



CFN 20190424978

OR BK 31035 PG 1013  
RECORDED 11/19/2019 10:54:47  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1013 - 1022; (10pgs)

This instrument was prepared by  
and should be returned to:  
Robert B. Burr, Esq.  
Rossin & Burr, PLLC  
1550 Southern Blvd, Suite 100  
West Palm Beach, FL 33406

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS FOR THE LAKES OF WESTCHESTER**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS FOR THE LAKES OF WESTCHESTER is made by THE LAKES OF WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC. ("Association").

**W I T N E S S E T H:**

WHEREAS, the Declaration of Covenants for The Lakes of Westchester (hereinafter "Declaration") was originally recorded commencing at Official Records Book 9104, Page 776 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described.

WHEREAS, Article XI, Section 3 of the Declaration provides that the Declaration may be amended at any time and from time to time by approval of Owners entitled to vote a majority of all votes of the Association.

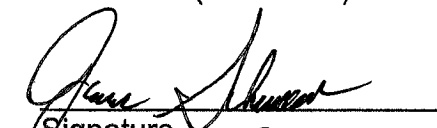
NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendments, attached hereto as Exhibit "A", to the Declaration have been properly and duly approved and adopted by Owners who are entitled to vote greater than a majority of all votes of the Association. Further, the attached Amendments have been properly and duly approved by the Board of Directors. The Association has properly approved and adopted the attached Amendments pursuant to the Declaration.


2. The Amendments, attached hereto as Exhibit "A", shall run with the real property subject to the Declaration and shall be binding on all Members of the Association and all parties having any right, title or interest in the real property subject to the Declaration their heirs, successors and assigns, and shall inure to the benefit of each Association Member.

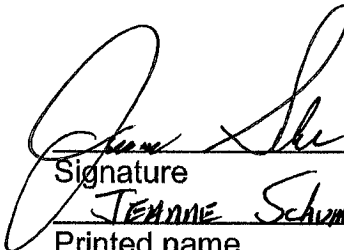
IN WITNESS WHEREOF, the undersigned have set their hand and seal this 4  
day of November, 2019.

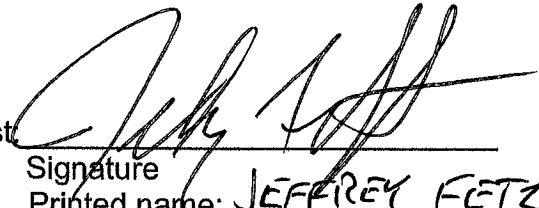
Witnesses (as to both):

  
Signature  
JEANNE Schumacher  
Printed name

THE LAKES OF WESTCHESTER COUNTRY  
CLUB HOMEOWNERS ASSOCIATION, INC.


By:   
Mark Korsen  
Association President

  
Signature  
JEANNE Schmauch  
Printed name

Attest   
Signature  
Printed name: JEFFREY FETZKO  
Association Secretary

STATE OF FLORIDA       )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 4th day of November, 2019, by Mark Korsen as President and Jeffrey Fetzko as Secretary of The Lakes of Westchester Country Club Homeowners Association, Inc. on behalf of that Corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

  
NOTARY PUBLIC, State of Florida



JOYCE L. WORCESTER  
Commission # GG 163626  
Expires December 30, 2021  
Bonded Thru Budget Notary Services

## EXHIBIT "A"

### AMENDMENTS TO THE DECLARATION OF COVENANTS FOR THE LAKES OF WESTCHESTER ("Declaration")

[Added language is underlined. Deleted language is ~~stricken through~~.]

---

1. Article XIV, Section 21 of the Declaration shall be amended to read as follows:

**"Section 21. Sales, Conveyances and Leasing:** No Owner may sell, convey title to, lease or rent a Parcel without making application to the Association and receiving prior written approval from the Association.

**(a) Application and Approval.** An Owner intending to sell, convey, lease or rent a Parcel shall submit a properly completed application to the Association, including the name and address of the intended buyers, transferees, tenant(s) and all occupants (hereinafter referred to as "applicant(s)"), and such other information concerning the applicant(s) as the Association may reasonably require. The Association may charge a reasonable application fee as determined by the Board and shall require the applicant(s) to participate in a personal interview.

A renewal or extension of a lease shall be subject to the requirement of Association approval, although the Association shall not require the application fee to be paid again for a renewal or extension.

Under no circumstances shall any tenants be permitted to move into a Parcel prior to obtaining written approval of the lease from the Board.

No access to any amenities of the Association will be available to tenants or any family member of same until after the lease has been approved in writing by the Association. Pool keys may be provided to the tenants or any family member of same only after the lease has been approved in writing by the Association.

Within thirty (30) days after receipt of the application, information required by the Association and a personal interview, the Association shall either approve or disapprove the proposed sale, conveyance or lease.

The approval shall be stated in a certificate executed by a Board member of the Association. With a sale or conveyance of title, the certificate of approval shall be in recordable form and the Owner shall record the certificate in the Public Records of Palm Beach County, Florida with the deed.

**(b) Guest Occupying Lot Where Owner Not Present.** A guest residing in a Lot for longer than thirty (30) days where the Owner is not present shall be deemed to be leasing

the Parcel subject to all the restrictions on leasing including the application and approval requirements.

**Exception: Occupancy by Parents or Children of Owner.** A Parcel may for estate planning or tax purposes be occupied by the parent(s) or children of the Owner(s) and in such a situation, the parent(s) or children shall not constitute tenant(s). However, in these situations where the Parcel is occupied by the parent(s) or children of the Owner(s), the occupancy shall be subject to the tenant screening and approval process, which includes the right of the Board of Directors to disapprove the occupancy.

If the Association observes that a Parcel is occupied by people other than the Owner, based on change in vehicles, or other observations, the Owner and the guests or occupants shall promptly comply with Association requests for identification and information about the occupancy and family relationship of the occupants.

**(c) Disapproval for Good Cause.** If the Association disapproves a sale, conveyance or lease, the Association shall notify the Owner(s) in writing of the disapproval, and the sale, conveyance or lease shall not be made. The Association shall act reasonably and may disapprove a sale, conveyance or lease only for good cause. The Board shall consider the following factors as constituting good cause for such disapproval of a proposed sale, conveyance or lease:

(1) The applicant or any intended occupant of the Parcel has been convicted of, pled guilty or pled no contest to a felony or has been charged with a felony and the person was not acquitted of the felony or the felony charges were not dropped;

(2) The applicant or any intended occupant of the Parcel is a registered sex offender in any state;

(3) The applicant does not appear to have adequate financial resources available to pay the rent and carrying costs for the Parcel;

(4) The tenant or purchaser has a credit score of less than 650. The Association shall be entitled to use the credit score obtained by the Association as determinative;

(5) The application for approval on its face indicates that the applicant or any intended occupant of the Parcel intends to conduct himself or herself in a manner inconsistent with the Declaration or rules and regulations. By way of example, but not limitation, an Owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(6) The applicant or any intended occupant of the Parcel has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or

her conduct in other associations, or by his or her conduct in the Lakes of Westchester Country Club development as a tenant, Owner or occupant of a Parcel;

(7) The applicant failed to provide the information, fees or appearance required to process the application in a timely manner or included materially inaccurate or false information in the application; and/or

(8) All assessments and other charges against the Parcel have not been paid in full; or the Owner has Association fines assessed against him or her which have not been paid.

**(d) Unauthorized Sale, Conveyance or Lease.** Any sale, conveyance of title or lease that is not approved by the Association pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. If the Association disapproves the sale, conveyance or lease, the sale, conveyance or lease shall be null and void and confer no right on the intended tenant(s) or buyers.

**(e) Copy of Deed to Association.** The purchaser(s) or other persons receiving title to a Parcel shall within ten days after the conveyance, provide the Association manager with a copy of the deed or other instrument conveying title to the Parcel.

**(f) Exceptions to Requirement of Association Approval.** The foregoing requirements for Association approval of sales or conveyances shall not apply to:

(1) a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as a result of owning a mortgage upon the Parcel concerned, whether the title is acquired by deed from the mortgagor, its successors or assigns, or through foreclosure proceedings; or by the Association under the procedures set forth in this Declaration.

(2) a transfer to a purchaser who acquires the title to a Parcel at a duly advertised public sale with open bidding that is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

**(g) Prohibition on Purchase by Corporations and Certain Entities.** Purchase of a Parcel by, or transfer of a Parcel to, a corporation, limited partnership, general partnership or limited liability company is prohibited. Purchase of a Parcel by, or transfer of a Parcel to, a trust used for estate planning or family planning purchases is acceptable provided the transaction and the occupant(s) are properly approved by the Association pursuant to the procedures of this Section.

**(h) Form of Lease.** All leases shall be in writing. Owners shall provide the prospective tenant with a complete legible copy of the Declaration, the Association's Articles of Incorporation, Bylaws, and Rules and Regulations, each as amended, and shall certify in writing that legible photocopies of these documents have been provided to the

prospective tenant.

**(i) Limit on Leasing During the First Two (2) Years of Ownership; Term; Limit of One Lease per Year.** No Owner may lease the Owner's Parcel during the first two (2) year period of ownership measured from the date the Owner received title to the Parcel. After the first two (2) year period of ownership, an Owner may lease the Owner's Parcel subject to the tenant approval and screening process and the other requirements and limitations of the Declaration and Rules and Regulations.

If an Owner sells or otherwise conveys title to the Parcel subject to an existing lease in place, the existing tenant may remain in occupancy to conclude the existing lease term provided the tenant complies with the governing documents and rules and the Parcel is not otherwise in violation of the governing documents or rules; however the Owner shall be prohibited from leasing for a two(2) year period measured from the end of the lease or the date the tenant vacates, whichever is later.

The minimum permitted lease term is twelve(12) consecutive months. A Parcel may be leased only once per year (365 day period). For purposes of determining when the one year period begins and ends, the first day a lessee occupies the Parcel pursuant to a particular lease shall be the first day of the one year period and the last day of the one year period shall be 365 days later.

When the Association takes title to a Parcel by foreclosure of its assessment lien or deed in lieu of foreclosure, the Association, as Parcel owner, shall not be subject to the limits on leasing in this subsection (i).

**(j) Subleasing; Use of Parcel.** Only the entire Parcel and home may be leased.. There shall be no subleasing. No rooms may be rented.

Parcels shall not be used for transient, hotel or motel purposes. The Owner shall not lease, rent out, host for a fee or otherwise allow use a Parcel for a fee or portions of a home for a fee (whether or not the Owner is in occupancy) through Airbnb, HomeAway, VRBO or any other short term rental or vacation rental arrangement unless the Owner properly applies and obtains prior written Association approval for the rental, tenants and occupants, and the rental otherwise complies with this Declaration, including the lease restrictions, and rules of the Association, and complies with law.

**(k) Tenant Shall Comply With the Rules.** A tenant leasing a Parcel is deemed to have agreed to observe and comply with all statutes, ordinances, and the governing documents and rules and regulations of the Association. When Owner(s) submit an application to lease the Parcel, the Association may require the prospective tenant(s) and the Owner(s) to sign an agreement specifically agreeing to comply with all statutes, and the governing documents and rules and regulations of the Association.

**(l) Owner and Tenant Liable to Association for Damage Caused by Tenant.** The

Owner and Owner's tenants shall be jointly and severally liable to the Association for all damage to persons and property caused by the Owner's tenant or any family members, guests, or invitees of the tenant. If there is any damage to the Common Area or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants (as determined in the sole discretion of the Association), the Association may impose the cost of repairing such damage as an assessment against the Owner's Parcel.

**(m) Security Deposit; Responsibility for Damage Caused by Tenant.** The Association may require an Owner seeking to lease to place a security deposit with the Association, in the amount of up to \$1000.00, which may be used by the Association to repair any damage to the Common Area or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants (as determined in the sole discretion of the Association). In addition, if the Owner or tenant fails to maintain any landscaping of the Parcel which the Owner is responsible to maintain, the Association may, after written demand on the Owner, perform the landscape maintenance and use the security deposit to pay for the work.

**(n) Default in Payment of Assessments While Parcel Leased.** If the Owner defaults in payment of Association assessments while the Owner's Parcel is leased, then the Association may require the tenant to pay the rent to the Association sufficient to satisfy the assessment obligation, including any interest, late fees and attorneys' fees and costs incurred by the Association. The Owner is deemed to have assigned the rent to the Association if the Owner defaults in payment of assessments. The tenant shall pay the rent to the Association upon written demand by the Association notifying the tenant that the Parcel is delinquent in payment of assessments. This remedy is in addition to all other remedies of the Association.

**(o) Remedies if Tenant Violates Restrictions.** The Association shall otherwise have the authority to bring an action or eviction action because of the tenants' violation of the governing documents and/or rules and regulations of the Association. The Association may use the summary procedures of Chapter 51, Florida Statutes in any eviction action. The Association may recover its attorneys' fees and costs against the Owner(s) and the tenants jointly and severally regardless of whether or not litigation is commenced, which attorneys' fees and costs shall also constitute and may be collected by the Association as an assessment against the Owner and Owner's Parcel.

**(p) Regulations.** The Board of Directors may supplement these restrictions by reasonable regulations.

**(q) Use of a Parcel as a Congregate Living Facility.** Use of a Parcel as a Congregate Living Facility, as described below, is prohibited. The term "Congregate Living Facility" is defined as assisted living facilities; extended congregate care facilities, transitional living facilities, community residential homes, community transitional residences; rehabilitative home care services, boarding home, or home for the aged or any

other residential structure, whether or not operated for profit, which undertakes for a period exceeding 24 hours: care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage. In addition, this term shall include other residential uses such as dormitories, group homes with a central dining facility, and similar bed-based uses.

