

This instrument was prepared by:
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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium for Pine Ridge South II has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3442 at Page 834; and

WHEREAS, the Second Amended and Restated Declaration of Condominium for Pine Ridge South II has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 23424 at Page 0727; and

WHEREAS, at a duly called and noticed meeting of the membership of Pine Ridge South II Condominium Association, Inc., a Florida not-for-profit corporation, held on February 24, 2021 and recessed to and reconvened on April 14, 2021, the aforementioned Second Amended and Restated Declaration of Condominium was amended pursuant to the provisions of said Second Amended and Restated Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Second Amended and Restated Declaration of Condominium are a true and correct copy of the amendments to the Second Amended and Restated Declaration of Condominium as amended by the membership.

**AMENDMENTS TO THE
SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
PINE RIDGE SOUTH II, A CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

Section 12. USE RESTRICTIONS: The Use of the Units shall be occupied by a Single Family, as defined in Section 4.10 above, its servants and guests, and person (s) mentioned in Section 12.2 (D) below, as a residence and for no other purpose.

12.2 Minimum Age Restriction and Limitation on Number of Occupants.

A. Minimum Age Restriction. Permanent occupancy of a Unit shall be restricted as follows:

(1) An individual of the age of 18 years or over may permanently occupy a Unit provided at least one other permanent occupant of the Unit is 55 years of age or older in accordance with Section 23 below.

The foregoing occupancy restrictions shall not be construed to prohibit the occupants of a Unit from entertaining guests of any age, who may visit a Unit, subject to the restrictions contained elsewhere in the Condominium Documents and Rules and Regulations of the Association. Other age restrictions are contained in Section 23 below.

B. Limitation on Number of Occupants. Unit Owners shall comply with all applicable ordinances and laws regarding occupancy limitations for their dwelling units. A maximum of two (2) residents may occupy a one (1) bedroom Unit and a maximum of four (4) residents may occupy a two (2) bedroom Unit.

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12.5 Vehicles and Parking

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J. The following restrictions also apply:

* * *

(4) The Owner(s) and permanent occupants of a Unit shall be limited to the parking of ~~two (2)~~ three (3) vehicles at any given time within the Condominium; ~~this restriction may be changed from time to time as to a given Unit only if approved by the Board of Directors upon request of the Owner(s)/permanent occupants of the Unit.~~ Furthermore, Owner(s) and permanent occupants may not park in a guest parking place unless the parking space assigned to the Unit

is unavailable. The Board may allow a fourth vehicle under the following conditions:

- (i) the number of vehicles must match the number of persons residing in the Unit; not exceeding four (4);
- (ii) there must be available guest parking to accommodate the additional vehicles; and
- (ii) the vehicles must be registered with the Association.

Approved additional vehicles must park in guest parking spots or at such other location(s) as determined by the Board.

- (5) All vehicles must have a parking sticker/permit. Cars must be registered with the Association and a sticker affixed to the vehicle or they will be subject to towing in accordance with Section 715.07, Florida Statutes, and local ordinances, as either is amended from time to time.

* * *

Section 13. LEASING OF UNITS; LOANING OF UNITS. A Unit Owner may lease only his entire Unit, and then only in accordance with this Section and Section 12.12 above, after receiving the approval of the Association. An Owner's loan of a Unit to a guest (in the absence of the Owner) shall also be subject to the procedures of Section 13.1 below. References in Section 13.1 below to lease of a Unit shall include an Owner's loan of a Unit to a guest (in the absence of the Owner); all references to leases shall include guests. An Owner's loan of a Unit to a guest (in the absence of the Owner) is further limited by the provisions of Section 12.3(B) above.

* * *

13.3 Frequency of Leasing. No lease shall be made more often than once in any twelve (12) month period. For purposes of calculation hereunder, a Lease shall be considered as made on the first day of the Lease term.

(a) ~~No Unit Owner may lease his or her Unit on an annual basis during the first three (3) years (36 consecutive calendar months) of ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the Unit, except:~~

- ~~(i) transfers by devise or inheritance to members of the family, as defined herein below, of a deceased Unit Owner;~~
- ~~(ii) a Unit acquired by the Association; or~~
- ~~(iii) transfers to add a member of the Owner's family to the title of the Unit for estate planning purposes.~~

~~(b a)~~ The term "family" is defined for the purposes of this Section 13.3 as grandparents, parents, siblings, children, and grandchildren.

~~(c)~~ In the event of conveyance of title with an approved occupant in possession under lease, said moratorium against leasing during the first three (3) years of ownership shall commence upon expiration of the lease, and such lease may not be renewed or extended.

~~(d)~~ The foregoing moratorium on leasing during the first three (3) years (36 consecutive calendar months) of ownership applies to annual leases only. An annual lease for the purposes of this Section 13.3 shall mean any lease with a term of more than six (6) calendar months. For purposes of calculation hereunder, a lease shall be considered as made on the first day of the lease term. The month in which the lease commences is considered the first calendar month of the lease, even if the lease does not begin on the first day of the month.

~~(e b)~~ The term "lease" as used in this Section shall have the same meaning as the term "rent" and may be used interchangeably.

~~(f c)~~ Notwithstanding the foregoing, Unit Owners taking title after this amendment is recorded in the Public Records may lease their Units only once in any twelve (12) month period, measured from the commencement date of the current lease, but for no greater than six (6) consecutive calendar months. Proviso. This provision shall not be considered to permit a Lease which is otherwise not allowed under the Condominium Documents or the Rules and Regulations of the Association.

