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Prepared by and Return to
The Fairways Homeowners Association, Inc
100D Plantation Drive
Titusville, FL 32780

LISA BABCOCK
539 FAIRWAYS DR
TITUSVILLE FL 32780

FOURTH AMENDMENT TO
THE FAIRWAYS AT THE GREAT OUTDOORS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FOURTH AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of The Fairways at the Great Outdoors ("Fourth Amendment") is made this 15 day of February, 2018 by THE FAIRWAYS HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

WHEREAS, that certain The Fairways at the Great Outdoors Declaration of Covenants, Conditions and Restrictions, dated February 10, 1995, was originally recorded in Official Records Book 3455, Page 1238 *et seq.*; and was subsequently amended by the First Amendment recorded in Official Records Book 3506, Page 3225; the Corrective First Amendment recorded in Official Records Book 3719, Page 0743; the Second Amendment recorded in Official Records Book 3533, Page 4703; and the Third Amendment recorded in Official Records Book 5170, Page 3755; all in the Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, amendment of the Declaration requires a vote of the owners of at least two-thirds (2/3) of the voting interest of the Association membership in accordance with Section 1.3 of the Declaration;

WHEREAS, this Fourth Amendment was passed by the affirmative vote of the owners of at least two-thirds (2/3) of the voting interest of the Association;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section VIII.1 OCCUPANCY OF LOTS is hereby amended in its entirety to read as follows:

1. Occupancy of Lots. Each Residential Lot shall be used as a residence only, except as otherwise herein expressly provided. A Lot owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Lot Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Lot (as described below), as the case may be. Occupants of an approved leased or subleased Lot must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Lot at one time. "Families" or words of similar import

used herein shall be deemed to mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than four (4) persons not so related who maintain a common household in a Lot. In no event shall occupancy (except as provided in Subsection ~~116.15~~) exceed two (2) persons per each bedroom in the Lots. The Board of Directors shall have the power to authorize occupancy of a Lot per bedroom by more than two (2) persons on a case-by-case basis ~~by persons in addition to those set forth above. The restrictions in this Subsection 16.6 shall not be applicable to Lots owned by the Developer.~~

2. Section VIII.10 PETS is hereby amended in its entirety to read as follows:

10. PETS. Except as otherwise required by law, (i) No no animals or fowl shall be kept except customary household pets, and (ii) No no more than two (2) pets, excluding fish, may be kept by any Lot Owner.

Any excretion left by a pet outdoors must be picked up immediately and disposed of in an a sanitary manner by the person walking the pet.

A pet which causes any disturbance, annoyance or harm, such as barking, growling, howling, biting, squawking, quacking or any other undesirable noise which annoys or causes harm to a neighbor is a nuisance, subject to a written complaint. If a resident files a written complaint with the Board to the effect that any of these pet rules have been violated and the Board determines that a violation has or is occurring, the Board shall serve the Lot Owner in writing to either correct the violation or to dispose of the pet. If, after a second written complaint, the Board determines that the violation is continuing or that there is another violation of the same nature, the pet will be deemed to have endangered the life, health, safety, or well being of residents and is forever barred from the park. The Lot Owner shall remove the pet from the park within two (2) weeks.

Pets kept in an aquarium, such a fish, are excluded from these rules.

3. Section VIII.11 CHILDREN, as follows, is hereby deleted in its entirety and is not replaced:

~~11. CHILDREN. Children under eighteen (18) years of age are permitted upon Condominium Property with the supervision of a parent or other responsible adult. Children under eighteen (18) years of age must be accompanied by a parent or responsible adult at all times. If a child's conduct is destructive, loud, irresponsible or abusive, such child may be removed from any common area by or upon the requirement of the CSA or its authorized representative and shall not thereafter be permitted to return until such~~

~~conduct shall have been remedied. Parents or guardians are responsible for the conduct of their children or other minors in their care at all times.~~

4. Except as otherwise provided herein, all other terms of the Declaration, as previously amended, remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Fourth Amendment to be executed this 15 day of February, 2018.

Witnessed by:

Lisa Babcock

LISA BABCOCK

Witness Sign and Print Name

Robert L. Hazlett

ROBERT L. HAZLETT

Witness Sign and Print Name

THE FAIRWAYS HOMEOWNERS ASSOCIATION, INC.

By: James Heiden
[Signature]

James Heiden
[Printed Name]

Title: President

STATE OF FLORIDA :
COUNTY OF BREVARD :

The foregoing instrument was executed before me this 15 day of February, 2018, by JAMES HEIDEN, as President of The Fairways Homeowners Association, Inc., the corporation in whose name the foregoing instrument was executed, on behalf of the corporation, who is personally known to me.

Lynn Jacobs
Notary Public Signature

[SEAL]



CERTIFICATE

The undersigned President and Secretary of The Fairways Homeowners Association, Inc. (the "Association"), certify that the attached FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE FAIRWAYS AT THE GREAT OUTDOORS was duly enacted by the vote of owners of at least two-thirds (2/3) of the voting interest of the Association membership, all in accordance with Section 1.3 of the Declaration of Covenants, Conditions and Restrictions of the Association.

Witnessed by:

THE FAIRWAYS HOMEOWNERS
ASSOCIATION, INC., a Florida corporation
not for profit

Lisa Babcock
LISA BABCOCK
Witness Sign and Print Name

By: *James Heiden*
James Heiden as President

Robert L. Hazlett
ROBERT L. HAZLETT
Witness Sign and Print Name

Attest: *Jonathan L. Reeves*
Jonathan L. Reeves as Secretary

STATE OF FLORIDA :
COUNTY OF BREVARD :

The foregoing instrument was executed before me, this 15 day of February, 2018, by JAMES HEIDEN and JONATHAN L. REEVES, known to me to be the President and Secretary, respectively, of THE FAIRWAYS HOMEOWNERS ASSOCIATION, INC., the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same for such corporation under authority duly vested in them by said corporation.

Lynn Jacobs
Notary Public/Signature

[SEAL]

