

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM
of
PALM COURT CONDOMINIUM

This First Amendment to the Declaration of Condominium of PALM COURT CONDOMINIUM and its By-Laws and Rules and Regulations made this 17th day of May, 1985, by MARTIN E. ORLANDO, the President of the Board of Directors of the Association and by THEODORE LEINWEBER, the Association's Secretary/Treasurer and Board Member.

W I T N E S S E T H

WHEREAS, LANDA AT CORAL SPRINGS, INC. and PALM COURT CONDOMINIUM ASSOCIATION, INC. did, on or about August 2, 1984, execute the original Declaration of Condominium, By-Laws and Rules and Regulations of Palm Court Condominium, which was recorded on or about September 6, 1984, in Official Records Book 11979, Page 88, of the Public Records of Broward County, Florida (Exhibit "A"); and

WHEREAS, Paragraph 6 of the Declaration of Condominium allows for amendments of said Declaration of Condominium, By-Laws and Rules and Regulations; and

WHEREAS, all of the terms, conditions, specifications and requirements have been met for such amendments; and

WHEREAS, a duly noticed, proper Board of Directors meeting was held pursuant to the applicable governing clauses contained within the Declaration of Condominium, and the Board of Directors unanimously adopted and now does adopt and hereby place into Public Records of Broward County, The following amendments to the Declaration of Condominium, By-Laws and Rules and Regulations of Palm Court Condominium:

- 1. Paragraph 13.2 entitled "DEFAULT IN PAYMENT OF ASSESSMENTS",

Is hereby amended to read:

"Assessments and installments thereof, not paid within ten days from the date when they are due, to wit; the first of the month a

late fee of \$15.00 shall be assessed and together with the assessment shall bear interest at the highest lawful rate from the date due until paid. A Public notice posted on the Community Bulletin Board at PALM COURT CONDOMINIUM, shall be allowed to inform all unit owners of those other unit owners who are in arrears in their maintenance payments.

The remainder of the paragraph remains intact.

2. PARAGRAPH 17 entitled "OCCUPANCY AND USE RESTRICTIONS", specifically 17.1 "OCCUPANCY", shall be amended to read:

"Each residential unit shall be used as a residence only, except as otherwise herein expressly provided. The Association may enter into a lease with any unit owner, which shall allow it to place into the unit, a full time resident who shall be responsible for the maintenance at PALM COURT CONDOMINIUM. Said lease must be signed by the President of the Association as well as one other officer."

The remainder of the subparagraph remains intact.

3. PARAGRAPH 17.6 entitled "NUISANCES", shall be amended to read:

"No nuisance (as defined by the Association) shall be allowed on the Condominium property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of units or which interferes with the peaceful possession of, or proper use of the Condominium property by residents or occupants.

The improper disposal of trash or littering of the Condominium property shall be considered a nuisance and shall be dealt with appropriately, fines in an amount not less than \$50.00 shall be assessed against the violating unit. All trash is to be packed in a plastic bag tied tightly closed and placed in either a garbage disposal chute or canister. Under no circumstances is garbage to be disposed of in any other manner.

It shall be considered a nuisance if a unit shall not have proper window treatments covering on all windows of the unit. Approved coverings and window treatments are as follows:
(1)verticals;(2)horizontal

(3) drapes (subject to prior review by the Board of Directors, or authorized committee for approval). All windows must be covered with an approved covering within 30 days of the date of Initial occupancy of the apartment and must remain covered year round. Failure to follow the rules concerning window coverings shall accrue a fine of \$50.00 per week until an approved covering is put into place.

4. PARAGRAPH 17.8, entitled "LEASES", shall be amended to read:

"One portion of a unit (other than the entire unit) may not be rented. All prospective tenants and potential residents must attend a screening to be set up through the Board of Directors or authorized screening committee. A \$50.00 screening fee must be presented at the time of screening for reference check, said screening fee is non-refundable. Any lease which is entered into by a unit owner with a tenant, may not be renewed without the expressed written approval of the Board of Directors or authorized screening committee.

In the event that the Association must remove a tenant, the unit owner will not be permitted to re-rent or lease the unit for the remainder of the lease term. This provision, however, will not come into effect, unless after giving written notice by the Association, the unit owner chooses not to proceed with removal of the tenant and leaves the Association with no alternative but to remove the tenant itself.

The remainder of the subparagraph remains intact.

5. PARAGRAPH 17.10 entitled "PARKING AREA", shall be amended to read:

"One parking space shall be assigned to the exclusive use of each unit. The Association shall cause to be erected a sign to be posted to inform residents and visitors that illegally parked vehicles shall be towed at owner's expense. The Association further sanctions and allows the use of stickers to be placed on vehicle's windshields for illegally parked vehicles. Further, illegally parked vehicles may receive fines and assessments as further governed by the condominium documents. All cars

parked in the parking area must be parked with the front of the car facing forward toward the direction of the park stop-block. Since it is anticipated that children will be on the premises, a speed limit of 10 miles, per hour, is to be enforced. Failure to abide by the speed limit shall result in a fine of \$25.00 to the unit owner."

AMENDMENTS TO THE BY-LAWS OF PALM COURT CONDOMINIUM ASSOCIATION, INC

1. ARTICLE ONE, SUBPARAGRAPH 2. entitled "PRINCIPAL OFFICE". shall be amended to read:

"The principal office of the Corporation shall be at 3271 Riverside Drive, Coral Springs, Florida 33065."

2. ARTICLE THREE, entitled "MEMBERSHIP MEETINGS", SUBPARAGRAPH 2, NOTICES, shall be amended to read:

"Monthly Board of Directors Meetings shall be held at 3195 Riverside Drive at 8:00 P.M. on the 3rd Tuesday of each month. No further notice of said Board of Directors Meetings shall be required."

The remainder of the paragraph remains intact.

3. ARTICLE ELEVEN, entitled "COMPLIANCE AND DEFAULT", SUBPARAGRAPH 1, VIOLATIONS, shall be amended to read:

"In the event of a violation (other than the non-payment of an assessment), by an owner of any of the provisions of the Declaration, By-Laws or the act, the Corporation, by direction of its Board, shall notify the owner of said breach by written notice. A fine shall be assessed as determined by the majority of the Board of Directors and payment of said fine is due within 20 days of receipt of said notice. Refusal or failure to claim the notice shall be considered a waiver of receipt in all instances. If such violation shall continue or reoccur after the date of receipt of said notice, the Corporation shall have the right to treat such violation as an intentional, material breach of the Declaration, By-Laws or the act, and the Corporation shall then, at its option, have the following elections:"

The remainder of the subparagraph remains intact.

IN WITNESS WHEREOF, this 17th day of May, 1985, this FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF PALM COURT CONDOMINIUM has been executed.

PALM COURT CONDOMINIUM ASSOCIATION, INC.

Renea Horowitz
Robert Horowitz

By: Martin E. Orlando
MARTIN E. ORLANDO, President

PALM COURT CONDOMINIUM ASSOCIATION, INC.

Renea Horowitz
Robert Horowitz

By: Theodore Leinweber
THEODORE LEINWEBER, Secretary/Treasurer

STATE OF FLORIDA

COUNTY OF BROWARD

Before me, a Notary Public, authorized to take acknowledgments in the State and County set forth above, personally appeared MARTIN E. ORLANDO and THEODORE LEINWEBER, known to me and known by me to be the persons who executed the above, and he acknowledged before me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal in the State and County aforesaid this day of 19th day of May 1985.

Thomas G. Pyle
Notary Public, State of Florida
My Commission Expires:

