

96-295720 T#001  
06-19-96 09:19AM

→ Cobble East Condo  
3100 N.E. 18th AVE. Box 48  
Oakland Park, FL 33334

AMENDED CERTIFICATE OF AMENDMENT  
TO DECLARATION OF CONDOMINIUM OF  
COBBLE EAST CONDOMINIUM

(This Amended Certificate is to replace that Certificate of Amendment which was recorded in Official Records Book 23492, Page 143 of the Public Records of Broward County, Florida. The previous Certificate was recorded in error, in that it contained some language which was not approved by the Members. This Amended Certificate contains the approved language).

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Members on November 9, 1993, by a vote of not less than 2/3 of the voting interests of the Association, as required by Article XII of the Declaration of Condominium of Cobble East Condominium, as recorded in Official Records Book 10611, Page 72 of the Public Records of Broward County, Florida, the following amendments to the Declaration of Condominium have been made:

1. Article XII(B) of the Declaration has been amended as follows, with additions being underlined, and deletions begin scored through:

A unit owner intending to make a bona fide sale ~~ex-lease~~ of his parcel or any interest therein shall give the Association a written notice of his intention to sell ~~ex~~ to-lease, together with the name and address of the intended purchaser ~~ex-lessee~~, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the townhouse owner that he believes the proposal to be bona fide in all respects.

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A unit owner intending to make a bona fide lease of his parcel or any interest therein shall give to the Association the name and address of the intended lessee, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the townhouse owner that he believes the proposal to be bona fide in all respects.

The leasing restrictions provided hereinafter in this Article XII(B) shall not be applicable to any unit owner owning a unit as of the date of this Amendment. All leases for those units owned by such unit owners shall be grandfathered under these provisions.

The total number of leased townhouse units in the Condominium shall not at any one time exceed 20% of the total number of condominium units in the Condominium. A unit owner requesting approval to lease his parcel or any interest therein shall give to the Association a written "Request to Lease Notice" by certified mail of the owner's desire to lease. Upon receipt, the unit owner's request will be recorded in the Association's records, and prioritized according to date of postmark (first priority being given to first postmarked), the owner's name will then be added to a "Unit Owners Requesting Approval to Lease" list, hereinafter referred to as the "Lease List." The giving of such notice to the Association shall constitute a warranty and representation by the townhouse owner that the townhouse unit is, as of the postmark of said notice, unoccupied and immediately available for lease. The townhouse unit must be unoccupied, and remain unoccupied, in order to remain on the Lease List.

The Association shall not approve any "Request to Lease" that would cause the total number of leased townhouse units to exceed 20% of the total number of condominium units. In such an occurrence, the unit owner(s) shall remain on the Lease List in order of priority until the percentage of rentals is reduced, so long as the particular owner is not in contravention of the regulations set forth herein.

A currently approved and leased unit, whose lease term has expired, shall retain priority on the Lease List for a maximum period of ninety (90) days. If no lease approval is obtained within the ninety (90) day period, the unit owner's name, and priority, shall be removed from the Lease List.

2. Article XII(C) of the Declaration has been amended as follows, with additions being underlined and deletions being scored

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through:

No sale, transfer, conveyance or lease of a condominium unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approved shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee and made a part of the documents of conveyance. No lease shall be approved or permitted which is for a period of less than ~~ninety (90) days~~ one (1) year.

IN WITNESS WHEREOF, COBBLE EAST CONDOMINIUM ASSOCIATION, INC., has caused this Amended Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 13 day of May, 1996.

(Corporate Seal)

COBBLE EAST CONDOMINIUM ASSOCIATION, INC.

ATTEST:

Mirinda Garvey, Secretary

By: Keith Jones, President

STATE OF FLORIDA )  
                                  )  
COUNTY OF BROWARD )

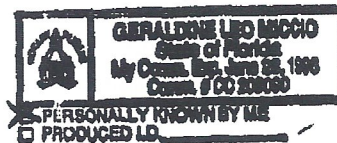
THIS AMENDED CERTIFICATE OF AMENDMENT was executed before me this 13 day of May, 1996 by Keith Jones, as President and Mirinda Garvey, as Secretary of COBBLE EAST CONDOMINIUM ASSOCIATION, INC., who are personally known to me or who have produced their \_\_\_\_\_ as identification, and who did not take an oath.

Geraldine Leo Miccio  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

This Instrument Prepared by:

Robert W. Lee, Esq.  
Smith & Hiatt, P.A.  
2691 E. Oakland Park Boulevard  
Suite 303  
Fort Lauderdale, FL 33306



RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR

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