

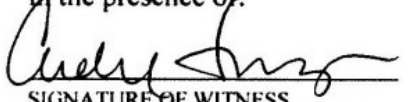
Instrument Prepared by:
Steven B. Katz, Esquire
Law Office of Steven B. Katz, P.A.
4300 North University Drive, Suite A106
Lauderhill, FL 33351
(954) 726-0805

**CERTIFICATE OF AMENDMENTS TO THE
RULES & REGULATIONS FOR
ELDORADO PLAZA WEST ASSOCIATION, INC.**

WE HEREBY CERTIFY that the attached amendments to the Rules & Regulations of ELDORADO PLAZA WEST ASSOCIATION, INC., adopted by the Association at a duly noticed meeting on October 9, 2018, in accordance with the provisions contained in the Declaration of Condominium for the Association (recorded in Official Records Book 3295, Page 533, in the Public Records of Broward County, Florida), the Bylaws and the applicable laws of the State of Florida, and they do not contravene any restrictions contained in the documents referenced herein.

IN WITNESS WHEREOF, the Association has caused this Certificate to be signed in its name, by its duly appointed Receiver this 18th day of JULY, 2022.

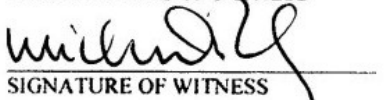
Signed, sealed & delivered
in the presence of:



SIGNATURE OF WITNESS

CINDY LORENZO

PRINTED NAME OF WITNESS



SIGNATURE OF WITNESS

MICHAEL R. EMERY

PRINTED NAME OF WITNESS

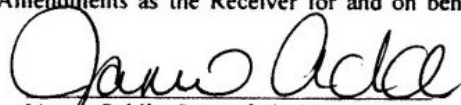
ELDORADO PLAZA WEST
ASSOCIATION, INC.

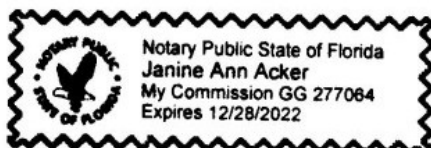
BY: 
CAROL ESKEW, Receiver

STATE OF FLORIDA)
COUNTY OF BROWARD)

The Foregoing Instrument was SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me by means of [X] physical presence or [] online notarization this 18th day of JULY, 2022, by CAROL ESKEW, as the duly appointed Receiver for ELDORADO PLAZA WEST ASSOCIATION, INC., a Florida non-profit corporation who is personally known to me or who has produced her Florida driver's license as identification and she acknowledged before me that she executed the foregoing Certificate of Amendments as the Receiver for and on behalf of the Association after having been duly authorized to do so.

My Commission Expires:


Notary Public, State of Florida
JANINE ACKER
Printed/Stamped Name of Notary Public



ELDORADO PLAZA WEST CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

These Rules and Regulations, having been approved at a duly noticed meeting on October 9, 2018 supersede all former rules and regulations whether recorded or not.

- 1) **Transfers of Ownership and Occupancy** – Owners shall receive prior written approval of all sales and leases pursuant to the Screening Protocol, a copy of which is attached hereto and made a part hereof. This Screening Protocol may be revised by the Board of Directors at a properly noticed board meeting.
- 2) **Moving in and out of Units** – Anybody in a unit on or above the second floor that is moving in or out of a unit or having furniture or other large packages delivered shall do so only after providing 24 hours written notice to management so that management may arrange to have the protective pads put up in the elevators. Failure to do so that results in damage to the elevators or other common elements shall result in an assessment against the unit for the cost of repairs of such problems.
- 3) **Collection of Delinquent Assessments** – The collection of assessments shall be pursuant to the Collection Protocol, a copy of which is attached hereto and made a part hereof. This Collection Protocol may be revised by the Board of Directors at a properly noticed board meeting.
- 4) **Occupancy** – The Association shall follow HUD's interpretation of the Two-Heartbeat per Bedroom rule as it may be changed by HUD from time to time.
- 5) **Storage Rooms** – Nothing may be stored or placed outside of storage lockers. Each unit is assigned a locker. The locker is a limited common element of the condominium. Shopping carts shall not be stored in units or storage lockers.
- 6) **Clubhouse Rules** – The clubhouse is a common element. The clubhouse may be reserved but this will not keep other owners from entering the clubhouse during the time of the reservation. The clubhouse may only be reserved by a single party at any given time. In order to reserve the clubhouse, the owner must be in good standing with the association and the owner must complete the Clubhouse Reservation Form and deposit \$100 with management. This deposit shall be refunded after an inspection of the clubhouse determines that the clubhouse was left in the same condition from prior to the reservation. The clubhouse is not to be used for any commercial purpose.
- 7) **Pool Rules** – There is no lifeguard on duty. You swim at your own risk. Children under the age of 13 must be accompanied by a responsible adult. No animals are permitted in the pool. Only appropriate swimwear is permitted in the pool. Children who are not toilet-trained must wear swim diapers. Swimmers must shower before entering the pool. The pool water is not potable. Do not drink the pool water. Lounges and chairs must be covered by towels before use. Nothing shall be draped over the pool fences. No audible music shall be played at the pool. There shall be no smoking, running, jumping, or ball playing in the pool area. There shall be no food or coolers in the pool area. No glass is permitted in the pool area. Beverages must be contained in plastic

