

**CERTIFICATE OF AMENDMENT TO THE ARCHITECTURAL PLANNING  
CRITERIA FOR FOXE CHASE PROPERTY OWNERS' ASSOCIATION, INC.**

**WHEREAS**, the Declaration of Covenants and Restrictions for Foxe Chase Property Owners' Association, Inc. ("Association") has been duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 3156 at Page 1169; and

**WHEREAS**, the Amended and Restated Declaration of Covenants and Restrictions for Foxe Chase ("Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 24357 at Page 693; and

**WHEREAS**, the aforementioned Declaration provides for the formation of a committee known as the Architectural Review Board ("ARB"); and

**WHEREAS**, the aforementioned Declaration provides the Board of Directors of the Association, on the recommendation of said committee, shall adopt and modify or amend from time to time the Architectural Planning Criteria for Foxe Chase, which criteria are to be set forth in writing and made known to all owners and all prospective owners in Foxe Chase; and

**WHEREAS**, at a duly called and noticed meeting of the Board of Directors of the Association held on January 24, 2024, the aforementioned amendment to the Architectural Planning Criteria for Foxe Chase was approved pursuant to its provisions and those of the Declaration and Florida law.

**NOW, THEREFORE**, the undersigned hereby certify the amendment attached hereto as Exhibit "1" to the Architectural Planning Criteria for Foxe Chase is a true and correct copy of the amendment as amended by the Board

**IN WITNESS WHEREOF**, my signature affixed below on this 31 day of Jan, 2024

Witness #1: [Signature]

Print name: Bea Eriksson

Foxe Chase Property Owners' Association, Inc.

By: [Signature]  
Jeffrey Cohen, President

Witness #2: [Signature]

Print name: David Gray

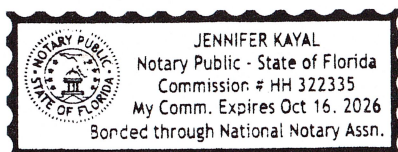
By: Patrick McMahon 1/30/24  
Patrick McMahon, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, this 31 day of January 2024, the undersigned authority, personally appeared Jeffrey Cohen and Steve Tiger, who, after first being duly sworn, did depose and state the above and foregoing statements are true and correct The foregoing instrument was sworn to and subscribed before me by Jeffrey Cohen and Patrick McMahon who ☒ are personally known to me or ☐ who produced \_\_\_\_\_ as identification.

My Commission Expires:

[Signature]  
Notary Public



## **Guest Cottage Restrictions**

### **1. Definition.**

- (a) "Immediate Family Member" is defined as an Owner's spouse, child, stepchild, or parent. Unless expressly stated below, Immediate Family Members are exempt from the Guest, Long Term Guest, and Holdover Guest restrictions set forth herein. However, Owners are required to submit documents or other information that the Association may request to verify the identity of an Immediate Family Member.
- (b) "Guest" is defined as a person staying in a Guest Cottage according to these *Guest Cottage Restrictions*. A person leasing a home in the Association is not considered a Guest. An Immediate Family Member is not a "Guest".
- (c) "Guest Cottage" is defined as an accessory sleeping quarters provided temporarily for non-paying guests by the owner/occupant of a principal residence. Guest Cottages cannot be used as a residence for caregivers, nannies, or other owner/occupant contractors or employees. Guest Cottages may be used for non-residential purposes for a limited, designated period, subject to prior written approval by the Architectural Review Board ("ARB").
- (d) "Governing Documents" is defined as the Association's governing documents as per Fla. Stat. §720.301, the Association's Rules, and ARB restrictions, as amended from time to time.
- (e) "Holdover Guest" is defined as a guest staying at a Guest Cottage longer than the time stated on the Guest's registration with the Association or, in any event, more than ninety (90) contiguous days. Holdover Guests are subject to immediate removal as set forth herein. An Immediate Family Member cannot be a "Holdover Guest."
- (f) "Long-Term Guest" is defined as a Guest with prior approval from the Association to stay at a Guest Cottage for at least seven (7) but no more than ninety (90) contiguous days. An Immediate Family Member is not a "Long Term Guest."

2. **Guest Cottage Construction Limitations.** In addition to the restrictions set forth in the Association's Governing Documents and the ordinances promulgated by local governing authorities, a Guest Cottage shall also be subject to the following limitations:

- (a) A Guest Cottage shall not exceed a maximum of 1,000 square feet of interior Floor Space. Only one (1) Guest Cottage is permitted per Lot.
- (b) RESERVED.

- (c) Floor Space utilized as a porch or patio shall not exceed 500 square feet of the 1000 SF Guest Cottage Floor Space.
  - (d) A Guest Cottage shall not have more than two bedrooms and two bathrooms.
3. Kitchen or Cooking Facilities. A Guest Cottage may not have indoor or outdoor kitchen or cooking facilities.
4. Compatibility. A Guest Cottage shall be architecturally similar to the principal residence in character and materials as determined at the sole discretion of the ARB.
5. No Separate Utility Service. A Guest Cottage shall not have a separate meter for any utility. Guest Cottage utility services must be connected to the same utility meter, service, and account as the principal residence.
6. No Alternating Occupation. Owners may not live in the Guest Cottage and lease, rent, or vacate their principal residence. Owners must reside in the principal residence when a Guest occupies a Guest Cottage.
7. No Leasing/Renting. Guest Cottages may not be leased, bartered, gifted, or rented in any manner, regardless of the type of consideration.
8. Guests.
- (a) All Guests must register with the Association by notifying the Foxe Chase Property Manager and front gate personnel of each Guest's name, address on official government identification, and vehicle information before arrival.
  - (b) A Guest is prohibited from having his/her own guest(s) stay overnight.
  - (c) The Lot Owner of a Guest Cottage must register Long-Term Guests (intending to stay overnight for 7 (seven) or more contiguous days) by submitting an application at least 3 business days prior to the proposed Long-Term stay at the Association.
  - (d) Failure to notify the Association of a Long-Term Guest's presence as set forth herein is expressly prohibited and will subject the Long-Term Guest(s) to immediate removal by the Association.
  - (e) Occupation of a home by a Long-Term Guest before approval from the Association will subject the Long-Term Guest(s) to immediate removal by the Association.

- (f) The Board of Directors shall charge Lot Owners a non-refundable application fee and security deposit for each Long-Term Guest. The application fee is one hundred dollars (\$100.00) and shall be determined annually by the Board of Directors through its rulemaking authority. If not so determined, the prior year's amount shall be used. The security deposit amount is \$1,000. (One Thousand Dollars) and will be held in a non-interest-bearing account ("Security Deposit"). The Association shall use Security Deposit funds to pay the cost of any damage to the Association's common areas and elements or for a breach of the Association's Governing Documents and/or Guest Cottage Restrictions. Holdover Guests are subject to removal as stated herein, and the Owner will forfeit the entire Security Deposit as a nonexclusive remedy by the Association for any Holdover Guest.
- (g) Among other criteria, as may be established by the Board of Directors by Rule for Long-Term Guest approval, a prospective Long-Term Guest may be denied entry or removed from the Association as follows:
1. An applicant has a history of noncompliance with community association covenants, rules, or restrictions, including, but not limited to, the Association.
  2. Criminal Background. The Association does not prohibit any specific type or category of past criminal conduct except as set forth below. The Board of Directors will consider the totality of the circumstances when evaluating prior criminal convictions, including the nature, severity, and recency of the crime, as well as the particular facts or circumstances surrounding the crime, the age of the applicant at the time, good ownership or rental history, and rehabilitation efforts undertaken. If the Board of Directors determines the applicant's criminal history indicates the applicant is a risk to the safety of the Association or its members and guests, the applicant will be denied. Notwithstanding the foregoing, any applicant convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 USC 802) shall be denied. This subsection is intended to comply with all applicable housing laws and rules, including, without limitation, the Fair Housing Act.
  3. The Owner or any applicant fails to comply with the requirements set forth herein or fails to provide documentation requested by the Association.
  4. The Owner and/or Lot have existing violations.
  5. The Owner is delinquent in paying any monetary obligation to the Association.
  6. An applicant takes possession of the Guest Cottage before the approval by the Association as provided for herein.

7. Such other criteria as the Board of Directors may establish by Rule.

- (g) Guests staying at a Guest Cottage shall not have any Association member privileges. By way of example, but not limitation, Guest vehicles may not have a parking sticker or front gate opener.

9. Indemnify, Hold Harmless and Defend. Owners are strictly responsible for the acts and omissions of their Guests. In consideration of the Association allowing the construction of a Guest Cottage and overnight stays by Guests, the Lot Owner of a Guest Cottage agrees to indemnify, defend (including attorneys' fees and costs), and hold the Association, its officers, directors, staff, and agents harmless from and against any and all bodily injury claims, monetary or property damage claims, damages and causes actions including third-party claims related to or in connection with a Guest Cottage or a Guest using or attempting to use a Guest Cottage. The Association may levy an individual special assessment against a Lot Owner in furtherance of this paragraph in the amount of damages, attorneys' fees, and costs incurred by the Association. The Association has the right to file a lien for such damages, fees, and costs against the Owner's Lot, and the lien can be foreclosed upon in the same manner as set forth in the Governing Documents.

10. Ownership. A Guest Cottage is and shall remain an accessory to the principal residence and must remain under the same ownership as the principal residence. A Guest Cottage cannot be subdivided or sold separately.

11. Parking. Guests staying at a Guest Cottage may not use Common Areas to park a vehicle. A Guest must park a vehicle on the driveway used by the Owner of the principal residence. Neither Owners nor a Guest may park on lawns or Common Areas, including Bridlewood Circle, while a Guest stays in a Guest Cottage.

12. Ingress and Egress. Ingress and egress to/from a Guest Cottage must be through the principal residence only.

13. Garages and Carports. A Guest Cottage cannot have a carport or garage.

14. Remedies. In any dispute pertaining to a violation of the Association's Governing Document restrictions and/or these Guest Cottage Restrictions, the Association shall be entitled to reimbursement of all attorneys' fees and costs expended at all levels, including the demand through appellate levels and the costs and attorney's fees incurred in obtaining a determination from the Court (A/K/A "fees for fees"). As a non-exclusive remedy for a breach or a violation of the Guest Cottage Restrictions and/or other Association Governing Document restrictions (including Rules), the Association may seek to evict the Guest using the State of Florida's statutory summary eviction procedures for residential evictions.