

This instrument prepared by:
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**CERTIFICATE OF AMENDMENT TO
THE 2ND AMENDED RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR FAIRWAY SIX, UNIT 1, A SUBDIVISION**

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions for Fairway Six, Unit 1, a Subdivision, was recorded in Official Record Book 1061, Page 610 of the Public Records of Manatee County, Florida (the "Original Declaration").

WHEREAS, the Original Declaration, as previously amended, was amended and restated through the recording of the 2nd Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Fairway Six, Unit 1, a Subdivision, as recorded in Official Record Book 2685, Page 5429 of the Public Records of Manatee County, Florida (the "2nd Amended and Restated Declaration").

WHEREAS, the owners of the lots in this subdivision, as members of the Fairway Six Club, a Homeowners' Association, Inc. (the "Association"), have found it necessary to amend the 2nd Amended and Restated Declaration.

NOW THEREFORE, the members of the Association voted to amend the 2nd Amended and Restated Declaration as set forth below:

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions.)

1. Section 7.1 is amended as follows:

7.1 Insurance by Association. The Association shall obtain and continue in effect as a Common Expense the following types of insurance:

(a) Comprehensive policy of public liability insurance covering the Common Property with limits to be approved by the Board, covering claims for personal injury and/or property damage.

(b) A policy of fire and casualty insurance with extended coverage for the full replacement value of all improvements to the Common Property, if determined feasible by the Board. The Association shall likewise insure tangible personal property owned by it.

~~(c) Property insurance for the buildings, excluding items, improvements and fixtures to be insured by Owners pursuant to Article 7.2 below.~~

~~(d)~~(c) Directors and Officers liability insurance.

~~(e)~~(d) Such other insurance in such other amounts and coverages as the Board shall from time to time determine to be appropriate and desirable.

2. Section 7.2 is amended as follows:

7.2 Owner's Insurance.

(a) Each Owner shall be responsible for obtaining and maintaining their own casualty insurance coverage for the Owner's residence constructed upon the Owner's Lot. The Association shall have the right to require Owners to provide proof of such casualty insurance as reasonably requested periodically by the Association. In the event that an Owner fails to obtain such insurance and/or provide proof of adequate insurance to the Association, the Association shall have the right, but not the obligation, to obtain casualty insurance on the Lot and its improvements, and the costs of such insurance shall become an assessment against the Lot, which shall be subject to lien and foreclosure rights similar to other Assessments imposed by the Association as provided herein.

(b) Each Owner shall be responsible for obtaining and maintaining their own insurance coverage for household interiors, household contents, personal property, and individual Homeowners personal liability. The Association shall not obtain any such insurance on behalf of an Owner.

3. Section 9.4(a) is added as follows:

9.4(a) Cap on Number of Lots to be Leased. Unless otherwise provided herein, no more than ten percent (10%) of the Lots in the subdivision shall be leased simultaneously at any given time. The Board of Directors shall have the authority to adopt reasonable policies regarding a leasing waiting list or other rules and regulations in order to track and administer the leasing cap and establish qualifications for the ability to lease a Lot in accordance with this provision. This provision shall not apply to any Lot obtained by the Association through Association lien foreclosure or deed in lieu of foreclosure.

(i) This leasing cap applies to all owners that purchase or obtain title to a Lot after the effective date of this provision, and it applies to all owners that are not leasing their Lot on the effective date of this provision. The cap shall not apply to owners who are renting their Lots as of the effective date of this provision, and such owners shall be permitted to continue to lease their Lot, subject to the following provisions: If the owner ceases to lease the Lot for a period of three (3) months or more, or if the owner or the owner's family members or guests move into the home on the Lot, the Lot shall be removed from the list of approved leased Lots. Any subsequent leases shall be subject to the leasing cap described in this section.

CERTIFICATE OF AMENDMENT

The undersigned officer of the Fairway Six Club, a Homeowners' Association, Inc., a Florida not-for-profit corporation, hereby certifies that the foregoing amendments to the 2nd Amended and Restated Declaration were approved and adopted by the requisite number of members of the Association. The undersigned officer further certifies that the amendments were adopted in accordance with the Association's governing documents and applicable law.

7 IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this day of December, 2023.

Witnesses to President's Signature:

1. Sign: [Signature]
Print Name: Michelle M. Ash
Address: 1800 2nd St. Ste B3 Sarasota, FL 34234

2. Sign: [Signature]
Print Name: Karla Lorraine Argeta
Address: 1800 2nd St. Ste 653 Sarasota, FL 34236

FAIRWAY SIX CLUB, A HOMEOWNERS ASSOCIATION, INC.

Signed by: [Signature]
Print Name: MARGARET CAROLI
As President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this this 7th day of December, 2023, by Margaret Caroli as President of the Association, who is personally known to me or has produced _____ as proof of identification.

My Commission Expires: 6/7/2027

[Signature]
Notary Public, State of Florida
Print Name: Jennifer H.N. Summeralls
Date: 12/7/2023



JENNIFER H.N. SUMMERALLS
Notary Public
State of Florida
Comm# HH407986
Expires 6/7/2027