

CERTIFICATE OF AMENDMENT/ADDITION TO THE DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS, BYLAWS FOR SILVERLAKES PHASE IV ROADWAY ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT is executed this 8 day of August, 2012, by SILVERLAKES PHASE IV ROADWAY ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as (“Association”).

WHEREAS the Association has been established for the operation of Phase IV Roadway Association, Inc., in accordance with the Declaration of Covenants, Conditions, and Restrictions and related documents which were recorded in Official Records Book 25628, Page 0953 of the Public Records of Broward County, Florida, and as subsequently amended (the “Declaration”); and

WHEREAS at a duly noticed Special Meeting of the Members and the Board of Directors held on the Seventh day of July 11, 2012 (the “Special Meeting”) at which a quorum of the owners were present and in person and by proxy and a quorum of Directors were present in person, an amendment to Article X Section Q, of the Declaration was submitted to the owners and Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration the proposed amendment to Article X sections Q, of the Declaration was approved.

NOW, THEREFORE, the Association does hereby state the following:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Deletions are indicated by **strikeout**, additions by **underlining**.
3. Article X Section Q of the Declaration is hereby amended as follows:

Q. Leases

Rental of Units. No Unit Owner may dispose of a Unit or any interest therein by lease without the prior written approval of the Association. Notwithstanding any other provisions contained in this Declaration, under no circumstances may any Unit Owner rent or lease his/her Unit during the first year of ownership of the Unit. The one (1) year period shall commence upon the recordation of a deed in the public records of Broward County, Florida or the issuance of a certificate of title or other instrument evidencing acquisition of ownership. All leases or rental agreements must be in writing. All leases, addendums, and lease renewals shall be on forms approved by Association and shall provide and/or be deemed to provide that the Association shall have the right to terminate the lease and bring an action for eviction upon default by the tenant or other occupant of the demised Property in observing any of the provisions of this declaration, the Articles and By-Laws of Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Association or administered by Association. All leasing of Property shall be subject to the prior written approval of Association, in its sole discretion, and shall be subject to an application and screening process which may include, but is not limited to, credit check, employment, criminal background check and personal reference investigations. No proposed Tenant shall be accepted without submitting to the screening process as outlined above. The Association, in its sole discretion, may charge a reasonable fee to each applicant screened under this provision not to exceed one hundred dollars (\$100.00). As a condition to the approval by Association of a proposed lease of a Unit, Association has the authority to require a security deposit in an amount not to exceed the equivalent of one month's rent be deposited into an account maintained by Association as permitted by Florida Law. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All lease or rental agreements shall be for a term of 12 months. No Owner may enter into more than one lease during any 12-month period of time irrespective of whether a tenant voluntarily vacated the Unit, has been removed through eviction proceedings or otherwise. Any and all lease renewals must be approved by the Association prior to the anniversary of the lease. If the Unit Owner shall lease his Unit, he shall remain liable for the performance of all agreements and covenants in the governing documents, and shall be liable for the violations by his lessee of any and all use restrictions. The owner leasing his Unit, shall have the obligation and

responsibility to advise the lessee of his Unit of all the Association's rules and regulations appertaining to the use of the Unit.

Assignment of Rents By Delinquent Unit Owners. If the Association approves the proposed lease, and during the lease term the Owner becomes delinquent in the payment of an assessment, and/or other charge of any nature kind or description due to the Association, the Association shall have the authority to directly collect the rental payments from the Owner's Tenant. Such rental payments collected from tenant shall be collected and applied in accordance with the procedures established by the Board. Owner and Tenant each agree that Tenant shall pay to the Association, and not to Owner, all recurring installments of Rent owed to the Owner under said lease upon Tenant's receipt of the Association's written demand for payment of Rent based on the delinquency of Owner's obligations to pay assessments to the Association. Owner agrees, for as long as Owner remains delinquent in the payment of an assessment, that Tenant's payment of Rent under the lease to the Association shall not constitute nonpayment of Rent under the lease. The Owner irrevocably appoints the Association, without recourse, as Owner's agent and attorney-in-fact in Owner's place and stead to collect from tenant each installment of Rent due Owner under said Lease, for as long as Owner remains delinquent in Owner's obligation to pay assessments to the Association. Except for accounting to Owner for each installment of Rent received by the Association from Tenant pursuant to these provisions, Association assumes no responsibility to owner and/or Tenant as "landlord" under said Lease and/or under Part II of Chapter 83, Florida Statutes, Owner and Tenant acknowledge and agree that provision of this paragraph create only a facility of payment of Rent owed under the lease to Owner to be paid directly by Tenant to the Association to be applied toward the Owner's delinquent obligations to the Association to pay assessments to the Association. Owner and Tenant each covenant and agree that they accept the Association's disclaimer of any responsibility as "landlord" to either party under said Lease and/or Part II of Chapter 83, F.S., and each party agrees to and does hereby indemnify and hold harmless the Association, including attorney's fees at all levels, for any claims arising out of said lease.

4. All other sections of the Declaration remain unchanged.

(Acknowledgments continue on next page)

IN WITNESS WHEREOF, the undersigned have set their hands and seal this

08 day of August, 2012.

Witness

By: Kathryn A. McCommon
Print: KATHEYN A. McCommon

PHASE IV ROADWAY
ASSOCIATION, INC.

By: Dorina Wise
Print: DORINA WISE

By: Linda M. Ishida
Print: Linda M. Ishida
Title: President

By: Marlene Smith
Print: MARLENE SMITH

By: Marlene Smith
Print: MARLENE SMITH
Title: Secretary

By: Erlendo Gomez
Print: Erlendo Gomez

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8 day of August, 2012 by Linda Ishida as President and by Marlene Smith as Secretary, respectively of Phase IV Roadway Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced _____ as identification and did/did not take an oath

Deborah Lisiewski
Signature of Notary

My Commission Expires:

