

Prepared by and Return to:
Larry T. Cortez, Esq.
Wyant-Cortez & Cortez, Chartered
840 US Highway One, Suite 345
North Palm Beach, FL 33408
(561) 627-0009

FOURTH CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF ANDOVER AT WYCLIFFE, A CONDOMINIUM

THIS FOURTH CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF ANDOVER AT WYCLIFFE, A CONDOMINIUM is made this 5th day of November 2015, by Andover at Wycliffe Condominium Association, Inc. ("Association"), as follows:

RECITALS:

WHEREAS, that certain *Declaration of Condominium of Andover at Wycliffe, a Condominium*, was recorded on April 25, 1990, in Official Record Book 6431, Page 0622, of the Public Records of Palm Beach County, Florida; that certain *Certificate of Amendment to the Declaration of Condominium, Articles of Incorporation, and Bylaws of Andover at Wycliffe Condominium Association, Inc.*, was recorded on June 9, 1997, in Official Record Book 9832, Page 1332, of the Public Records of Palm Beach County, Florida; that certain *Certificate of Amendment to the Declaration of Condominium, of Andover at Wycliffe, a Condominium*, was recorded on February 9, 1998, in Official Record Book 10221, Page 0359, of the Public Records of Palm Beach County, Florida; that certain *Certificate of Amendment to the Declaration of Condominium of Andover at Wycliffe Condominium Association, Inc.*, was recorded on January 20, 2010, in Official Record Book 23650, Page 0619, of the Public Records of Palm Beach County, Florida; and,

WHEREAS, Article 8, Section (A)(2) of the said Declaration, as amended, provides that a proposed amendment to the Declaration may be approved by "not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the vote of the entire membership..."; and,

WHEREAS, the Association held a special meeting of the membership on September 17, 2015, and a special meeting of the Board of Directors on September 24, 2015, and at each meeting a vote was taken on each of the amendments contained on Exhibit "A" attached hereto; and the requisite majority vote of each body was obtained for the amendments' approval;

NOW THEREFORE, the President of the Association hereby certifies the following:

1. Each of the foregoing recitals is true and is incorporated here as if fully restated herein.
2. The amendments to the Declaration, set forth on Exhibit "A" attached hereto and incorporated herein, have been properly adopted by the affirmative, majority vote of the Board of Directors and by the affirmative, majority vote of the entire membership of the Association.
3. The adoption of the Fourth Amendment is evidenced by the minutes taken of each meeting and has not been revoked.
4. These amendments to the Declaration bind the land subject to the Declaration and operate as covenants running with the land.

NOW THEREFORE and IN WITNESS WHEREOF, Andover at Wycliffe Condominium Association, Inc., by and through its President and attested to by its Secretary, has hereunto set its hand and seal as of this 5th day of November 2015.

Signed, sealed & delivered in the presence of:

Alisia Scott
Witness

Printed Name: Alisia Scott

Leslie DiStefano
Witness

Printed Name: Leslie DiStefano

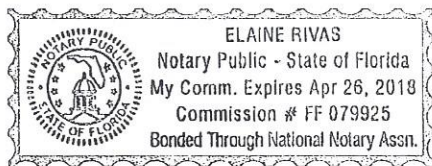
Andover at Wycliffe Condominium Association, Inc.

By: Ray Miller
Ray Miller, its President

Attest: Gerald Mayback
Gerald Mayback, its Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing Fourth Certificate of Amendment to Declaration of Condominium of Andover at Wycliffe, a Condominium was acknowledged before me this 5 day of November 2015, by Ray Miller and Gerald Mayback, the President and Secretary, respectively, of Andover at Wycliffe Condominium Association, Inc., on behalf of the corporation, who are personally known OR have produced _____ as identification.



Elaine Rivas
Notary Public

EXHIBIT "A" TO
FOURTH CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF
ANDOVER AT WYCLIFFE, A CONDOMINIUM

~
AMENDMENTS TO DECLARATION OF CONDOMINIUM

(Additions are denoted by double underlining; deletions are indicated by ~~strikethroughs~~; single underlining appears in the original text.)