containers. The bathing load is 22 people. The pool hours are from dawn until dusk. People in the pool area outside of those hours are trespassing. Do not use the pool if you are ill. No diving.

- 8) **Common Areas** – Common Areas shall consist of the lobbies, stairways, catwalks and other areas commonly-owned by all of the owners. Owners shall not place or cause to be placed any furniture, bicycles, clothing or anything else in the Common Areas.
- 9) **Trash Disposal** – It is prohibited to dispose of trash other than the disposal installations provided for such trash disposal. All trash is to be enclosed in plastic bags and securely tied before disposal. Large items, including, but not limited to: furniture, appliances, and large packing boxes, may not be disposed of in the trash bins or sent down the trash chutes. All boxes must be flattened before disposal. Large items may only be disposed by contacting the Hallandale Beach City Sanitation Department for pickup. All such items must remain in your unit until the City has arrived for pickup.
- 10) No resident shall post any advertisement or poster of any kind in or on the property unless done so at the Board's request.
- 11) From time to time, the association may need to enter your unit for inspection, maintenance or repair of the common elements. The association shall do so and the owners shall permit such entry pursuant to the Entry Protocol, a copy of which is attached hereto and made a part hereof. This Entry Protocol may be revised by the Board of Directors at a properly noticed board meeting.
- 12) Construction, repairs, moving in or out of a unit and bulk deliveries to a unit will be permitted Monday through Saturday, 8 am through 5 pm, other than emergencies as determined by the Board in their reasonable discretion.
- 13) No unit owner shall make any alteration or improvement to the common areas of the association.
- 14) The condominium is split between property owned and maintained by the association and property owned and maintained by individual owners. The declaration defines the split between the association-owned property and the owner-owned property as the unfinished interior surface of the drywall. If anything requires maintenance or repair behind the drywall, this is an association responsibility. Contact management and they will arrange for the required service to be performed. If anything requires maintenance or repair in front of the drywall, that is the unit owner's responsibility. Unit owner's shall only use licensed and insured contractors to perform any service on their units. Before a contractor comes to the property, the contractor shall submit its license and insurance to management. The contractor shall not come on the property before being approved by management. Management shall not disapprove any contractor who provides proper licensing and insurance.
- 15) **Screen Rooms/Patios** – The screen room/patios are meant to contain patio furniture and a limited amount of plants. Nothing else may be kept in these rooms.
- 16) No owner or resident shall install anything that affixes to the common area of the property without prior written approval of the board.

- 17) Clothing washers and dryers are prohibited in the units as the buildings were not designed to support the increased load on the water, drainage and electricity.
- 18) Unit owners, occupants, and their contractors are prohibited from entering onto the roofs. Similarly, unit owners, occupants and their contractors are prohibited from tampering with common element valves, electrical equipment, elevator equipment, pool equipment or any other common element equipment.
- 19) If a unit owner, occupant, guest, invitee, or contractor causes any damage to the common properties, the association shall enact the necessary repairs and assess the unit for the related expenses.
- 20) The landscaping on the property is a common elements. Owners are not permitted to make their own plantings outside of their units.
- 21) Anybody staying in a unit for less than 21 days in a year is deemed a guest of the unit owner or occupant. Anybody staying in a unit for more than 21 days in a year is deemed a tenant and must submit to the association for approval. Such applicants may only be screened for behavioral issues.
- 22) Pets – Subject to local, state and federal standards, this is a pet-free community. Owners, occupants or guests having service animals or emotional support animals shall bring them on the property only after such animal is approved by the board.
- 23) Parking – Each unit shall be assigned one space. No unit shall permanently occupy more than two spaces in the parking lot. Nothing other than motor vehicles may be stored in the parking spaces without prior written approval of the board.
- 24) No Smoking – There shall be no smoking in the common areas unless otherwise designated by the board.