**(r) Capital Contribution by Resale Purchasers.** In all future resales of Parcels occurring after this amendment is adopted, the purchaser(s) of a Parcel shall be required, at the time the Parcel is conveyed, to make a capital contribution to the Association equal to three (3) months of annual assessments. The capital contribution is not a prepayment of assessments. The funds provided by the capital contributions may be used by the Association for all valid common expense purposes of the Association. If the capital contribution is not paid at the time of conveyance, the Association shall impose the capital contribution as an assessment against the purchaser(s) Parcel collectable as any other assessment.

(s) The Declaration, Articles of Incorporation and Bylaws shall be deemed automatically amended to conform to Florida Statutes, Chapter 720, as Chapter 720 is amended from time to time.

~~Section 21. Leasing. If a Parcel is leased, then the lease may occur only after a Parcel Owner provides the Association a copy of the lease and the required security deposit. A Parcel is "leased" when a person other than the Parcel Owner or a member of the Parcel Owner's family provides consideration to occupy a Parcel.~~

~~(a) Form. All leases shall be in writing. Before entering into a lease, Parcel Owners shall provide the prospective tenant with a complete legible copy of the Declaration, By-Laws, Articles and Rules and Regulations, each as amended, and shall certify to the Association, in writing that legible photocopies of these documents have been provided to the prospective tenant.~~

~~(1) Each lease shall incorporate, and the prospective tenant shall in writing agree to comply with the Declaration, Articles, By-Laws, and Rules and Regulations, each as amended. Failure of a Parcel Owner or prospective tenant to comply with this subsection shall not relieve the Parcel Owner or prospective tenant from the provisions of the Declaration, By-Laws, Articles and Rules and Regulations, as amended from time to time. The Parcel Owner shall be responsible for any damage to the Common Area caused by the Parcel Owner's tenants, occupants, guests, and invitees.~~

~~(2) Only an entire Parcel may be leased.~~

~~(b) Term. A Lease may not be less than twelve consecutive months in duration. Only one lease for a Parcel can commence in any twelve month period.~~

~~(c) Use. Leased premises shall be used only for single family non-commercial residential purposes.~~

~~(d) Security Deposit. The Association shall from time to time determine the amount of a uniform deposit not to exceed \$500.00.~~

~~(1) Once paid, the deposit is not subject to increase so long as the lease remains unchanged and no additional tenants are added to the lease.~~

~~(2) The Association may in its discretion use the deposit to: reimburse the Association for damages or injuries suffered by the Association if a tenant or tenant's guests or invitees damage Association common areas, damage Association property, or violate Association use restrictions, and, for any delinquent monetary obligation owed by the Parcel Owner or tenant to the Association, including but not limited to any assessment.~~

~~(3) The Association shall only be accountable to the Parcel Owner for the deposit. The Association shall not be responsible to the tenant for the deposit.~~

~~(e) Subleasing. There shall be no subleasing. Only one lease shall be effective for any Parcel at any time.~~

~~(f) Assignment of Rights. Notwithstanding a lease, a Parcel Owner shall retain the right to vote and ancillary corporate membership rights, such as the right to attend Association meetings, and the right to access the Parcel Owner's Parcel.~~

~~(g) Family. A "family" for the purposes of this Section is defined as a single individual, parents, siblings, children, grandparents, and spouse. If the tenants are not married, then the term "spouse" shall also include one person who is the equivalent of the tenant's spouse who is part of a single economic unit with the tenant. The Parcel must be maintained as a single economic unit. The Association may require tenants to provide proof of familial relationship between tenants.~~

~~(h) Fair Housing Act. None of the provisions contained in this Section are intended to be inconsistent with any local, state, or Federal fair housing law.~~

~~(i) Regulations. The Association's Directors may supplement these restrictions by reasonable regulations."~~

\* \* \* \* \*

2. Article XIV, Section 12 of the Declaration shall be amended to read as follows:

**"Section 12. Occupants.** Each Parcel is restricted to residential use as a single family residence, ~~by the Owner or Owners thereof, their lessees, immediate families, guests and invitees.~~

(a) Each Parcel shall be occupied by only one family at any time, as a single family residence and for no other purpose. A "family" is defined as:

(1) One person or a group of two or more persons, each of whom is related to each of the others by blood, marriage, adoption, or

(2) One unmarried couple,

and the children of either or both of them who reside together as a single household.

Occupancy of a Parcel by two or more couples (married or unmarried) is prohibited.

In addition, an Owner or tenant is permitted to have a live-in housekeeper, nanny, or care giver who reside in the home together with the Owner or Association approved tenant.

If the Association observes that a Parcel is occupied by people other than the Owner, based on change in vehicles, or other observations, the Owner and the guests or occupants shall promptly comply with Association requests for identification and information about the occupancy and family relationship of the occupants. "

**-End-**