

This instrument prepared by and upon recordation return to:
Daniel Wasserstein, Esq.
Wasserstein, P.A.
301 Yamato Road
Suite 2199
Boca Raton, Florida 33431

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM FOR
FAIRWAY CLUB CONDOMINIUM P ASSOCIATION, INC.**

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR FAIRWAY CLUB CONDOMINIUM P ASSOCIATION, INC. ("**Amendment**") is made by Fairway Club Condominium P Association, Inc. a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The original Declaration (the "Declaration") for Fairway Club Condominium P Association, Inc., including all pages thereof and exhibits thereto, was recorded at Book 6815, Page 1932, et seq., of the Public Records of Palm Beach County, Florida.

B. Section 6.1 of the Declaration provides in relevant part that an amendment must be approved by an affirmative vote of "Unit Owners owning in excess of fifty (50%) percent of the voting interests represented at a meeting in which quorum has been attained and by not less than 66 2/3% of the Directors of the association"

C. The Amendment language contained herein was approved in accordance with Section 6.1 of the Declaration at meetings of the Board and membership held on June 7, 2022.

D. The Association now desires to amend the terms of the Declaration as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of Fairway Club Condominium P Association is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.

2. **Conflicts.** In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall each, respectively, be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s) to the Declaration or in the

event of a conflict between this Amendment and any other governing documents, this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Covenant. This Amendment shall be a covenant running with the land.

5. Amendment to the Declaration:

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

7. Maintenance and Repairs.

7.1 Units. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical, plumbing, heating and air-conditioning equipment, fixtures and outlets, if any, within the Unit or the Limited Common Elements or belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein, and shall be in accordance with the original plans and specifications therefor or as otherwise directed by the Association and/or the Architectural Control and Maintenance Standards Committee, if applicable. Additionally, each Unit Owner shall pay all charges for utility services metered directly to his Unit. Any maintenance, repairs, replacements or modifications made by a Unit Owner to his or her Unit or to any of the fixtures, equipment or infrastructure contained therein shall only be done by licensed and insured contractors.

17. Occupancy and Use Restrictions.

17.3 Pets and Animals. No animals or pets of any kind shall be kept in any Unit or on any property of the Condominium ~~except one common household pet, i.e. dog or cat, not to exceed 12 pounds, as owned by the original owner prior to his purchase of his Condominium Unit from the Developer, may be permitted to be kept in a Unit, and further provided that upon the demise of such pet, such pet shall not be replaced. Such pet may be kept with the written consent of and subject to the Rules and Regulations adopted by the Board of Directors; provided that it is not kept, bred or maintained for any commercial purposes and further provided that such house pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the~~

~~property subject to these restrictions upon three (3) days written notice from the Management Firm or the Board of Directors of the Association. Once permission is granted, as provided in this paragraph, it shall not be withdrawn or terminated unless such house pet has, caused or created a nuisance or unreasonable disturbance or is being bred, kept or maintained for commercial purposes. Pets shall not be permitted upon the Recreational Area under the Agreement for Deed unless a portion thereof is designated as the area for pets to relieve themselves. Tropical fish and a bird may be kept upon a Unit Owner's premises only with prior written approval of the Board of Directors.~~

Notwithstanding the foregoing, upon request by anyone for an accommodation for an emotional support animal, they will be required to provide reliable information as to their disability and disability-related need for the animal, as well as proof of vaccination and licensure of the animal with the County and approvals shall not be unreasonably delayed or withheld. Upon request by anyone for an accommodation for a service animal, they will be required to provide information that the animal is required because of a disability and identify the work or task the animal has been trained to perform, in addition to providing proof of vaccination and licensure of the animal with the County and approvals shall not be unreasonably delayed or withheld. The foregoing requirements for accommodations may also be extended or expanded upon to the extent permissible under applicable law.

In regard to an approved emotional support animal or service animal, the animal must be carried or kept on a leash at all times when outside of a Unit such that it is under the control of its owner or any other person who is walking/carrying it. An owner of an animal or any walker/carrier of it shall immediately pick up and remove any solid animal waste deposited by their animal on Common Elements. An owner of an animal shall compensate any other person hurt or bitten (or whose pet or animal is hurt or bitten) by his or her animal and shall indemnify and defend (including attorney's fees and costs) the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on or within the Unit or Common Elements. An owner of an animal shall also be responsible for any damages caused to the Common Elements by their animal or by an animal owned by any of their tenants, residents or guests, the cost of which shall be collectible, lienable and foreclosable against such Unit Owner to the same extent as an unpaid Assessment under this Declaration. If an approved emotional support animal or service animal becomes obnoxious or a nuisance by excessive barking, biting, jumping, displaying aggressive behavior or otherwise negatively impacting on the quiet enjoyment to which other residents are entitled, the owner of the animal thereof must cause the problem to be corrected; or, if it is not corrected, the owner of the animal, upon written notice by the Association, will be required to

permanently remove the animal from the Unit and the Condominium.

- 17.8 Sales and Leases. ~~No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms 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 and By-Laws of the Association, applicable rules and regulations or other applicable provisions of any agreement, Document, or instrument governing the Condominium or administered by the Association. Leasing of Units shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any Unit on any grounds the Association elects. No lease shall be approved for a term of less than ninety (90) days. Only two (2) leases shall be permitted within a 365 day period, which 365 day period shall be deemed to commence on the date of the lease. Unit Owners wishing to lease their Units shall be required to place in escrow with the Association a sum to be determined by the Association which may be used by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner will be jointly and severally liable the tenant to the Association for any amount in excess of sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the account, less an administrative charge determined by the Association, shall be returned to the Unit Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. All leases shall also comply with and be subject to the provisions of Section 18 hereof.~~

A. Sales and Other Transfers of Unit Ownership

All transfers of Units, whether by sale, gift, devise, inheritance or otherwise (except for those where title is acquired via a foreclosure proceeding or a deed in lieu of foreclosure) must be approved of by the Association in writing prior to the transfer of title. As part of conducting the approval process, a transfer fee in an amount equal to the greater of \$150.00 per applicant or the maximum permitted by Florida Statutes, as amended from time to time (if any) shall be paid to the Association and a completed application, which form shall be drafted and amended from time to time by the Association's Board of Directors, shall be provided to the Association along with any such other information as the Association may reasonably require and the Association shall be authorized to obtain a background and/or financial check on each prospective Unit Owner. Reasons for disapproval, as determined by the Board, may be based on any of the following criteria:

1. Prospective Unit Owner has a felony or misdemeanor conviction that indicates a demonstrable risk to resident safety or property and which conviction occurred within the ten (10) years preceding the submission of their application;
2. Prospective Unit Owner is a registered sex offender;
3. Prospective Unit Owner has a minimum credit score less than 650 (when there is more than one prospective Unit Owner applying for Unit ownership of a Unit, the individual with the highest credit score may use their credit score to satisfy this minimum requirement for all the prospective Unit Owners of the Unit but only if such individual is on the deed);
4. Prospective Unit Owner has a history of financial mischief which may include foreclosure or eviction lawsuits filed against them or bankruptcy filings which occurred within the ten (10) years preceding the submission of their application;
5. Prospective Unit Owner was dishonest on any written application or communication with the Association;
6. Prospective Unit Owner prematurely took up residency of a Unit prior to a determination of approval or disapproval by the Board;
7. The existing Unit Owner of the Unit is delinquent on a monetary obligation owed to the Association (which the Board may determine to allow to be paid out of the proceeds of the closing of a sale);
8. The existing Unit Owner of the Unit has uncured violations of the Association's governing documents associated with themselves and/or the Unit (which the Board may determine to allow the prospective Unit Owner to cure within a certain amount of time as part of a conditional approval);
9. The Board shall have authority to add further criteria among the Rules and Regulations.

If the Board disapproves of the transfer of Unit ownership of a Unit or of a prospective Unit Owner applying to acquire title to the Unit, the transfer of Unit ownership or transfer to any such disapproved individual shall not be permitted. However, if a written determination regarding such disapproval is not provided to a Unit Owner within thirty (30) days of the Association's receipt of all required documentation, information and fees, then the applicable transfer of Unit Ownership or prospective Unit Owner shall be automatically deemed approved.

B. Leases

1. Units may be leased, licensed or occupied only in their entirety and no fraction or portion of a Unit may be rented. Subleasing is not permitted.

Units may be leased only for single-family residential use and not for any commercial use or use as a group home, sober home, rooming house, bed and breakfast or transient facility and no transient tenants may be accommodated in or on any Unit.

2. All leases (which term shall be deemed to include renewals thereof) or occupancy agreements shall be in writing and must be approved of by the Association in writing prior to the commencement thereof. All leases and tenants must be submitted for review no sooner than thirty (30) days prior to the commencement date of the proposed lease. A Unit Owner seeking approval of a lease of their Unit and of a prospective tenant shall timely provide to the Association the following:

2.1. a fully executed and legible copy of the lease;

2.2. a transfer fee in an amount equal to the greater of \$150.00 per applicant or the maximum permitted by Florida Statutes, as amended from time to time (if any);

2.3. a completed application, which form shall be drafted and amended from time to time by the Association's Board of Directors, and;

2.4. any such other information as the Association may reasonably require to ensure compliance with this paragraph.

2.5. As part of conducting the approval process, the Association shall be authorized to obtain a background and/or financial check on each prospective tenant.

2.6. Reasons for disapproval, as determined by the Board, may be based on any of the following criteria:

2.6.1. Prospective tenant has a felony or misdemeanor conviction that indicates a demonstrable risk to resident safety or property and which conviction occurred within the ten (10) years preceding the submission of their application;

2.6.2. Prospective tenant is a registered sex offender;

2.6.3. Prospective tenant has a minimum credit score less than 650 (when there is more than one prospective transferee applying for occupancy of a Unit, the individual with the highest credit score may use their credit score to satisfy this minimum requirement for all the prospective tenants of the Unit but only if such individual is on the lease and only if they actually reside at the Unit);

- 2.6.4. Prospective tenant has a history of financial mischief which may include foreclosure or eviction lawsuits filed against them or bankruptcy filings which occurred within the ten (10) years preceding the submission of their application;
- 2.6.5. Prospective tenant was dishonest on any written application or communication with the Association;
- 2.6.6. Prospective tenant prematurely took up residency of a Unit prior to a determination of approval or disapproval by the Board;
- 2.6.7. Unit Owner of the Unit is delinquent on a monetary obligation owed to the Association;
- 2.6.8. Unit Owner of the Unit has uncured violations of the Association's governing documents associated with themselves and/or the Unit;
- 2.6.9. The Board of Directors shall have authority to add further criteria among the Rules and Regulations.

If the Board disapproves of a Unit Owner's prospective tenant, the Unit Owner may not lease the Unit to that particular tenant. If the Board disapproves of a proposed lease due to the Unit Owner's failure to comply with the requirements of the Association's governing documents, the Unit Owner may not lease the Unit unless and until they come into compliance. If a written determination regarding a prospective tenant and/or lease is not provided to a Unit Owner within thirty (30) days of the Association's receipt of all required documentation, information and fees then the applicable prospective tenant and/or lease shall be automatically deemed approved.

3. No Unit Owner may lease a Unit until such Unit Owner has held title to the Unit to be leased for at least twenty-four (24) months, with the exception that this provision shall not apply to:

- 3.1. Any Unit Owner acquiring title to their Unit prior to the recordation of the amendment adding this provision;
- 3.2. Any natural person who becomes a Unit Owner upon the death of the preceding Unit Owner either by way of inheritance or due to the termination of the prior Unit Owner's bona fide life estate;
- 3.3. Any trust into which Unit Ownership is transferred from the prior Unit Owner for estate planning purposes;
- 3.4. The Association, should it become a Unit Owner; or
- 3.5. An Institutional Mortgagee, should it become a Unit Owner.

However, if at the time of transfer of title to the Unit there is a preexisting lease agreement entered into by the previous Unit Owner and tenant for a lease term that extends past the date of transfer of title, the aforementioned twenty-four (24) month period during which the Unit may not be leased by the new Unit Owner shall commence at the earlier of either 1) the expiration of the current term of the preexisting lease, which preexisting lease may not be renewed or extended or 2) the permanent departure/abandonment by the tenant from the Unit.

No lease shall be for a term of less than twelve (12) months. No Unit may be leased more than one (1) time in any twelve (12) month period (as measured from the commencement date of the most recent lease of the Unit), regardless of the lease term, except in instances of leases that are prematurely terminated due to abandonment by the tenant or eviction of the tenant which leases shall not be counted towards this maximum. This exception and opportunity to re-lease a Unit shall only apply to leases that are prematurely terminated due to abandonment or eviction and may not be exercised with regard to a Unit more than one (1) time in any twelve (12) month period.

4. The Unit Owner must make available to the tenant or occupants copies of the Association's governing documents and each lease must state or if not stated therein, shall be automatically deemed to state that:
 - 4.1. The tenant has read the Association's governing documents and agrees to comply with them (the Association may require, in its sole discretion and as part of the application, that the tenant also sign before a notary a document attesting to such);
 - 4.2. Each Unit Owner irrevocably appoints the Association as their agent authorized to terminate the lease and to bring an action to evict the tenant in the Unit Owner's name or on their behalf pursuant to Florida Statute 83 upon default by the tenant in observing any of the provisions of the Association's governing documents or upon the tenant causing damage to Common Elements, Limited Common Elements, other Units or any other property and any expenses associated therewith, including attorney's fees and costs, shall be charged to the Unit Owner and treated and collectable the same as an Assessment under this Declaration; and
 - 4.3. The lease is subordinate to any lien filed by the Association, regardless of when the lien was recorded.

Prior to the commencement of any lease, the Unit Owner may be required, in the sole discretion of the Board of Directors, to provide or otherwise ensure that the Association has in its possession a security deposit equal to one (1) month's rent under the then applicable lease. Any expense incurred by the Association due to a breach of the governing documents or damage to Common Elements caused by the acts or omissions of the tenant or the tenant's guests, invitees or licensees that occurs during the term of the lease, including but not limited to expenses for attorney's fees and costs, maintenance, repair or replacement of Common Elements, may be reimbursed to the Association immediately upon the Association providing written notice to the Unit Owner of such reimbursement from the security deposit. In the event any such expenses incurred by the Association exceed the amount of the security deposit, those expenses shall be due and owing to the Association by both the tenant and applicable Unit Owner who shall each be jointly and severally liable to the Association for the total amount, which shall also be treated and collectable the same as an Assessment under this Declaration. In the event that the Association does exercise its right to reimbursement from the security deposit, in whole or in part, the Unit Owner shall ensure that the security deposit is replenished to the full original amount within no more than fourteen (14) days from the date of the written notice provided by the Association under this paragraph.

5. Any guest, invitee or licensee of a Unit Owner or of a tenant staying or residing at a Unit longer than thirty (30) days (which need not be consecutive) in a twelve (12) month period shall be deemed a tenant and not a guest and shall be subject to the Association's approval process and all other applicable provisions contained in the Association's governing documents with regard to leasing, leases, tenants and tenancies unless they are a parent, grandparent, sibling, child or grandchild of the Unit Owner and the Unit Owner is residing in the Unit with such family member on a permanent basis.
6. The maximum number of Units that may be leased within the Fairway Club Condominium P community at any given time shall not exceed two (2). Since at the time of recording this provision the total number of leased Units exceeds two (2), no new leases or renewals or extensions of leases of any Units shall be permitted (with the exception that tenants with preexisting leases, which shall be defined as those tenants whose lease with their respective Unit Owner was executed prior to the recordation of the amendment adding this provision, may continue to renew their lease of the Unit so long as their lease term and tenancy of the Unit is continuous and without interruption or breaks) so that over time the total number of leased

Units will be reduced to two (2). At the point in time when the total number of leased Units is down to two (2), the Association shall then, within ninety (90) days, mail and/or hand deliver written notice to all Unit Owners allowing those Unit Owners whose Units are not leased at that time to, within thirty (30) days from the date of the notice, submit their name and Unit number(s) in writing to the Association (in the manner set forth in the notice) indicating their desire to have their Unit(s) included on the waiting list that is to be established (if a Unit is co-owned or owned by an entity, then only one owner representative per Unit may be on the waiting list at any given time for the respective Unit). After the passage of the thirty (30) days no further names may submitted until after the Board of Directors has timely held a meeting and utilized a random means of selection to determine the priority order of Units on the waiting list. Once this initial waiting list has been established and order determined, any Unit not on the list and that is not leased, may be added to the waiting list by the Unit Owner sending the Association a written request, at which time the Unit will be placed on the bottom of the then existing list, on a first come, first serve basis. When an existing lease expires and a vacancy becomes available, the Unit Owner of the Unit at the top of the waiting list will be notified by the Association in writing and shall have sixty (60) days from the date of said notice to secure an approved lease and tenant for the Unit, with the term of the lease commencing within this same period of time. If the Unit Owner is unable to secure an approved lease and tenant and/or have the lease commence during this period of time, or opts not to lease their Unit at all, then the Unit shall be removed from the waiting list and the Association shall notify the Unit Owner of the next Unit on the waiting list and provide them with the same sixty (60) day window of time, and so on.

Notwithstanding the foregoing, once the cap on leasing becomes effective (i.e. when the number of leased Units is reduced to two (2) Units), if an Unit Owner of one of the two (2) leased Units provides the Association with an executed renewal of the lease to the same tenant(s) (or a renewal to at least one of the same tenants, if the prior tenancy involved multiple tenants) at least thirty (30) days prior to the expiration of their tenant's current lease term then they shall be allowed to continue to lease their Unit to such tenant(s), meaning that the Unit at the top of the waiting list and its respective Unit Owner will have to continue to wait for their opportunity to lease the Unit. However, if there is at least one (1) Unit on the waiting list, then despite the foregoing, any renewals to the same tenant(s) that are permissible hereunder shall be limited to a total period of occupancy not to exceed three (3) years consecutive years (which would be measured to include the initial lease term plus any renewal terms) after which the lease of the Unit may not be renewed or extended

again, so that the Unit at the top of the waiting list and its respective Unit Owner shall have an opportunity to lease the Unit.

17.11 Floor Coverings For Units. As of the recordation of the amendment adding this paragraph amongst the Public Records of Palm Beach County Florida, all Units located on the second floor shall have installed either carpet or hard surface floor coverings throughout the Unit and all such floor coverings that are replaced or installed after this recording date must include an underlayment for sound control purposes that meets the standards set forth herein. For carpet, there must be a minimum eight (8) pound bonded foam pad underlayment. For hard surface materials, including but not limited to laminate, wood and tile, there must be an underlayment having an IIC ("impact insulation class") and/or STC (sound transmission class) rating/specification of at least 62 or greater. Before any floor coverings may be installed in a Unit, the Unit Owner must first obtain the Association's written permission for both the type of floor covering being installed and for the underlayment.

17.12 Residential Use. Each Unit shall be used for single family residential living and for no other purpose. No Unit Owner, tenant, resident or guest shall conduct any trade, business, profession, or other commercial activity on any Common Elements or in a Unit, except that a Unit Owner may use a room within a Unit as a home office for conducting personal business if such personal business does not involve people, animals or vehicles coming and going to and from the Unit and does not otherwise constitute a nuisance.

18. Selling, Leasing and Mortgaging Units.

18.11 Ownership of Unit and Entity Ownership. Notwithstanding any other provisions in this Declaration to the contrary and except for the Association, or any Institutional Mortgagee acquiring a Unit by foreclosure or deed in lieu of foreclosure, no more than one (1) Unit may be owned by the same Unit Owner regardless of whether owned by that Unit Owner in an individual capacity, co-owned with another individual or individual(s) or entities, or owned in the name of a corporate entity, limited liability company, partnership or trust in which they have an interest, or any combination thereof.

Unit Owners already owning two (2) or more Units prior to the recordation of the amendment adding the foregoing limitations on ownership, regardless of whether owned by those Unit Owners in an individual capacity, co-owned with another individual or individual(s) or entities, or owned in the name of a corporate entity, limited liability company, partnership or trust in which they have an interest, or any combination thereof, shall not be permitted to acquire ownership of any additional Units unless and until such time as their ownership status falls to zero (0) Units, at which time they shall be able to acquire an additional Unit, and in

which case that subsequently acquired Unit, and its respective Unit Owner, shall then be subject to all applicable limitations and to all applicable restrictions contained herein.

Additionally, any transfer of title of a Unit occurring after the recording of the amendment adding this language may only be to a natural person(s) or to a trust established for estate planning purposes and not to any corporate entity, limited liability company, partnership or other type of trust, except that this restriction shall not apply to transfers of title of a Unit to the Association or to an Institutional Mortgagee.

IN WITNESS WHEREOF, the Association has caused this Amendment to the Declaration for Fairway Club Condominium P Association, Inc. to be executed and the undersigned has hereunto set their hand and seal this 23rd day of June, 2022.

WITNESSES:

Print Name: V. Navarro

Print Name: FRANK BARROS

Print Name: Norman Schall

Print Name: _____

FAIRWAY CLUB CONDOMINIUM P
ASSOCIATION, INC.

By: Stephen Katz
 Name: Stephen Katz
 Title: President

By: Elena
 Name: Elena Fedorova
 Title: Secretary

STATE OF FLORIDA)
)
 COUNTY OF PALM BEACH)

SS.:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23rd day of June, 2022 by Steve Katz, as President and Elena Fedorova, as Secretary of FAIRWAY CLUB CONDOMINIUM P ASSOCIATION, INC., on behalf of the corporation, both of whom are personally known to me or have produced Florida Drivers Lic as identification.

My commission expires:
(SEAL)

Veronica Navarro
 NOTARY PUBLIC, State of Florida at Large
 Print Name: Veronica Navarro