I. Subsection 2.A. of the Declaration is amended to read:

A. "Act" or "Condominium Act" means and refers to the Condominium Act of the State of Florida, also known as chapter 718, Florida Statutes, as it may be amended from time to time in effect on the date of recordation of this Declaration of Condominium.

II. A subsection 2.V. of the Declaration is added to read:

V. "Tenant" means or refers to the occupant of a Unit who is not a Unit Owner of the Unit in question, regardless of whether

1. such occupant is an officer, manager, shareholder, member or other principal of an entity Unit Owner,
2. such occupant is family member of a Unit Owner, unless the occupant is an immediate family member (spouse, child, parent, sibling) who occupies the Unit simultaneously with the Unit Owner, or
3. such occupant occupies, has occupied or intends to occupy the Unit for a brief period of time, but in no event shall a brief period of time be deemed to be longer than thirty (30) consecutive days or cumulatively more than thirty (30) days in a calendar year.

III. Subsection 13.F. of the Declaration is amended to read:

F. Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate per annum equal to the highest permissible rate under the laws of the State of Florida, Additionally, and shall be subject to a late charge of the greater of \$25.00 or 5% of such delinquent assessment, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a \$25.00 late charge against the defaulting Unit Owner. Payments made shall be applied according to § 718.116(3) to interest first and then to principal. The Association shall furnish to the Mortgagee of any Unit upon its request, written notification of any default in Assessment payments of the Owner whose Unit is encumbered by that mortgage. A Unit Owner is jointly and severally liable with the previous owners for the payment of amounts not paid prior to the Unit Owner's acquisition of title, including assessments, interest, late fees, collection costs, attorney's fees reasonably incurred in the collection of said amounts, and all other such amounts for which any previous Unit Owner was liable due to any other previous Unit Owner's delinquency in the payment thereof. The liabilities

provided for herein continue from Unit Owner to Unit Owner until paid, are independent of any lien right of the Association, and no bankruptcy, dissolution, death, disability, foreclosure of a previous Unit Owner shall not inure to the benefit of any subsequent or otherwise liable Unit Owner. The Association shall not be deemed a Unit Owner for purposes of this paragraph.

IV. Subsection 13.I. of the Declaration is amended to read:

- I. The liability of any mortgagee of a first mortgage of record, or its successors or assigns shall be determined as provided by § 718.116(1)(a), Florida Statutes, so long as the mortgagee's mortgage was a first mortgage of record when given or was intended to be first mortgage of record by the securing of funds used to payoff and satisfy all previous mortgages upon the Unit. Where the Mortgagee of any mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the mortgage, or as a result of a deed given in lieu of foreclosure, such acquiror of title, acquiror's successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Unit or chargeable to the former Unit Owner of such Unit which became due prior to acquisition of title as a result of foreclosure (or acceptance of a deed in lieu thereof), unless such share is secured by a claim of lien for Assessments that is recorded prior to the recording of the Mortgagee. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquiror, acquiror's successors and assigns. It is understood that such acquiror shall be liable for acquiror's share of Common Expenses or Assessments attributable to acquiror's Condominium Unit from the date of acquiring said Condominium Unit. Except as provided in this Declaration, no Unit Owner may be excused from the payment of Unit Owner's proportionate share of the Common Expenses of the Condominium unless all Unit Owners are likewise proportionately excused from such payment.

