

Prepared by:  
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**CERTIFICATE OF AMENDMENT AND FIRST AMENDMENT TO THE  
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
OF  
LOS SUENOS**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

LOS SUENOS HOMEOWNERS ASSOCIATION, INC. ("Association"), a Florida not-for-profit corporation, by and through its undersigned officer, certifies that:

RECITALS:

WHEREAS, the Declaration of Conditions, Covenants, and Restrictions of Los Suenos was recorded on June 21, 2019, in Official Records Book 8117 at Page 163 of the public records of Escambia County, Florida ("**Declaration**")

WHEREAS, in accordance with Article Eight, Section 8.06 of the Declaration of Conditions, Covenants, and Restrictions of Los Suenos, the Declaration may be amended by Members holding seventy-five percent (75%) of voting interests in the Association;

WHEREAS, a duly noticed meeting of the Members was held on the 30<sup>th</sup> day of September, 2025, at which not less seventy-five (75%) of the Members holding voting interest in the Association, votes were received in accordance with Article Eight, Section 8.06 of the Declaration, approving this First Amendment to the Declaration.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:<sup>1</sup>

**Article Seven, Section 7.04 of the Declaration is hereby added in its entirety as follows:**

7.04. Leasing. Entire dwellings located on any Lot may be leased by an Owner for residential purposes only. However, any dwelling on any Lot shall be rented or leased for a period of not less than six (6) consecutive months. Rental of any portion or portions of less than the entire dwelling on any Lot to any third-party or invitee shall be strictly prohibited. Any Owner who leases their dwelling shall be responsible for the acts of their tenants, including, without limitation, for the violation of this Declaration and/or any rules and regulations

<sup>1</sup> Underlined words are being added; stricken words are being deleted.

promulgated by the Association hereunder. The Association may levy reasonable fines against a unit for the failure of the Owner, or the Owner's occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. No fine may exceed One Hundred and No/100 Dollars (\$100.00) per violation per day. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed Five Thousand and No/100 Dollars (\$5,000.00).

WHEREAS, all provisions of the Declaration not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby certifies the foregoing First Amendment to the Declaration was duly adopted and that the Association has caused this First Amendment to be executed by its President of the Board of Directors, this 21<sup>st</sup> day of December, 2025.

*[END OF TEXT. SIGNATURE PAGE FOLLOWS.]*

WITNESSES:

Deborah Madson  
 Print Name: Deborah Madson

Sonia Mason  
 Print Name: SONIA MASON

LOS SUENOS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

Tracy Richardson  
 By: Tracy Richardson  
 Its: President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 30th day of December, 2025, by Tracy Richardson as President of Los Suenos Homeowners Association, Inc., a Florida not-for-profit corporation.

Kimberley Coffey  
 NOTARY PUBLIC  
 Print Name: Kimberley Coffey

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

