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This Instrument Prepared by and Return to:
Rachel E. Frydman, Esq.
The Frydman Law Group, PLLC
3111 N. University Drive, Suite 403
Coral Springs, FL 33065
954-227-3916
Declaration Recorded in Official Records OR Book 7657 Page 1347 of the Public Records of Palm Beach County, Florida.

CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.

THIS AMENDMENT is made this 10th day of April 2019, by **SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.**, (hereinafter "ASSOCIATION") pursuant to its **AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.** (hereinafter "DECLARATION"), which have been duly recorded in the Public Records of Palm Beach County, Florida, in **Official Records Book 7657 at Page 1347.**

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, held on April 9, 2019, the DECLARATION was amended;

WHEREAS, the Amendments set forth herein are for the purpose of amending the DECLARATION;

WHEREAS, the Amendments set forth herein do not materially or adversely alter the proportionate voting interest appurtenant to any parcel, do not increase the proportion or percentage by which a parcel shares in the common expenses of the ASSOCIATION, nor impair the rights and priorities of any lienors or mortgagees;

NOW, THEREFORE, the undersigned hereby certify that the Amendments to the DECLARATION set forth herein are a true and correct copy of the Amendments as amended by the membership:

1. Amendment to Article 12.1 (b) of the Declaration as follows, new language as **underlined** while noting the changed and removed language by ~~**strikeout**~~:

> "b. LEASE. A unit owner may not lease a unit without the Association granting approval of the lessee. A unit owner may not lease a unit during the first ~~**twelve (12)**~~ **twenty four (24)** months of ownership. No lease shall be made for less than ~~**three (3)**~~ **six (6)** consecutive months. An owner may lease the same unit only twice during a twelve (12) month period. Leases signed or effective afer June 1, 2008 shall be subject to the aforementioned rental policy as stated in this Amendment. ~~**Leases signed or effective before June 1, 1998 shall be subject to the Declaration in effect prior to this Amendment.**~~ "

Except as proposed above, all other terms and conditions of in Article 12.1 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

2. Amendment to Article 12.1 (b) of the Declaration, by adding subparagraph 1 as follows, new language as **underlined** while noting the changed and removed language by ~~**strikeout**~~:

"**1. Rental Cap. Effective upon the recording of this Amendment, no more than 15% of the Units in the Association (26) will be approved for rent or lease. Units currently under an approved rental agreement may keep the lease with those tenants until the lease is terminated. No further renting shall be approved until the number of units under lease agreement falls below 26. A waiting list shall be created for any owner desiring to lease his or her unit while at the cap. Once there is availability to rent, the first owner on the wait list shall be notified of the availability to rent, and they shall have 60 days from the notice date to secure a tenant. Any owner desiring to rent his or her unit must be current with maintenance payments to the Association, must submit an application and obtain Association's approval prior to any tenant occupying a Unit. Once approved, and at all times during the tenancy, a copy of the valid and current lease must be provided to the Association with any changes notifying the Association in advance. Failure to comply with these requirements may prohibit an owner from being permitted to rent the Unit or maintain a spot on the waiting list."**

Except as proposed above, all other terms and conditions of in Article 12.1 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

3. Amendment to Article 12.2(a)(1) of the Declaration, as follows, new language as **underlined** while noting the changed and removed language by ~~**strikeout**~~:

"a. NOTICE TO ASSOCIATION.

(1) SALE. A Unit Owner intending to make a bonafide sale of his Unit shall give to the Association notice of such intention, together with such information concerning the intended Purchaser as the Association may require. **Each proposed Purchaser must have a minimum FICO score of 700 and for the Unit, there must be a minimum gross income of $60,000 regardless of number of buyers. The Association may require proof of income to include, but is not limited to, pay stubs, 2 years of tax returns, pension or annuity statements, etc. Assets and bank account information does not count towards income. Additionally, no proposed Purchaser may mortgage more than 80% of the purchase price of the Unit.** ~~**Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a Purchaser for the Unit if the proposed Purchaser is not approved. If such demand is made, the notice shall be accompanied by a executed copy of the proposed contract of sale and purchase.**~~"

Except as proposed above, all other terms and conditions of in Article 12.2 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

4. Amendment to Article 12.2(a)(2) of the Declaration, as follows, new language as **underlined** while noting the changed and removed language by ~~**strikeout**~~:

"(2) LEASE. A Unit Owner intending to make a bona fide lease of his entire Unit shall give to the Association notice of such intention, together with the name, address, and such other information concerning the intended lessee as the Association may require, and a copy of the proposed lease. ~~**A demand for a substitute lessee may be made as heretofore provided.**~~ **Each proposed Tenant must have a minimum FICO score of 650 and for the Unit there must be a minimum gross income of $45,000 regardless of the number of applicants for tenancy. The Association may require proof of income to include, but**

is not limited to, pay stubs, 2 years of tax returns, pension or annuity statements, etc. Assets and bank account information does not count towards income."

Except as proposed above, all other terms and conditions of in Article 12.2 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

5. Amendment to Article 12.3 of the Declaration, by removing it and replace it in its entirety, new language as **underlined** while noting the changed and removed language by ~~**strikeout**~~:

"12.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of ownership, including transfer by quit claim deed, or the leasing of a Unit, the Association shall deliver a certificate of disapproval of the Association and the disapproved transaction shall not be made. The Association shall have the right to deny an applicant for purchase or lease if he or she does not meet the financial requirements of the Association as further detailed in this Declaration. Additionally, if the applicant has a felony conviction of less than 15 years from the date of the application or if the applicant has a misdemeanor conviction for a crime related to property theft, drugs or weapons, of less than 8 years from the date of the application, the Association has the right to deny the applicant."

Except as proposed above, all other terms and conditions of in Article 12.3 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

6. Amendment to Article 12.2(a) of the Declaration by adding subparagraph (6) as follows, new language as **underlined** while noting the changed and removed language by ~~**strikeout**~~:

"(6) ESCROW DEPOSIT REQUIREMENT In the event a prospective Purchaser has filed bankruptcy less than 7 years from the date of the application, along with the other required documentation to be provided to the Association, the prospective Purchaser must provide a Cashier's Check in the amount equivalent to 12 months worth of maintenance to be held by the Association and deposited in a non-interest bearing account, after closing on the purchase, for 12 months. Should a 12 month on time payment be established by the new Owner, the funds provided will be returned within 30 days following a written request received from the new Owner. Should the new Owner fail to make a payment, the Association shall apply the funds held in Escrow to the missed payment and the 12 month on time period shall start over from the next on time payment received by the Association."

Except as proposed above, all other terms and conditions of in Article 12.2 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

7. Amendment to Article 12 of the Declaration as follows, new language as **underlined** while noting the changed and removed language by ~~**strikeout**~~:

"12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenital residents who are financially and socially responsible and thus protect the value of the Condominium Property, the transfer and mortgaging of Units shall be subject to the following provisions **and the additional requirements that any and all purchasers, tenants, residents or occupants of a Unit, regardless of whether a lease is in effect or length of occupancy in the Condominium, must be screened and approved by the Association prior to occupancy, and any person not listed on the deed shall only reside in the Unit with the Unit Owner during the first 24 months of ownership, and are**

subject to all restrictions within the Declaration, as amended from time to time, as long as the Condominium Property exists: ..."

Except as proposed above, all other terms and conditions of in Article 12 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

8. Amendment to Article 14.7 of the Declaration as follows, new language as **underlined** while noting the changed and removed language by ~~strikeout~~:

"14.7 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.9 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charges to individuals in the State of Florida. **Additionally, the Association may charge a late fee of $25 or the maximum amount allowed by law, for any regular assessment and/ or special assessment received after the 10th day of the month**. In the event that any Unit Owner is in default in payment of any assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorney's fees and costs."

Except as proposed above, all other terms and conditions of in Article 14.7 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

9. Amendment to Article 9(f) of the Declaration as follows, new language as **underlined** while noting the changed and removed language by ~~strikeout~~:

"(f) PETS. Domestic pets or animals (provided, however, only one (1) dog and/ or one (1) cat) may be kept or harbored, **by Unit Owners only,** on the Condominium Property or Unit so long as such pets or animals do not exceed twenty-five (25) pounds when fully grown and do not constitute a nuisance. **Tenants or other occupants are not permitted to have a pet or animal on the Condominium Property or Unit. As of recording date of this amendment, current tenants or other occupants may keep their current pet or animal until the tenant or other occupant vacates the premises. No pet or animal shall be replaced by a tenant or other occupant if the current pet or animal dies or is lost.** A determination by the Board of the Association that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given, said pet shall be removed within forty-eight (48) hours of the giving of notice. All pets shall defecate only in the "pet walking" areas on the Condominium Property designated for such purpose, if any."

Except as proposed above, all other terms and conditions of in Article 9 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, the Association has caused these Amendments to the **Amended and Restated Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.**, to be executed by the duly authorized officer on this 9th day of April, 2019.

SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.

By: Karen M. Pruznick
, President of Association

Witness Printed Name
Rachel Frydman

Witness Signature

Witness Printed Name
Eileen Nejib

Witness Signature

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was executed before me this 9th day of **April, 2019**, by KAREN PRUZNICK, President of **SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.**, and the two witnesses, Rachel Frydman and Eileen Nejib who upon being duly sworn acknowledged to me that they signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 9th day of April, 2019.

IVONNE ZANI
State of Florida-Notary Public
Commission # GG 122871
My Commission Expires
September 28, 2021

Notary Public
My commission expires: