This instrument was prepared by:
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Rosenbaum PLLC
250 S. Australian Avenue, 5th Floor
West Palm Beach, Florida 33401

CFN 20220416618
OR BK 33892 PG 998
RECORDED 10/17/2022 3:52 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 998 - 1002; (5pgs)

CERTIFICATE OF AMENDMENT TO THE HARBOUR CLUB DECLARATION OF RESTRICTIONS

WHEREAS, the **Harbour Club Declaration of Restrictions** (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, at Official Records Book **9471;** Page **1741** et. seq.; and

WHEREAS, the membership of **Harbour Club Association, Inc.** (the "Association"), a Florida not-for-profit corporation, approved the attached amendments to the Declaration by written consent to action without a meeting in accordance with Section 617.0701, Florida Statutes.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration are a true and correct copy of the amendments as approved by the membership:

(See attached Amendments to the Declaration)

HARBOUR CLUB ASSOCIATION, INC.

By: Laura Hermann
Laura Hermann, President

Witness No. 1

ASAD MASOOD
(PRINT NAME)

Witness No. 2

Rachel L Ritter
(PRINT NAME)

STATE OF FLORIDA:
COUNTY OF Palm Beach:

The foregoing instrument was acknowledged before me this 4 day of October, 2022, by Laura Hermann, as President, respectively, of **Harbour Club Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation by means of ☑ physical presence or ☐ online notarization. She is personally known to me, or have produced FL DL as identification and did take an oath.

Asad Masood (Signature)

ASAD MASOOD (Print Name)
Notary Public, State of Florida at Large

ASAD MASOOD
MY COMMISSION # GG 921663
EXPIRES: November 4, 2023
Bonded Thru Notary Public Underwriters

2975308

2975308

HARBOUR CLUB ASSOCIATION, INC.

Jenna Fortgang By: _____ Witness No.1

Jenna Fortgang, Vice President

Elissa Shepherd
(PRINT NAME

Jenna Fortgang
(PRINT NAME)

_____
Witness No. 2

Maria Carrizosa
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 5th day of OCTOBER, 2022, by Jenna Fortgang, as Vice President, respectively, of **Harbour Club Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation by means of ☒ physical presence or ☐ online notarization. She is personally known to me, or have produced _____ as identification and did take an oath.

DANIELE D. AUGUSTO
MY COMMISSION # HH 086564
EXPIRES: January 31, 2025
Bonded Thru Notary Public Underwriters

_____ (Signature)

DANIELE D. AUGUSTO (Print Name)
Notary Public, State of Florida at Large

AMENDMENTS TO THE HARBOUR CLUB DECLARATION OF RESTRICTIONS

Additions shown by "underlining", deletions shown by "~~strikeout~~".
Unaffected text shown by "* * *"

Proposal 1. Section 15 of the Harbour Club Declaration of Restrictions titled "Association to Adopt Rules and Regulations," is amended as follows:

15. ASSOCIATION TO ADOPT RULES AND REGULATIONS. The ASSOCIATION shall have the power, through its Board of Directors, to adopt reasonable rules and regulations respecting the use and enjoyment of any LOTS, COMMON AREA, PARKING SPACES, easements, STREET and driveways, including, but not limited to, (a) use of such lands for recreation purposes, (b) the control of traffic in the SUBDIVISION, (c) limiting the term of any leases ~~of less~~ to not ~~more than one (1) year nor~~ less than ~~six (6)~~ twelve (12) months duration, (d) pets, (e) occupancy by children (subject to applicable federal, state and local law), (f) noise, nuisances and disturbing activities, (g) maintenance and operation of any common lines, facilities, or systems, (h) use of the dune and beach area.

Sections 27(g) and 27(h) of the Harbour Club Declaration of Restrictions are added as follows:

27. Lease or rental of LOTS and residences subject to Approval. Except as otherwise provided herein, no Owner may lease or rent a LOT and residence without the prior approval of the Board of Directors of the Association. The Board of Directors may disapprove of any prospective lease or rental for good cause as defined herein.

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(g) Waiting Period to Lease a LOT and residence. An OWNER may not rent or lease a LOT or residence during the first twelve (12) months of ownership ("12-month Wait Period"). If title to a LOT or residence is acquired subject to an approved lease, the OWNER of such LOT or residence shall be prohibited from leasing the LOT or residence for a period of twelve (12) months commencing at the end of the lease term in existence at the time of transfer of title to the LOT or residence. Ownership is hereby defined to commence upon the date that a valid deed of conveyance of the subject LOT or residence is recorded in the Public Records of Palm Beach County, Florida. The 12-month Wait Period contained in this paragraph shall not apply when: (i) an institutional lender or the ASSOCIATION takes title to a LOT or residence by foreclosure or deed-in-lieu of foreclosure; (ii) an OWNER transfers an interest in a LOT or residence to his or her spouse

or domestic partner; (iii) an OWNER transfers the LOT or residence to a trust created by the OWNER for estate planning purposes and the OWNER is also the owner of the trust.

(h) Lease Term. All leases shall have a lease term of twelve (12) months. No OWNER may rent or lease a LOT or residence more than once in any 12-month period. The Board of the ASSOCIATION reserves the right to permit an OWNER to extend an approved lease scheduled to expire for a renewal term of less than 12 months or to lease their LOT or residence more than once in any 12-month period based on hardship circumstances of either the OWNER or lessee(s), qualification for which shall be determined by the Board on a case-by-case basis. By way of illustration only, and without limitation, hardship exceptions include circumstances where the OWNER has suffered or sustained a severe or debilitating injury or illness, or where the tenant is in the process of relocating but is unable to take possession of his or her new residence prior to the expiration of the approved lease term and needs to renew the lease for a period less than 12 months. No LOT may be listed or occupied pursuant to any short-term occupancy agreement, vacation, swap, or other similar arrangements through AirBnB, VRBO, or similar enterprise.

Sections 28 of the Harbour Club Declaration of Restrictions are added as follows:

28. Animals and Pets.

(a) Limitation on Type of Pets Owned. No animals, snakes, livestock, agricultural animals, exotic animals, poultry, etc. of any kind may be raised, bred, harbored, or permitted on or in any LOT or residence, with the exception of no more than an aggregate of two (2) pets which must be dog(s), cat(s), or other household pet such as: fish or very small birds provided that they do not become a nuisance or annoyance, subject to rules and regulations promulgated by the BOARD. Pets are permitted to be harbored with the permission of the BOARD. Such permission in one instance shall not be deemed blanket permission in any other instance and any such permission may be revoked at any time at the sole discretion of the BOARD who may, in their discretion, promulgate such rules and regulations from time to time concerning the harboring of pets. Breeding or raising of any animal(s) or pet(s) including ordinary household pets for any commercial purposes whatsoever within the SUBDIVISION is prohibited.

(b) Animals in Public Areas. In no event shall pets or animals be permitted in any of the COMMON AREA unless on a leash and under positive control.

(c) Nuisance Animals. If any animal becomes a nuisance to other residents by barking or otherwise, the OWNER must cause the problem to

be corrected within forty-eight (48) hours; and if not corrected within forty-eight (48) hours, the OWNER, upon written notice from the ASSOCIATION will be required to remove their animal from the SUBDIVISION. The resident must assure that pets do not create a nuisance or unreasonable disturbances

(d) Additional Regulations for Harboring Pets. Keeping of a dog or other domestic pet is not the right of a resident but is a conditional license, which is subject to termination, at any time by the BOARD upon finding that a dog or other pet is vicious or is annoying to other residents or has in any way become a nuisance. Animal excrement shall immediately be removed and deposited in a properly enclosed trash receptacle on the OWNER'S LOT. Storm drains and sewers are not to be used as waste matter receptacles. Failure to comply with this condition shall lead to proceedings to remove the animal from the SUBDIVISION. No pet shall be tied up outside of a LOT or residence or confined in any screened or enclosed porch or patio, unless someone is present in the LOT or residence. Barking dogs shall be removed from the patio or enclosure immediately. No pet(s) shall be left unattended in a vehicle or outside a LOT or residence or on the COMMON AREA.

(e) Assistance Animals. Pursuant to all applicable Federal and State laws, an OWNER or resident may make a request to the ASSOCIATION for a reasonable accommodation to the foregoing animal restrictions, in order to maintain an emotional support/service animal in a LOT or residence, provided that the requesting OWNER satisfies the requirements of applicable law.

(f) Liability. Residents are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each resident who keeps a pet agrees to indemnify the ASSOCIATION and hold the ASSOCIATION harmless against any loss or liability of any kind whatsoever arising from or growing out of having any animal in the SUBDIVISION. The Association may, in its discretion, require a resident to carry animal liability coverage, either in the form of a rider to an existing homeowners insurance policy or as a separate policy, with the limits to be determined by the Board of Directors in its sound business judgment.

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