

Record and return to:  
Iglesias Law Group, P.A.  
15800 Pines Boulevard  
3rd Floor  
Pembroke Pines, Florida 33027  
David D. Iglesias, Esq.

**CERTIFICATE OF AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS,  
AND RESTRICTIONS FOR PENNBROOKE HOMEOWNERS' ASSOCIATION, INC.**

**WITNESSETH:**


**WHEREAS**, the Amended Declaration of Covenants and Restrictions for Pennbrooke Homeowners' Association, Inc., was duly recorded amongst the Public Records of Lake County, Florida in Official Records Book 0929 at Page 0084 et. seq.; and


**WHEREAS**, the requisite number of owners as required by the Amended Declaration of Covenants and Restrictions for Pennbrooke Homeowners' Association, Inc., have voted in the affirmative for the Amendment attached hereto as Exhibit "A"; and

**NOW THEREFORE**, the undersigned hereby certify that the attached Amendments are a true and correct copy of the Amendments to the Amended Declaration of Covenants and Restrictions for Pennbrooke Homeowners' Association, Inc., as approved,

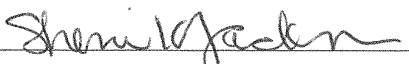
**IN WITNESS WHEREOF**, Pennbrooke Homeowners' Association, Inc., has executed this Certificate of Amendment to the Amended Declaration of Covenants and Restrictions for Pennbrooke Homeowners' Association, Inc., this 25<sup>th</sup> day of April, 2023.


**PENNBROOKE HOMEOWNERS' ASSOCIATION, INC.**  
a Florida not-for-profit corporation

By:   
Richard Ritter President

By:   
FLORENCE SUSAN TOY, Secretary

**WITNESS**

Sign:   
Print Name: Sherril C Jackson

Sign:   
Print Name: DOROTHY H MOORE

Certificate of Amendment  
Amended Declaration of Covenants and Restrictions  
Pennbrooke Homeowners' Association, Inc.  
Page 2 of 2

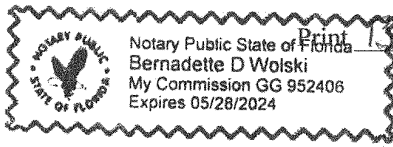
**STATE OF FLORIDA**  
**COUNTY OF LAKE**

The foregoing instrument was acknowledged, by means of  physical presence or  online notarization, this 25 day of APRIL 2023, by Richard Ritter as President of Pennbrooke Homeowners' Association, Inc., a Florida not-for-profit corporation.

Personally Known ✓ OR  
Produced Identification \_\_\_\_\_

**NOTARY PUBLIC- STATE OF FLORIDA**  
Sign Bernadette D. Wolski

Type of Identification \_\_\_\_\_



Print Bernadette D. Wolski

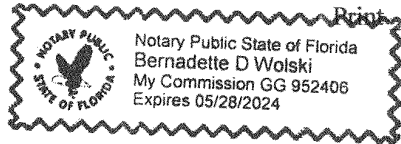
**STATE OF FLORIDA**  
**COUNTY OF LAKE**

The foregoing instrument was acknowledged, by means of  physical presence or  online notarization, this 25 day of APRIL 2023, by Floreana Sue Toy as Secretary of Pennbrooke Homeowners' Association, Inc., a Florida not-for-profit corporation.

Personally Known 4 OR  
Produced Identification \_\_\_\_\_

**NOTARY PUBLIC- STATE OF FLORIDA**  
Sign Bernadette D. Wolski

Type of Identification \_\_\_\_\_



Print Bernadette D. Wolski

EXHIBIT "A"  
AMENDMENTS TO ARTICLE XIV OF THE AMENDED DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR PENNBROOKE

The following Articles of the Amended Declaration of Covenants and Restrictions for Pennbrooke Homeowners' Association, Inc. ("The Declaration"), shall be amended as follows:

**Words underlined denote additions.**

**Words ~~stricken~~ denote deletions.**

**I. Amendment to Article XIV of the Declaration of Covenants, Restrictions and Easements for Pennbrooke Homeowners' Association, Inc.:**

**ARTICLE XIV  
CONVEYANCES**

In order to assure a community of congenial residents and thus protect the value of the home dwellings and to further the continuous development of PENNBROOKE community, the sale or lease of lots shall be subject to the following provisions:

1. **ADULT RESIDENCY REQUIREMENTS.**
  - A. Each residence shall be occupied by only one family, its servants, if any, and guests, as a residence and for no other purpose. Two or more unrelated adults who are also joint owners or joint lessees of a residence shall be considered a family under these use restrictions. The Development is designed, operated and maintained for the use and benefit, and to meet the social and physical needs, of persons 55 years of age or older. As such, every person who lives in any residence should, with certain exceptions described below, be an adult. For purposes of this restriction, an "adult" is a person 55 years of age or older, or a person over 40 years of age sharing residence with another occupant 55 years of age or older.
  - B. Notwithstanding the above restriction and express policy, the Association shall have the right to accept as an occupant of a lot a person who is not an "adult", as hereinabove defined, provided that such person is at least 18 years of age and further provided that at least 80% of the occupied homes in the Development comprising all the then platted sections of the Development, including the new occupant to be accepted, are occupied by at least one person 55 years of age or older. The Association shall have the right to require references and shall consider such factors as the age of the prospective occupant, and the apparent compatibility of said occupant and his interest with the interests of persons of age 55 and older, and shall have the power to forbid anyone not an adult hereunder and who has not been accepted hereunder from occupying a residence in the Development.
  - C. Guests and bona fide temporary visitors under eighteen (18) years of age are permitted provided the owner or lessee of the residence, or one of them, is also occupying the residence during such visit.

- D. The Association shall administer the provisions relating to the age restrictions, above. Any and all purchasers and lessees in the Development shall, by virtue of these deed restrictions and the acceptance of their title or leasehold, be deemed to have agreed to advise any and all of their prospective grantees or tenants of the age requirements set forth herein and, further, to have agreed to provide, and consequently they shall provide, age information about any and all proposed grantees or tenants along with information disclosing the age of any one who might be expected to take up residence at the Development pursuant to such grant or lease. All grantees and lessees at the Development agree for themselves, their grantees, lessees, heir and assigns that they will make no such grant or lease unless and until approval has been given by said Association. The Association shall not arbitrarily withhold approval but it shall withhold approval as necessary to maintain the status of the Development as an adult community under State and Federal law; and all present and future owners of any interest in the Development as it exists from time to time, including the Developer for himself and on behalf of any assigns, agree to abide by the decisions of the Association.
2. The owner shall notify the Association in writing of their intention to sell or lease their lot or parcel and furnish the Association with notification of same by providing a copy of the contract for sale or lease, whichever is applicable. Any and all lease agreements between an owner and a lessee of such owner's lot and home shall be in writing and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state who will be responsible for the assessments as stated above, and, as previously stated, it shall be the obligation of all owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, an owner, by leasing a lot, automatically delegates the right of use and enjoyment of the common area and facilities to the lessee; and in so doing, said owner relinquishes said rights during the term of the lease agreement. No lot or home may be rented for any period that is less than three (3) months, and no owner may rent a lot or home more than three (3) times in any calendar year (regardless of whether a lease has been terminated prior to the end of its term). Short term rentals of a lot either directly by the owner or by the owner through an online marketplace and hospitality service website (e.g. Airbnb) is strictly prohibited.
3. Upon receipt of a copy of the contract for sale or lease, the Association shall, within ten (10) business days issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser of the lot to furnish the Association with a recorded copy of the deed or conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to execute a copy of the rules and regulations of PENNBROOKE, acknowledging that he takes title subject to those rules and regulations which he agrees to abide by. The Association shall then retain one signed copy in the Association's records, and furnish one copy to the purchaser or lessee.

4. ~~Except as provided in paragraph 5 below, it is not the intention of this Article to grant to the Association, a right of approval or disapproval of purchasers or lessees. It is, however,~~ the intent of this paragraph to impose an affirmative duty on the owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration of Covenants which run with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.
  
5. Notwithstanding the provisions of Article XV, paragraph 3 above, in the event that an owner is delinquent in paying any assessment, or the owner or owner's buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Declaration of Covenants and Restrictions for PENNBROOKE, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of any provision of said Declaration of Covenants and Restrictions is corrected.

**II. Except as specifically amended and modified herein, all other sections of the DECLARATION shall remain unchanged and in full force and effect according to their terms.**

**[THIS SPACE INTENTIONALLY LEFT BLANK]**