V. Paragraph 18.A.2 of the Declaration is amended, to include addition of a new subparagraph 18.A.2(f), to read:

2. Lease --No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease or similar interest or document ("lease") or change occupancy, except to another Unit Owner who is not in default hereunder, without written approval of the Association, except to another Unit Owner, except as provided herein. Approval of a lease shall be restricted by the following provisions:
 - (a) No portion of a Unit (other than an entire Unit) may be rented.
 - (b) All leases must be in writing and shall be approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and

regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Leases shall be deemed to provide the foregoing provision whether or not expressly stated therein. ~~Leasing of Units shall also be subject to the prior written approval of the Association.~~

- (c) The Association shall require a reasonable security deposit for any lease or occupancy when the Owner of the Unit does not reside in the unit. The security deposit shall be used for any damages caused to the common elements and/or association property: for violations and/or fines etc. during the occupancy. Leasing of the Units shall also be subject to the prior written approval of the Association. During the lease term, only the approved tenants/occupants shall be permitted to reside in the Unit.
- (d) No Unit shall be leased for a term of less than three months, nor more than once during the period between October 1st and September 30 of the succeeding year, nor for more than twelve (12) months in duration. Extensions or renewals of any lease shall be deemed a new and separate lease for purposes of this Section 18.
- (e) To prevent the overtaxing the facilities, a Unit Owner whose unit is leased may not use the recreation or parking facilities during the lease term.
- (f) The Unit Owner shall be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to the property caused by the negligence of the tenant.
- (g) One of the grounds for disapproval of a proposed lease shall include, but is not limited to a Unit Owner being delinquent in the payment of assessments.
- (h) In the event an owner becomes delinquent in the payment of assessments to the Association while the unit is occupied by a tenant, the Association shall have the right to notify the tenant of such delinquency and demand that the tenant begin paying rental payments to the Association, until the delinquency is satisfied. During this period of time, the owner shall not have the right to file an eviction proceeding against the tenant for non-payment of rent.
- (i) As a further condition for approving a proposed lease, the Board of Directors shall have the right to require one quarterly payment of assessments to be deposited with the Association. These monies shall be utilized in the event the owner becomes delinquent during the term of the lease. If there remains funds available at the end of the lease term, the funds shall be returned to the owner.

(j) No Unit may be leased during the first twenty-four (24) months of ownership of the Unit, measured from the date of the most recent instrument conveying an interest in title to the Unit. In the event that a Unit Owner acquires title to a Unit with a tenant in possession under a lease previously approved by the Association, the Unit shall not be leased again until the twenty-four (24) month anniversary of the expiration of the approved lease. This prohibition against leasing during the first twenty-four (24) months of ownership of the Unit, however, shall not apply to transfers by gift, devise, or inheritance to a co-Owner of the Unit or to a member of the Unit Owner's immediate family or to a Unit owned by the Association. A Unit Owner's immediate family shall be defined as the Unit Owner's spouse, parents, children, grandparents, grandchildren, great-grandparents or siblings. This restriction prohibiting leasing during the first twenty-four (24) months of ownership of a Unit shall be effective when recorded in the Public Records of Palm Beach County, Florida, and shall apply to all transfers of any interest in a Unit occurring after such recordation, except that this prohibition shall not apply to transfers to the Association or to transfers by gift, devise or inheritance to a co-Owner of the Unit or to a member of the Unit Owner's immediate family as provided hereinabove. Any transfer or lease in violation of this provision shall be void.

VI. Subparagraph 18.B.1(b) of the Declaration is amended to read:

(b) Lease – A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association. The Association may perform credit and criminal background checks on intended occupants (18 years and older). The Board of Directors may set criteria for approval from time to time, and may require such information from the applicants as may be required to apply such criteria, including credit and criminal record information. The Association may charge a reasonable application fee as determined by the Board from time to time and may require the applicants to participate in a personal interview. Any transfer, except transfers between spouses, of legal and/or beneficial ownership of a Unit, whether such transfer is to family members; shareholders, members, managers or officers of any entity; trustees; or devised or inherited; shall be subject to the provisions of this Section 18, regardless of whether any consideration, benefit, fee, service, gratuity or emolument is involved.

