

Prepared by and Return to:
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**CERTIFICATE OF AMENDMENT TO THE SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF
PEARL LAKES FOR CHELSEA ESTATES**

THIS CERTIFICATE OF AMENDMENT is executed this 31 day of May 2021,
by Chelsea Estates Homeowners' Association, Inc., a Florida non-profit corporation
(hereinafter referred to as the "Association").

RECITALS

WHEREAS, the Association has been established for the operation of **CHELSEA ESTATES** in accordance with the **DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF PEARL LAKES FOR CHELSEA**, the Supplemental Declaration of Restrictions and Protective Covenants for Pearl Lakes for Chelsea Estates, recorded on March 17, 2003, in Official Records Book 21103, on Page 1347, of the Public Records of Miami Dade County, Florida, an all amendments and supplements thereto (the "Declaration").

WHEREAS legal description of Chelsea Estates as follows:

Lots 1-11 (inclusive) of Block 1, Lots 1-16 (inclusive) of Block 2, Lots 1-6 (inclusive) of Block 3, Lots 1-28 (inclusive) of Block 4, Lots 1-53 (inclusive) of Block 5, Lots 1-4 (inclusive) of Block 6, Lots 1-12 (inclusive) of Block 7, Lots 1-18 (inclusive) of Block 8, Lots 1-7 (inclusive) of Block 9,

And

Tracts A, B, C, E, F, J & I of Pedro Alberto Subdivision, according to the plat thereof, recorded in Plat Book 150, at page 91.

And

All Pedro Alberto Subdivision replat, according to the plat thereof, recorded in Plat Book 153, at Page 57.

ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

WHEREAS, pursuant to Article VI of the Supplemental Declaration, and as may be amended, the following amendments were approved by an affirmative vote of 51% of all the Unit Owners in accordance with the provisions of Article VI, Section 6.03 of the Declaration.

NOW THEREFORE, the Association does hereby state as follows:

1. New language is indicated by underlined type.
Deleted language is indicated by ~~struck through type~~.
2. The Declaration is being amended to add Article VII, LEASING as follows:

Article VII Leasing

7.01 All Unit Owner must notify the Association, or management firm of his/her intention of leasing or renting their property. Association approval is required before any leasing or rental of the property. Approval to proceed with your leasing or rental is conditioned on the assurance that the Unit Owner's lease or rental does not surpass the required 10% maximum rental rule at Chelsea Estates. There shall be no more than 10% of all units leased or rented at Chelsea Estates.

7.02 No Unit Owner may lease or rent his Unit if delinquent in the payment of any Assessments. The Unit Owner renting or leasing such owner's unit shall promptly notify the Association, or Management Firm of each renter and term of such rental or lease. The sub-leasing or sub-renting of a Unit Owner's interest is not permitted. The use of part of the Owner's Unit may not be used as a Short-Term rental including but not limited to Airbnb rentals. Short Term rentals are not permitted at Chelsea Estates. The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease to be used by all Unit Owners intending to rent or lease after said notice and provide such form as a Common Expense. An addendum will be added to those leases that do not cover or included some of the mandates or requirements for renting or leasing a unit at Chelsea Estates. Entire Units only may be rented, provided the occupancy is only the lease and his family and guests. All rental agreements must be sent to the office for approval within thirty (30) days in advance of arrival. All leases must be approved by the Association. Notwithstanding the above, leases may be for not less than twelve (12) months and not more than two (2) times per year.

7.02 A tenant of a Unit shall have all of the use rights in Chelsea Estate Subdistrict Property and Common Elements otherwise readily available for use generally by Unit Owners and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law.

7.03 No unit may be leased until it has been owned by unit owner for a least two (2) years (twenty-four months). No more than 10% of the units can be investor-owned/rentals at Chelsea Estate. A waiting list will be maintained by the Association to ensure compliance of this provision as it relates to the 10% maximum allowance

for rentals at Chelsea Estate. All leases must be approved by the Association. All leases must provide the agreement of the lessee(s) to abide by all of the Covenants and Rules and Regulations of the Chelsea Estate Homeowner Association's governing documents; that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction; that the lessee and owner agree that the Chelsea Estate Homeowners' Association may proceed directly against such lessee(s) and; that the owner(s) and the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees at all trial appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them, and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term and must be signed by the Lessee, Lessor and a Board member of the Chelsea Estates Homeowners' Association.

7.04 The Association may charge a fee in connection with the approval of any lease or other transfer of a Unit requiring approval, provided, however that such fee may not exceed \$100 per applicant, other than husband/wife which are considered one applicant, or an amount designated by the Florida Statutes, as amended from time to time, whichever is greater, to cover the costs of reviewing the lease, examining records and interviewing the Tenant and provided further, that if the lease is a renewal of a lease with the same lessee no charge shall be made, although a new lease will be entered into and sent to the Association for its records.

7.05 The Association may charge a security deposit up to one (1) month's rent or in an amount determined by the Board of Directors and Florida Statute 718, as amended from time to time, and may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenant(s) (as determined in the sole discretion of the Association). Payment of interest claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

7.06 The Association shall have the right to terminate a lease and evict tenant upon a violation of the Governing Documents, Florida Statute and/or any illegal activity. All legal fees and costs suffered by the Association shall be the Owners responsibility.

IN WITNESS WHEREOF, the undersigned have executed the Certificate of Amendment this 31 day of May 2021.

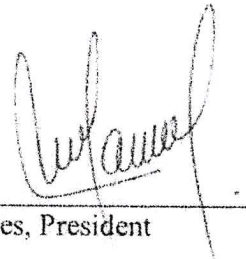
Signed in the presence of:

Chelsea Estates Homeowners' Association,
Inc., a non-for-profit corporation.

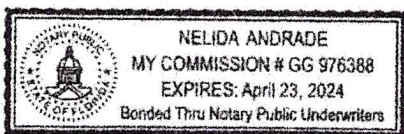

Elizabeth Ruiz

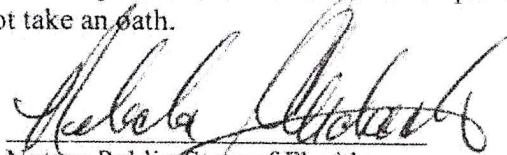

Nelida Andrade

State of Florida)
County of Miami-Dade)


Olga Maritza Meneses, President

The foregoing instrument was acknowledged before me this 31 day of February 2019, by Olga Maritza Meneses, as President of Chelsea Estates Homeowners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation. Who is personally known to me and did not take an oath.




Notary Public-State of Florida
Printed Name: Nelida Andrade
My Commission Expires: