



CFN 20200181704

OR BK 31452 PG 0216  
RECORDED 05/27/2020 12:40:16  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0216 - 219; (4pgs)

## AMENDMENT

### TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF FOUNTAINS SOUTH ATRIUM HOMES ASSOCIATION, INC.

The Atriums as recorded in Official Record Book 5134, Page 0139  
Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded), the following shall apply:

- A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis ( . . . ) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

#### 1. ARTICLE 13 of the Declaration, entitled Maintenance of Community Interests is amended as follows:

13. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible, and therefore to protect the values of the Units, the transfer of Units, by any Unit Owner, other than Developer shall be subject to the following provisions, which provisions each Unit Owner covenants to observe:

##### 13.1 Transfers Subject to Approval

The Homeowners Association is authorized to conduct and obtain reports regarding, without limitation, an applicant's criminal background, litigation history, employment history, landlord references, credit history and current credit scores in connection with the approval process. All parties who wish to either obtain title to a Unit or to be approved as a tenant for lease shall be required to provide written authorization to the

Homeowners Association and all requested pertinent information so the background checks can be conducted. All applicants who desire to obtain title to a unit or to be approved for a lease will have to prove that their present credit score is 700 or greater, failing which the Homeowners Association will have the authority to reject the applicant.

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13.1.1 Sale. No Unit Owner may dispose of a Unit or any interest in a Unit by sale without written approval of the Homeowners Association.

All proposed purchasers must have a FICO credit score of at least 700. Should the proposed purchaser have a FICO credit score between 650 to 699, then the Homeowners Association Board of Directors, at its sole and absolute discretion, may still approve the sale conditioned upon reasonable demands including, but not limited to, the purchaser escrowing, on behalf of the Homeowners Association, advanced maintenance fees.

No Unit owner (in his /her own name or by way of controlled ownership through other parties) may own more than one unit at any one time. Provided however, the Homeowners Association Board of Directors, at its sole and absolute discretion, may expressly allow a current unit owner to purchase and hold title to another unit if the purchased unit is to be renovated and the current unit remains the unit owner's residence during that renovation. Upon completion of the renovation the current unit owner must transfer his/her residence to the renovated unit and the vacated unit may not then be leased.

No unit shall be titled to any corporate, LLC, or other artificial business entity with the exception of persons or entities under Section 13.5.1 herein. Should any trust, created for estate planning or tax purposes, seek approval to purchase or hold title to a unit then the application must include the names of the persons who will occupy the unit and a written personal guarantee from such persons to pay all assessments to the Homeowners Association.

13.1.2 Lease. No Unit Owner may dispose of a Unit or any interest in a Unit by lease without the written approval of the Homeowners Association.

All proposed lessees must have a FICO credit score of at least 700. Should the proposed lessee have a FICO credit score between 650 to 699 then the Homeowners Association Board of Directors, at its sole and absolute discretion, may still approve the lease conditioned upon reasonable demands including, but not limited to, the unit owner lessor escrowing, on behalf of the Homeowners Association, advanced maintenance fees.

No Unit Owner may lease his/her unit within the first 12 months of ownership computed from the date of the Unit Owner's closing.

No Unit may be leased more than once ~~two (2) times~~ in any particular calendar year and no lease may be for less than three (3) months' duration.

No Unit Owner may lease his/her unit if the number of Units in the Homeowners Association currently under lease exceeds 10% of the total number of units in the Homeowners Association.

No lease shall be approved until the Unit Owner or his/her tenant pay the Homeowners Association a security deposit of \$2500 refundable at the expiration of the lease unless needed to reimburse the Association for any damages to common areas caused by the tenant.

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13.5 EXCEPTIONS

13.5.1 The foregoing provisions of this Section 13 shall not apply to a transfer to or purchase by a First Mortgagee of Record that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed in lieu of foreclosure from the mortgagor, his successor or assigns, or through foreclosure proceedings; such provisions shall then apply after said foreclosure proceedings to a transfer, sale, or lease by a First Mortgagee of Record that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

Provided however, that any subsequent purchaser or lessee of a unit from either:  
(1) a first Mortgagee of Record who acquired title by public sale or foreclosure; or  
(2) a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law;

shall be bound by this Section 13.

WE HEREBY CERTIFY that the above Amendment was approved by not less than two thirds (2/3) vote of the total membership at a special meeting held on Monday, May 11, 2020 at 3:30 p.m.

**FOUNTAINS SOUTH ATRIUM HOMES ASSOCIATION, INC.**

By: [Signature]  
Robert Lipp, President

Attest: [Signature]  
Brian Avin, Secretary

STATE OF FLORIDA       )  
  )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2020 by Robert Lipp and Brian Avin as President and Secretary, respectively, of **FOUNTAINS SOUTH ATRIUM HOMES ASSOCIATION, INC.**, a Florida not-for-profit corporation. They are (PLEASE CHECK ONE OF THE FOLLOWING) ☒ personally known to me or ☐ have produced \_\_\_\_\_ (TYPE OF IDENTIFICATION) as identification and (PLEASE CHECK ONE OF THE FOLLOWING) ☐ did or ☐ did not take an oath.

[Signature]

Notary

Lisa Scranton

(Print Name)

My Commission Expires:



LISA M. SCRANTON  
MY COMMISSION # FF 999424  
EXPIRES: June 6, 2020  
Bonded Thru Budget Notary Services