquired by the Association.
- e) Any sale or lease of a Unit in violation of the provisions of this Article 9 shall be void.

ARTICLE X  
AMENDMENT OF COVENANTS

- 10) Amendments to Declaration. Subject to those provisions set forth hereinabove, unless specifically prohibited or otherwise provided herein, this Declaration may be amended by the approval of a majority of the Lot Owners, voting in person or by proxy, at a regular or special meeting called for such purpose. The Amendment shall be signed by the President or a Vice President of the Association who shall certify that such amendment was approved by the Lot Owners as stated herein. Any amendment must be recorded among the Public Records, and shall be effective upon such recording.
  - a) Unless otherwise permitted by Chapter 720, F.S. or Chapter 617, F.S., as same may be amended from time to time, an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a parcel or increase the proportion or percentage by which a parcel shares in the common expenses of the association unless the record parcel owner and all record owners of liens on the parcels join in the execution of the amendment. For purposes of this section, a change in quorum requirements is not an alteration of voting interests.

**AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR EL DORADO ESTATES ASSOCIATION, INC.**

**Proposed Amendment to the Declaration (Additions are indicated by underline; deletions by -----)**

**Amendment to Article II as follows:**

2.11 No ownership or possessory interest in a Lot may be conveyed, leased or otherwise transferred to a corporation, partnership or other organization of any kind except for trustees of trusts where such trust was formed for the purpose of estate or financial planning. The aforementioned prohibition on corporate ownership is not applicable to the acquisition of Lots by the Association or by an institutional mortgagee as a result of its own foreclosure action or by deed in lieu of foreclosure. Corporations which purchase Lots at a mortgagee foreclosure sale are prohibited.

2.12 Not more than one (1) family shall reside in any Lot. A "family" means any number of persons related by blood, adoption or marriage or not more than two (2) unrelated persons living as a single housekeeping unit.

**Amendment to Article IX as follows:**

**9. Sale, Lease or Other Transfers.**

9.1. Any ~~Unit Lot~~ may be sold, ~~leased~~, conveyed or otherwise transferred free of any restrictions except may be established by the Board, and no Lot Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Lot unless and until all unpaid Assessments (including interest, late fees, attorney's fees and costs) shall have paid. Such unpaid Assessments, however, may be paid from the proceeds of the sale of the Lot or by the Purchaser thereof. No Lot may be leased or rented except in the procedures as hereinafter provided for in this Section 9.

9.2. Upon the written request of a Lot Owner of the Mortgagee of his Lot, the Board shall furnish a written statement of the unpaid charges dues from such Lot Owner which shall be conclusive evidence of the payment of amount assessed prior to the date of the statement but not specified thereon. A reasonable charge may be made by the Board or its agents for the issuance of such statements.

9.3. The provisions of this Article shall not apply to the acquisitions of a Lot by a Mortgagee who shall acquire title thereof by foreclosure ~~(or any other purchaser at the foreclosure sale)~~ or deed in lieu of foreclosure. In such event, the provisions of paragraph 8.7 shall be applicable. All provisions of this Article 9 shall, however, apply to all Assessments which are assessed and become due after acquisition of title by the Mortgagees and to any purchaser from such Mortgagee.

9.4. Whenever the term Lots referred to in this Article 9, shall include the Lot

Owner's interest in any Lot acquired by the Association.

9.5. Any sale in violation of this section or elsewhere in the governing documents or lease of a Lot in violation of the provisions of this Article 9 shall be void. Any lease in violation of this section shall be void with the tenants subject to an eviction and the Owner responsible for attorney's fees and costs associated with the enforcement.

9.6 As provided for in this Section, the Board must approve transfers of any Lot by lease. All leases of a Lot must be in writing and specifically be subject to this Declaration, the Articles, the By Laws, and Rules and Regulations and copies delivered to the Association prior to occupancy by the tenant(s). Without the prior written consent of the Association, which may be withheld in the Association's sole discretion, no lease shall be for a period of less than one (1) year. No Lot Owner may lease or rent his or her property within the first twelve (12) months of ownership measured from the date of recordation of the most recent deed or other instrument conveying title to the Lot, except where title was conveyed by devise, inheritance or operation of law. Any person(s) occupying a Lot in the absence of the Owner shall be deemed occupying the Lot pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, an Owner may permit members of his/her immediate family to occupy his/her Lot as a guest in his absence for periods of less than one (1) month, provided the Association is given written notice of such occupancy. Subleases and Assignments of Lease are prohibited. The Board of Directors shall have the right to require a substantially uniform form of lease be used or in the alternative, the Board's approval of the lease form to be used shall be required. After approval, Lots may be leased, provided the occupancy is only by the Lessee, his family and social guests with occupancy in accordance with Article 2 of this Declaration.

(a) Security Deposit In addition to the other requirements associated with a lease as stated in this section and elsewhere in this Declaration, the Association shall require a security deposit subject to the following terms and conditions. Upon approval by the Association of an approved lease as elsewhere provided herein and prior to occupancy of a Lot, the Owner of the Lot ("remitter / lessee") shall be required to remit to the Association certified funds in the amount of FIVE HUNDRED DOLLARS AND 00/100 (\$500.00) DOLLARS to be utilized as a deposit as hereinafter described. The sums shall be held in escrow by the Association pursuant to the following terms and conditions:

(i) All sums received by the Association under this provision will be kept in a non-interest bearing account and shall not be commingled with other funds of the Association.

(ii) The sums tendered relative to any lease shall be disbursed to the Association if there is damage to the common areas including but not limited to clubhouse facilities as a result of the negligence of the Lot Owner, his guests lessees, and invitees or as reimbursement to the Association should the Association fail to maintain the Lot in accordance with Article 2.6 of this Declaration.

After written notification of the termination of the lease the sum shall be

disbursed to the remitter / lessee within fifteen (15) days subject to any deductions for damages to the common area as provided above. Should there be damage to the common elements by the tenant, his guest or invitees, the Association shall be entitled to possession of the deposited funds. Any approval by the Association as elsewhere provided herein is conditional upon remittance of the security deposit and any occupancy without submission of the security deposit will be deemed the approval void and will subject the occupants to eviction.

(b) Approval of Leasing. All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. Within a reasonable time, not less than thirty(30) days prior to the commencement of the proposed lease term, an Owner or his agent shall apply to the Association, in accordance with the procedures set forth in this Article, for approval of such lease; if desired, the Board or its managing agent may prescribe the application form. The Association may waive the application requirement if the tenant/tenants has/have resided in the Lot pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests without the advance written approval of the Board. The Board may require the use of a uniform lease, or require the addition of an addendum, protecting the Association's interests. The Owner shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The Association may require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations. At the time of the giving of a notice to lease or rent his or her Lot, the Association may require the payment of a preset screening fee of \$100.00, or the maximum amount allowable by law, regardless of whether the Association incurs any out of pocket costs associated with the approval. The Association may require that the Owner perform the background investigation at his own expense and provide a copy of the result of the investigation to the Association. Should the Association elect to require the Owner to perform the background investigation, the aforementioned screening fee will still be required to be remitted. No fee shall be collected in connection with an application to renew a previously approved lease. The Association may further require a background investigation as to the proposed purchaser's or lessee's finances, credit history, criminal history, residential history or otherwise. The Board may designate a committee to review prospective leases which committee may be composed of at least one (1) Board member. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application, complete with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval.

(c) Each lease, or addenda attached thereto, shall contain an agreement of the lessee to comply with the Declaration and applicable Rules and Regulations and shall provide or be deemed to provide that any violations of the aforementioned documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise.

The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Owner shall have a duty to bring his or her tenant/tenants conduct and actions into compliance with the Declaration and applicable Rules and Regulations by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the Declaration and applicable Rules and Regulations, the Association shall then have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenant/tenants non-compliance with the aforementioned documents, including without limitation the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Owner which shall be secured by assessment and lien in the same manner as common expense charges.

(d) Disapproval of Lease. The Board may accept the recommendations of any committee organized to review applications but is not bound to do so. Approval of the Association shall be withheld only if a majority of the entire Board so votes and its decision must be reasonable. The Board (or its designated committee) may consider such factors including, but limited, to the existence of a criminal record of the proposed lessee (or any proposed occupants of the Lot under a lease). The Board (or its designated committee) may also consider the financial history of the proposed lessee. The Board may consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

(i) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations Documents or the occupancy is inconsistent with the aforementioned documents.

(ii) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

(iii) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.

(iv) The Owner allows a prospective lessee to take possession of the premises prior to approval by the Association as provided for herein.

(v) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, commLoties or Associations.

(vi) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(vii) All assessments, fines and other charges against the Lot have not

been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

(e) Responsibility of Owner for Lessees. The Owner shall be responsible for the negligence, conduct, acts, or omissions of the Owner's Guests, Lessees and Invitees. The Owner shall be responsible for any damage caused to the Association's common areas by the Owner's Guests, Lessees and Invitees . In the event of non-payment by the Owner of any damage to the common areas, such amounts will be considered assessments and collectable in the manner as provided in Article VIII of this Declaration.

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ELDORADO  
ESTATES ASSOCIATION, INC.**

**WE HEREBY CERTIFY THAT** the attached amendment to the Declaration of Covenants and Restrictions for Eldorado Estates Association, Inc. as recorded in Official Records Book 38277 at Page 955, et seq. of the Public Records of Broward County, Florida was adopted by a majority of a quorum of lot owners voting, in person or by proxy, at a meeting held on June 24, 2021.