Resolution
for
Eldorado Plaza West Condominium Association, Inc.
Dated: October 9, 2018

At a meeting of the Board of Directors of Eldorado Plaza West Condominium Association, Inc., (hereinafter the "Association") held on the 9th day of October, 2018, the following resolutions were adopted:

WHEREAS, the Board of Directors is desirous of adopting a policy for reviewing applicants for occupancy within the Association whether by purchase, lease or otherwise.

RESOLVED, that the Board of Directors of the Association, pursuant to said provisions of the Declaration, Articles and the Bylaws, hereby adopts the application review standards attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Board of Directors of the Association, hereby adopts the residency procedures attached hereto as Exhibit B.

NOW THEREFORE, I, the undersigned, being the duly appointed Court Receiver of Eldorado Plaza West Condominium Association, Inc., do hereby subscribe and execute this Resolution and confirm that the above is a true and correct copy of the Resolution adopted at the Board of Directors meeting of Eldorado Plaza West Condominium Association, Inc., on October 9, 2018, together with the Minutes concerning such Resolution.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the Corporation, this 9th day of October, 2018, in Hallandale, Broward County, Florida.

ELDORADO PLAZA WEST
CONDOMINIUM ASSOCIATION, INC.

By: Carol Eskew
Carol Eskew, Receiver

EXHIBIT A
REVIEW STANDARDS FOR APPLICANTS FOR OCCUPANCY

All applicants who wish to reside within the Eldorado Plaza West Condominium community must comply with the following standards in order to be approved for occupancy:

- 1) All Applicants must have a credit rating of no less than 640.
- 2) All Applicants must have a combined debt-to-income ratio of no greater than 40%.
- 3) All Applicants must be able to prove a minimum household income of \$45,000 per year. Income verification must be in the form of the prior two paystubs and last year's tax filing.
- 4) No Applicant convicted of a felony within the past ten years shall be approved. Further, no Applicant convicted of a misdemeanor involving violence, theft, property damage, fraud or drugs within the past five years shall be approved. Notwithstanding anything to the contrary herein, no sex offenders shall be approved.
- 5) No Applicant with a negative residential history shall be approved. Evidence of negative residential history shall be in the form of court cases leading to eviction, court cases indicating a tendency to break association rules or interviews with prior landlords or other parties with supervisory abilities such as a homeowners or condominium association.
6. In the event that an applicant does not meet the first three requirements, the application may be revived with an agreement not to encumber if the unit is unencumbered by a mortgage or with a qualified guarantor.

**EXHIBIT B
RESIDENCY PROCEDURES**

Prior to taking up residency within an Association Unit, all individuals must submit an application for occupancy to the Association.

The Association shall follow the application rules set by Broward County as the County may revise them from time to time.

Approved tenants must submit a copy of their lease to the Association.

Resolution
for
Eldorado Plaza West Condominium Association, Inc.
Dated: October 9, 2018

At a meeting of the Board of Directors of Eldorado Plaza West Condominium Association, Inc., (hereinafter the "Association") held on the 9th day of October, 2018, the following resolution was adopted:

WHEREAS, the Board of Directors is desirous of adopting a policy for collecting assessments from delinquent owners.

RESOLVED, that the Board of Directors of the Association, pursuant to said provisions of the Declaration, Articles and the Bylaws, hereby adopts the collection protocol attached hereto as Exhibit A.

NOW THEREFORE, I, the undersigned, being the duly appointed Court Receiver of Eldorado Plaza West Condominium Association, Inc., do hereby subscribe and execute this Resolution and confirm that the above is a true and correct copy of the Resolution adopted at the Board of Directors meeting of Eldorado Plaza West Condominium Association, Inc., on October 9, 2018, together with the Minutes concerning such Resolution.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the Corporation, this 9th day of October, 2018, in Hallandale, Broward County, Florida.

ELDORADO PLAZA WEST
CONDOMINIUM ASSOCIATION, INC.