VI. Subsection 18.H of the Declaration is amended to read:

H. Promotion of Wycliffe Golf and Country Club. Each Unit Owner transferring a Unit shall also transfer the Unit Owner's membership in the Wycliffe Golf and Country Club (the "Club"), forever in the case of a transfer of the fee simple title to a Unit, or for the duration of the lease in the case of a lease. During the term of any said lease, the Tenant shall be primarily responsible for payment of dues and membership fees to the Club, which amounts shall be in addition to and in excess of any rent paid to the landlord Unit Owner. No lease shall be approved which has the effect, intended or otherwise, of providing for a reduced periodic rent which reduction partially or wholly offsets the dues and membership fees against the prevailing market rent for similar units, within Wycliffe. Evidence of the transfer of Club membership to a purchaser or Tenant shall be a prerequisite to approval by the Association of the Unit transfer. In the case of Unit Owners or Units not encumbered by mandatory membership in the Club, to the extent permitted by the Club, the Tenant or Unit Owner shall provide, prior to approval evidence of membership or formal, written rejection of same by the Club. The purpose of this provision is to ensure that, in addition to the ordinary cost of residence within the Condominium as measured by the prevailing market rent, Tenants are required to bear the additional costs of residence and participation in the golf and country club style community represented by Andover at Wycliffe and Wycliffe at large. To the extent that Wycliffe or other entities are not required to and in fact do no cooperate with effectuating this purpose, the Unit Owner and Tenant shall structure their lease transfer transaction nonetheless to effectuate such purpose, and said transaction structure, as with other aspects of the lease, shall be subject to the approval of the Association. If in the sole discretion and determination of the Board of Directors, all or part of the provisions of this paragraph H are not workable or violate the governing documents of the Club or of Wycliffe Community Association, Inc., the Board may amend this provision at a meeting noticed and held in the same manner as a meeting to approve a budget or special assessment. Notwithstanding anything to the contrary set forth in this Declaration, the Owner of any Unit may enter into an agreement with Sundial Joint Venture; the developer of Wycliffe, or Wycliffe Realty, Inc. for the use of such units on a short term basis by prospective purchasers within Wycliffe and for other similar promotional activities. This provision can not be amended until the earlier of: 1. The construction and sale of the last residential unit in Wycliffe Golf and Country Club, or 2. Ten years from the date of recordation of this Declaration.

VIII Paragraph 19.J.2 of the Declaration is amended to read:

2. Each Unit is limited to three (3) vehicles which may include a maximum of two (2) automobiles (passenger vehicles legally capable of use on public highways, as distinguished from golf carts). If a unit has two automobiles vehicles, one vehicle automobile must be parked in the garage and the other automobile in the driveway. If a unit has a golf cart which is parked in the garage, one ear automobile must be parked in the driveway and the other ear automobile may be parked in a visitors parking space or on the street across from the buildings.

IX . Section 29 of the Declaration is amended to read:

29. Animals and Pets.

No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted in any Unit, except as provided herein. The term "pet" as used herein shall be limited in definition to domesticated dogs, cats, birds, or fish. Not more than one (1) pet shall be permitted per Unit. The maximum weight per pet shall be twenty (20) forty (40) pounds. All pets must be registered with the Association. The keeping of a ~~dog or other domestic~~ pet at the Condominium is not a right of a Unit Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The Association, by rule promulgated by the Board in its sole discretion may predetermine that certain breeds of dog, including but not limited to the family of breeds commonly known as pit bulls, Rottweiler's, and any other breed of dogs known to be aggressive, are not permitted within the Condominium. The owner of a pet assumes liability for all damages to persons or property caused by the pet or resulting from its presence at the Condominium.

This license is subject to the following conditions:

- A. Pets shall be kept on a leash at all times when outside the Unit.
- B. Pets are permitted to have excrements upon the Common Elements provided that the owner shall immediately remove such excrement from the Common Elements with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.
- C. The owner of a pet shall be responsible, and by virtue of ownership assumes responsibility, for any damage to persons or property caused by his pet(s).
- D. Any pet whose owner violates the provisions and intent of this Section 29 shall be deemed a nuisance and shall be subject to removal.