**IN WITNESS WHEREOF**, we have affixed our hand this 24<sup>th</sup> day of June, 2021 at Plantation, Florida

**ELDORADO ESTATES ASSOCIATION, INC.**  
a Florida not-for-profit corporation

By: [Signature]

Geoffrey Ellison, President

By: [Signature]

Kelly McCallum, Secretary

**WITNESS**

Sign: [Signature]

Print Name: Kristen Velez

Sign: [Signature]

Print Name: Elisha Franz

**STATE OF FLORIDA  
COUNTY OF BROWARD**

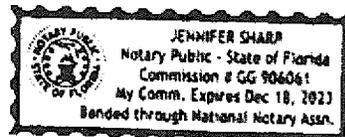
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2021, by Geoffrey Ellison, as President and Kelly McCallum, as Secretary of Eldorado Estates Association, Inc. a Florida not-for profit corporation.

Personally Known  OR  
Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**NOTARY PUBLIC-STATE OF FLORIDA**

Sign: [Signature]

Print: Jennifer Sharp



**AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR EL DORADO ESTATES ASSOCIATION, INC.**

**Proposed Amendment to the Declaration (Additions are indicated by underline; deletions by -----)**

**New Provisions to Article II as follows:**

2.13 Cap On Leasing. Ten (10) Lot Cap on Rentals. Notwithstanding anything contained herein to the contrary, once the number of Lots rented equals ten (10) or greater of the total number of Lots within the Association, the Board may, in its absolute and sole discretion, prohibit the further leasing of Lots until such number of rented Lots again equals ten (10) or less of the total number of Lots within the Association. The Board may, in its sole and absolute discretion, may waive or abate this provision in the event of hardship. If the number of leased Lots exceeds ten (10) at the time of the recording of this Amendment, those Lot Owners who are currently leasing their Lots may continue to lease their Lots until the termination of the then current lease (or any renewal thereof). For the aforementioned owners, at the termination of the then current lease (or any renewal thereof), the aforementioned owners will then be governed by the "cap" on leases as set forth in this paragraph. The Association may adopt reasonable rules and regulations regarding the "cap" on leases such as wait lists.

2.14 Shingle Roofs. In order to enhance the beauty of the community, the Association will no longer approve a roof replacement of an existing tile roof with shingles (or similar material). Those owners who currently have tile roofs will only be able to replace the tile roof with tile. Those owners who currently have shingle roofs will be able to replace their shingle roofs with shingles or tile.

**Amendments to Article IX as follows:**

**Amendments to Article 9.6 (b)**

(b) Approval of Leasing. All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. Within a reasonable time, not less than thirty(30) days prior to the commencement of the proposed lease term, an Owner or his agent shall apply to the Association, in accordance with the procedures set forth in this Article, for approval of such lease; if desired, the Board or its managing agent may prescribe the application form. The Association may waive the application requirement if the tenant/tenants has/have resided in the Lot pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests without the advance written approval of the Board. The Board may require the use of a uniform lease, or require the addition of an addendum, protecting the Association's interests. The Owner shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a

personal interview, if desired by the Board, prior to the approval of such lease. The Association may require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations. At the time of the giving of a notice to lease or rent his or her Lot, the Association may require the payment of a preset screening fee of ~~\$100.00~~ \$265.00, ~~or the maximum rate allowable by law~~, regardless of whether the Association incurs any out of pocket costs associated with the approval. The Association may require that the Owner perform the background investigation at his own expense and provide a copy of the result of the investigation to the Association. Should the Association elect to require the Owner to perform the background investigation, the aforementioned screening fee will still be required to be remitted. No fee shall be collected in connection with an application to renew a previously approved lease. The Association may further require a background investigation as to the proposed purchaser's or lessee's finances, credit history, criminal history, residential history or otherwise. The Board may designate a committee to review prospective leases which committee may be composed of at least one (1) Board member. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application, complete with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval.

#### **Amendments to Article 9.6 (d)**

(d) Disapproval of Lease. The Board may accept the recommendations of any committee organized to review applications but is not bound to do so. Approval of the Association shall be withheld only if a majority of the entire Board so votes and its decision must be reasonable. The Board (or its designated committee) may consider such factors including, but limited, to the existence of a criminal record of the proposed lessee (or any proposed occupants of the Lot under a lease). The Board (or its designated committee) may also consider the financial history of the proposed lessee. The Board may consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

(i) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations Documents or the occupancy is inconsistent with the aforementioned documents.

(ii) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony, ~~involving violence to persons or property, or demonstrating dishonesty or moral turpitude.~~

(iii) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.

(iv) The Owner allows a prospective lessee to take possession of the premises prior to approval by the Association as provided for herein.

(v) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or Associations.

(vi) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(vii) All assessments, fines and other charges against the Lot have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

(viii) The applicant failed to meet the minimum financial criteria which may be established from time to time by the Association. If the Association chooses to establish a minimum credit score such determinative score shall be that obtained by the Association.