By: Carol Eskew
Carol Eskew, Receiver

**EXHIBIT A
COLLECTION PROTOCOL**

1. The Association's monthly Maintenance Assessments are due on the first day of each month and considered late if not received on or before the 10th day of each month. If an Owner's monthly Maintenance Assessment is not received by the Association by the 10th day of each month, or in the event of a special assessment, if an Owner's special assessment is not received by the Association by the 10th day of the special assessment's due date, the Association through its financial management company, shall provide written notice to the Owner of their delinquency.
2. If no response to the Association's financial management company's letter is received prior to the end of the 45th date from the day the assessment was due, the Association's financial management company shall send a second letter to the Owner stating that if the balance is not paid in full within 15 days, the account shall be turned over to the Association's attorney for collection.
3. If no response to the Association's financial management company's second letter is received prior to the 15th day from mailing, the Association financial management company shall forward the delinquent Owner's account to the Association's attorney. The Association's attorney shall then provide a Notice of Intent to Lien letter to the Owner allowing the Owner thirty (30) days to pay the delinquency, including all attorney's fees, late fees and interest accrued in the collection of such Assessment obligations.
4. If there is no response to the attorney's letter in the thirty (30) days as specified in the Notice of Intent to Lien letter, the attorney shall file a Claim of Lien in the Public Records of Broward County, Florida, and the Owner shall receive a thirty (30) day notice of the Association's intention to foreclose its lien which shall include a detailed claim setting forth all past due assessments and collection costs due and owing (including late penalties and interest, if applicable).
5. Once the thirty (30) day notice of intent to foreclose period has expired, the Association's attorney shall be authorized to commence preparation of a title search, and issue a letter to the Association setting forth the record title owner of the Unit, a list of the encumbrances to the title of the Unit, and may include a recommendation to foreclose the Association's lien. Upon receipt of the attorney's letter, the Association may proceed with a foreclosure action against the Owner in the Circuit Court in and for Broward County, Florida, or, may forego filing a foreclosure action and file an action in the County Court in and for Broward County, Florida, to obtain a money judgment against the Owner.

6. The Association's attorney is hereby authorized to accept settlement of any delinquency so long as such payment of the delinquent amount includes a 25% down payment and is paid in full within six (6) months, by six equal payments, from date of settlement and the Owner agrees to keep current all current and future Maintenance Assessments as they come due.

Resolution
for
Eldorado Plaza West Condominium Association, Inc.
Dated: October 9, 2018

At a meeting of the Board of Directors of Eldorado Plaza West Condominium Association, Inc., (hereinafter the "Association") held on the 9th day of October, 2018, the following resolution was adopted:

WHEREAS, the Board of Directors is desirous of adopting a policy for the required entry of the Association into units within the Association.

RESOLVED, that the Board of Directors of the Association, pursuant to said provisions of the Declaration, Articles and the Bylaws, hereby adopts the entry rights and requirements attached hereto as Exhibit A.

NOW THEREFORE, I, the undersigned, being the duly appointed Court Receiver of Eldorado Plaza West Condominium Association, Inc., do hereby subscribe and execute this Resolution and confirm that the above is a true and correct copy of the Resolution adopted at the Board of Directors meeting of Eldorado Plaza West Condominium Association, Inc., on October 9, 2018, together with the Minutes concerning such Resolution.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the Corporation, this 9th day of October, 2018, in Hallandale, Broward County, Florida.

ELDORADO PLAZA WEST
CONDOMINIUM ASSOCIATION, INC.

By:


Carol Eskew, Receiver

**EXHIBIT A
ENTRY RIGHTS AND REQUIREMENTS**

From time to time, the Association may be required to enter a unit within the Association in order to inspect, maintain, preserve or repair the common elements of the Association. In the event of a required entry:

- 1) If it is an emergency, including but not limited to fire, flood or medical necessity, the Association may enter your unit without any further notice than knocking on the door to the Unit.
 - A) If the owner is home, the owner shall let the Association or its contractors into the owner's unit to attend to the emergency.
 - B) If the owner is not home, the Association shall enter with a key provided by the unit owner. If the unit owner has not provided a working key to the Association, the Association shall employ a locksmith to obtain access to the unit and the cost of the locksmith shall be assessed against the unit being entered.
 - C) After entry into a unit that is unoccupied, the Association shall leave a note stating the purpose for the entry and secure the door after exiting the unit.
- 2) If it is not an emergency, the Association shall provide at least 48 hours written notice to the owner and occupant if other than the owner. Notice shall be posted on the door and mailed to the mailing address if the mailing address is other than the unit address.
 - A) If the owner is home, the owner shall let the Association or its contractors into the owner's unit to attend to the issue at hand.
 - B) If the owner is not home, the Association shall enter with a key provided by the unit owner. If the unit owner has not provided a working key to the Association, the Association shall employ a locksmith to obtain access to the unit and the cost of the locksmith shall be assessed against the unit being entered.
 - C) After entry into a unit that is unoccupied, the Association shall leave a note stating the purpose for the entry and secure the door after exiting the unit.

Please note that it is the unit owner's responsibility to keep a working copy of a key with management. The Association can't require you to provide a key but it can get rather expensive if you choose not to provide a key to your unit.

Resolution
for
Eldorado Plaza West Condominium Association, Inc.
Dated: October 9, 2018

At a meeting of the Board of Directors of Eldorado Plaza West Condominium Association, Inc., (hereinafter the "Association") held on the 9th day of October, 2018, the following resolution was adopted:

WHEREAS, the Board of Directors is desirous of adopting a policy for managing leaks in and among the units.

RESOLVED, that the Board of Directors of the Association, pursuant to said provisions of the Declaration, Articles and the Bylaws, hereby adopts the leak protocol attached hereto as Exhibit A.

NOW THEREFORE, I, the undersigned, being the duly appointed Court Receiver of Eldorado Plaza West Condominium Association, Inc., do hereby subscribe and execute this Resolution and confirm that the above is a true and correct copy of the Resolution adopted at the Board of Directors meeting of Eldorado Plaza West Condominium Association, Inc., on October 9, 2018, together with the Minutes concerning such Resolution.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the Corporation, this 9th day of October, 2018, in Hallandale, Broward County, Florida.

ELDORADO PLAZA WEST
CONDOMINIUM ASSOCIATION, INC.

By: Carol Eskew
Carol Eskew, Receiver

**EXHIBIT A
LEAK PROTOCOL**

1. The Member reporting the leak shall contact the management company. Failure to timely report the leak may result in the shifting of financial responsibility for some or all of the damage.

2. The Manager shall send a licensed and insured plumber to the unit experiencing the leak within two business days of receiving the report. If the leak appears to be emanating from another unit:

2(a) in the event it is a major leak, the Association shall check the key box. If the unit owner opts to keep a key in the key box, the Association shall enter the unit with the key for the purpose of stopping the leak. If the unit owner has not provided a key to the Association, the Association shall enter the unit pursuant to the Entry Protocol and stop the leak;

2(b) otherwise, pursuant to the Entry Protocol, the Association shall post notice on the unit from which the leak is emanating and at the appointed time, the owner of the unit shall permit access to the Association and the plumber for the purpose of stopping the leak. If the owner of the adjacent unit fails to permit the Association and the plumber into the unit at the appointed time, the Association shall enter the unit pursuant to the terms of the Entry Protocol in order to stop the leak. Further, the owner's failure to timely permit entry may result in the shifting of the financial responsibility for some or all of the damage.

3. Once the leak is abated, the plumber shall render a decision as to whether the leak emanated from a unit or a common element. The division of responsibility is decided by the declaration of condominium. Everything behind the drywall and including the drywall is a common element and is the Association's responsibility. Everything in front of the drywall is the unit owner's responsibility. Repairs to anything within a unit shall be paid for and be the financial obligation of the unit owner.

3(a) In the event the plumber determines that the leak emanated from within a unit owner, the unit owner shall be responsible for the cost of the plumber's inspections and repairs.

3(b) In the event the plumber determines that the leak emanated from within the common elements, the Association shall be responsible for the cost of the plumber's inspection and repairs.

4. The Association shall be responsible for all drywall repairs. As with #3 above, the cost of the drywall repairs shall exist with the unit owner or the Association depending on the plumber's determination of the source of the leak.

5. In the event that the Association's plumber performs a temporary leak repair or is unable to make a temporary repair and shuts off the water of the unit, the owner of the unit shall contract with their own plumber and provide a paid receipt within three days of notice from the Association. In the event that the owner of the unit fails to do so, the Association shall enter the

unit pursuant to the Entry Protocol, perform the necessary repairs and assess the cost of the same against the unit.

6. Each unit should be insured by an HO6 policy. Any unit owner who chooses not to carry such HO6 coverage assumes the risk of damage to that unit owner's unit.

7. Any damage from leaks affecting a unit, other than drywall, shall be repaired by that unit owner.