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MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
03/15/2005 02:50:38 PM  
REC FEE 35.50

This instrument prepared by and )  
should be returned to: )  
)  
Sara K. Wilson, Esquire )  
TAYLOR & CARLS, P.A. )  
850 Concourse Pkwy. S. )  
Suite 105 )  
Maitland, Florida 32751 )  
(407) 660-1040 )  
)

**AMENDMENT  
TO THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR FAIRWAY COVE**

THIS AMENDMENT is made and entered into this 15<sup>th</sup> day of November, 2004, by the Board of Directors of FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION."

**WITNESSETH**

**WHEREAS**, the DEVELOPER executed the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FAIRWAY COVE, and caused the same to be recorded on May 3, 1988, in Official Records Book 3978, Page 0432 of the Public Records of Orange County, Florida (hereinafter referred to as "Declaration"); and

**WHEREAS**, pursuant to Article XII, Section 6 of the Declaration, the Board of Directors of the ASSOCIATION has the right, upon the approval of at least two-thirds of the members of said Board, to amend the Declaration by recording an amendatory instrument in the Public Records of Orange County, Florida, executed by the President and Secretary of the ASSOCIATION; and

**WHEREAS**, the Board of Directors of the ASSOCIATION has determined that the following amendments to the Declaration are necessary and beneficial to the preservation and management of FAIRWAY COVE and the operation of the ASSOCIATION and has unanimously approved the same at a meeting of the Board on November 15<sup>th</sup>, 2004.

**NOW, THEREFORE**, in consideration of the premises, the Board of Directors of the ASSOCIATION hereby declares the following:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

NOTE: ADDITIONS TO TEXT ARE INDICATED BY **UNDERLINE**; DELETIONS BY **~~STRIKEOUT~~**

2. Article XI, RESTRICTIVE COVENANTS, Section 4 of the Declaration is amended to read as follows:

Section 4. Games and Play Structures. All **permanent and portable** basketball **goals and** backboards and any other fixed games and play structures shall be located at the side or rear of the Improvement, or on the inside portion of the corner lots within the set back lines. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Improvement constructed thereon. **All permanent and portable basketball goals and backboards as well as any other fixed games or play structures shall be installed properly and shall be maintained in a continuous state of good repair.**

3. Article XI, RESTRICTIVE COVENANTS, Section 15 of the Declaration is amended to read as follows:

Section 15. Maintenance of the Property. In order to maintain the standards of FAIRWAY COVE, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. **When maintaining any Lot on any portion of the Property, no OWNER shall allow any landscaping or building materials to remain in an unused condition on said Lot for more than ten (10) days without ARB approval.** If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, the ARB, or the Master Association, the DEVELOPER, the ASSOCIATION and/or the Master Association shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER, the ASSOCIATION and/or the Master Association may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER, the ASSOCIATION or the Master Association may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION or the Master Association. If the OWNER fails to reimburse the ASSOCIATION or the Master Association (as the case may be) for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION or the Master Association, the ASSOCIATION or the Master Association shall levy a Special Assessment against the Lot as

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provided in Article VI. Such entry by the DEVELOPER or the ASSOCIATION or the Master Association or its agents shall not be a trespass. The OWNER of each Lot shall also be responsible for mowing and maintaining the grassed area(s) immediately adjacent to such OWNER's Lot, and lying between the streets, roadways and right-of-ways as shown on the Plat, and the sidewalk or other pathways used for pedestrian traffic. It shall be the OWNER's responsibility to maintain all landscaping, including but not limited to shrubs, trees, bushes, and other plantings located on the Lots or on the said grass strips adjacent to the OWNER's Lot so that landscaping does not impede the clear passage on the sidewalks, paths, streets and roadways or otherwise impede a clear line of sight as specified in Article VIII, Section 4(r) hereof.

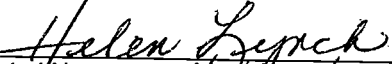
3. Except as amended by this instrument, the Declaration shall remain in full force and effect as originally executed and subsequently amended.

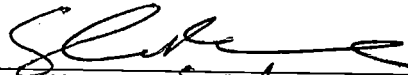
**IN WITNESS WHEREOF**, the President and Secretary of the ASSOCIATION have caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

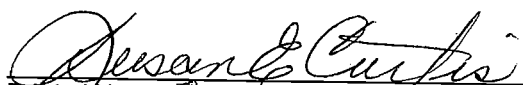
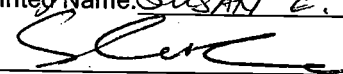
**FAIRWAY COVE  
HOMEOWNERS' ASSOCIATION, INC.,  
a Florida not for profit corporation**

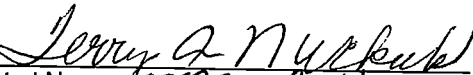
  
Printed Name: Susan E. Curtis

By:   
Printed Name: Helen Lynch  
Title: President

  
Printed Name: Sue Ann Reichard

Address: 6601 Cristina Marie Dr.  
Orlando, FL 32835  
(CORPORATE SEAL)

  
Printed Name: SUSAN E. CURTIS  
  
Printed Name: Sue Ann Reichard

ATTEST:  
By:   
Printed Name: TERRY A. NUCKOLS  
Title: Secretary  
Address: 6601 FAIRWAY COVE DR  
ORLANDO, FL 32835

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FAIRWAY COVE was acknowledged before me this 15 day of NOVEMBER, 2004, by HELEN LYNCH and TERRY NUCKOLS, as President and Secretary, respectively of FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, on behalf of

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the corporation. They  are personally known to me or  have produced \_\_\_\_\_ as identification.

(Notarial Seal)



Martha Saez  
NOTARY PUBLIC - STATE OF FLORIDA  
Print Name: MARTHA SAEZ  
Commission No.: DD 339231  
My Commission Expires: 7-20-08

**JOINER AND CONSENT OF MASTER ASSOCIATION**

The METROWEST MASTER ASSOCIATION, INC., causes the foregoing AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FAIRWAY COVE to be executed in its name to acknowledge its approval of and agreement to the terms, conditions, covenants and restrictions set forth therein.

Signed, sealed and delivered in the presence of:

Marie S. Dooddy  
Printed Name: Marie S. Dooddy  
Janice L. Shepherd  
Printed Name: Janice L. Shepherd

**METROWEST MASTER ASSOCIATION, INC.,** a Florida not-for-profit corporation

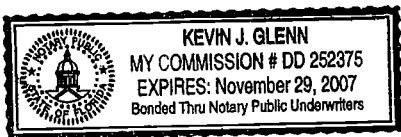
By: T. Andrew Pughe  
Printed Name: T. Andrew Pughe  
Title: Sec. Treasurer / Man Dir.  
Address: 1803 Park Center Dr. S. 211  
Orlando, Florida 32835

(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 3rd day of December, 2004, by T. Andrew Pughe, as Secretary Treasurer of METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation.  He/She is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notarial Seal)



Kevin J. Glenn  
NOTARY PUBLIC - STATE OF FLORIDA  
Print Name: Kevin J. Glenn  
Commission No.: DD 252375  
My Commission Expires: 11/29/07

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