13.4 Minimum and Maximum Lease Terms. After the expiration of the three (3) year moratorium on leasing, ~~no~~ No lease shall be made with a lease term which is less than three (3) consecutive months in duration, ~~not more than twelve (12) consecutive months in duration.~~

* * *

Section 15. Insurance.

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15.8 Unit Owner Insurance. Unit Owners are required to purchase a policy of insurance on all portions of the Unit for which the Association is not responsible under this Declaration or under the Act. The Association may require that proof of insurance be provided to the Board on an annual basis. If the Unit Owner fails to obtain such insurance or cancels such policy of insurance, the Association may obtain a policy on the Unit Owner's behalf and the Unit owner shall be responsible for the costs of such Association-purchased policy. The Association may also seek injunctive relief requiring the Unit Owner's compliance.

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Section 23. MINIMUM AGES FOR OCCUPANCY AND OCCUPANCY RESTRICTIONS UNDER THE FAIR HOUSING AMENDMENTS ACT OF 1988

23.1 MINIMUM AGES FOR OCCUPANCY. The minimum age for occupancy and their rights of visitation are as stated in Section 12.2 above.

23.2 STATEMENT OF INTENT. It is hereby declared by this COMMUNITY that the COMMUNITY desires and intends to provide housing for older persons, as defined in the ACT and the ADMINISTRATIVE RULES. It is more specifically the desire and intention of the COMMUNITY to meet the exemption for housing for older persons as is provided for in EXEMPTION THREE (55 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern. Furthermore, in addition to these amendments, the Association shall do whatever is required by the ACT and ADMINISTRATIVE RULES to publish its intention to and adhere to policies and procedures which demonstrate an intend to provide housing for persons 55 years of age and older.

23.3 OCCUPANCY BY OLDER PERSONS – 55 OR OVER HOUSING

~~23.3.1 Except for persons who are grandfathered in as provided for in Section 23.5, and except for persons referred to in Section 23.3.2 below, no Unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the Unit who has attained the age of 55 years. This occupancy requirement, if met, shall not be construed to permit occupancy by persons of an age otherwise prohibited by Section 12.2 of this Declaration.~~

Pine Ridge South II is intended as housing for older persons. Accordingly, the members of the Association wish to operate as housing for older persons as that term is used and defined in the applicable Federal and State Fair Housing laws. Accordingly, all Units shall be held for occupancy by persons fifty-five (55) years of age or older, subject to the exceptions noted below, and no permanent occupancy by persons under the age of eighteen (18) shall be permitted. The term occupancy shall have the meaning ascribed in the applicable Federal and State Fair Housing laws and the rules promulgated pursuant thereto. No occupancy shall be permitted by individuals between the ages of eighteen (18) and fifty-four (54), inclusive, unless the Unit is also occupied by at least one person fifty-five (55) years of age or older. Persons under eighteen (18) years of age may visit and occupy a Unit as a guest, but no Unit may be occupied by persons under eighteen (18) years of age for more than sixty (60) days cumulatively for all such visits in a calendar year. Accordingly, the Board shall not approve any proposed transfer to persons who do not intend to hold the Unit out for occupancy by persons fifty-five (55) years of age and older or to persons who intend to occupy the Unit without at least one occupant who is fifty-five (55) year of age or older. The Board may permit sales where the title holders will not include at least one person fifty-five (55) years of age or older on the condition that all purchasers verify in writing in a form acceptable to the Association that they intend to hold the Unit out for occupancy by persons fifty-five (55) years of age or older or intend to occupy the Unit with at least one person fifty-five (55) years of age or older in occupancy with them at all times. The only exceptions where occupancy by persons between the ages of eighteen (18) and fifty-four (54), inclusive, will be permitted without at least one person fifty-five (55) years of age or older are the surviving spouse of a deceased member if the surviving spouse is between eighteen (18) years of age and fifty-four (54) years of age, inclusive, and the surviving children of a deceased member if surviving children are between eighteen (18) years of age and fifty-four (54) years of age, inclusive, if the surviving children were residing in the Unit with the age 55 or over unit owner prior to his or her death. The foregoing exceptions will only be permitted if the resulting occupancy levels will remain at least eighty (80%) percent as provided below or as required by applicable law.

The Board of Directors shall establish policies and procedures for the purpose of assuring that the Board implements the intent of this

provision in connection with the screening of sales, leases and all other transfers pursuant to this Declaration and for the purpose of assuring that all of the occupied Units in Pine Ridge South II operated by the Association are occupied by at least one person fifty-five (55) years of age or older as provided above. The Board of Directors shall take all reasonable steps to insure that the community's status as housing for older persons is preserved and protected. A census will be conducted as often as and in the manner required by applicable law, as amended from time to time.

* * * * *

WITNESS my signature hereto this 13 day of May, 2021, at Greenacres, Palm Beach County, Florida.

PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC.

[Signature]
Witness
Joseph MAUCERI
(PRINT NAME)

By: [Signature]
President

[Signature]
Witness
GERALD CRAWFORD
(PRINT NAME)

Attest [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13 day of May, 2021, by Joseph Mauceri and Gerald Crawford, as OWNER and OWNER, respectively, of Pine Ridge South II Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.



Beth Barie
Comm. #HH025727
Expires: July 30, 2024
Bonded Thru Aaron Notary

[Signature] (Signature)

Beth Barie (Print Name)
Notary Public, State of Florida at Large