

This instrument was prepared by:  
**PETER C. MOLLENGARDEN, ESQUIRE,**  
Becker & Poliakoff, P.A.  
500 Australian Avenue South  
9th Floor  
West Palm Beach, FL 33401  
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATIONS OF CONDOMINIUM FOR ALL  
LAKE CLARKE GARDENS CONDOMINIUMS**

WHEREAS, the Declarations of Condominium for Lake Clarke Gardens Condominiums have been duly recorded in the Public Records of Palm Beach County, Florida, as follows:

	<u>Official Records Book</u>	<u>Page</u>
No. 2 Lake Clarke Gardens Condominium	1646	663
No. 3 Lake Clarke Gardens Condominium	1657	193
No. 4 Lake Clarke Gardens Condominium	1674	336
No. 5 Lake Clarke Gardens Condominium	1697	1201
No. 6 Lake Clarke Gardens Condominium	1799	1511
No. 7 Lake Clarke Gardens Condominium	2056	1
No. 8 Lake Clarke Gardens Condominium	1632	1201
No. 9 Lake Clarke Gardens Condominium	1530	167
No. 10 Lake Clarke Gardens Condominium	1730	716
No. 12 Lake Clarke Gardens Condominium	1969	854
No. 14 Lake Clarke Gardens Condominium	1978	522
No. 15 Lake Clarke Gardens Condominium	1772	1573
No. 16 Lake Clarke Gardens Condominium	1761	1201
No. 17 Lake Clarke Gardens Condominium	1739	1733
No. 18 Lake Clarke Gardens Condominium	1726	401
No. 19 Lake Clarke Gardens Condominium	1712	93
No. 20a Lake Clarke Gardens Condominium	1863	509
No. 20b Lake Clarke Gardens Condominium	2008	1516
No. 21 Lake Clarke Gardens Condominium	1786	583
No. 22 Lake Clarke Gardens Condominium	1818	128
No. 23 Lake Clarke Gardens Condominium	1833	1309
No. 24 Lake Clarke Gardens Condominium	1877	640
No. 25 Lake Clarke Gardens Condominium	1896	1881
No. 26 Lake Clarke Gardens Condominium	1920	874

and,

WHEREAS, at a duly called and noticed meeting of the membership of Lake Clarke Gardens Condominium, Inc., a Florida not-for-profit corporation, held on February 8, 2000, the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment as amended by the membership:

**AMENDMENT TO THE  
DECLARATIONS OF CONDOMINIUM FOR ALL  
LAKE CLARKE GARDENS CONDOMINIUMS**

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

XI

**OWNERSHIP PROVISIONS RELATING TO SALE OR RENTAL OR OTHER  
ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS**

- A. **SALE OR RENTAL OF UNITS** - Association to Have First Right of Refusal;  
Leasing Restricted

Notwithstanding anything in this Declaration, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association to the contrary, in no event may any unit owner have an ownership interest in, of or to more than two (2) units within the entire Lake Clarke Gardens Condominium community operated and administered by the Association. An ownership interest shall include all ownership interests including, without limitation, individual, joint, tenants in common, or any affiliation or relationship as a shareholder, officer, partner, director, trustee, beneficiary or otherwise of, with, or to any entity or trust having an ownership interest in or to any unit.

In the event any unit owner wishes to sell his unit, the Association shall have the option to purchase said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell said unit without prior offer to the Association or otherwise in violation of the provisions of this Declaration shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser.

If a unit owner is considering the sale of his unit, prior to listing or offering the unit for sale, the unit owner must furnish the Association with a completed Unit for Sale Notification on such form as required by the Board of Directors from time to time. Such Unit for Sale Notification shall be prior to and in addition to, and not in lieu of, the written notice the unit owner is required to provide the Association concerning an offer he has received, or wishes to accept or proposes to make, as described below in this Article.

Should a unit owner wish to sell his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before making or accepting any offer to purchase or sell his Condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he has received or which he wishes to accept, or proposes to make, the name and address of the person(2) to whom the proposed sale or transfer is to be made, and two bank references, and three individual references - local, if possible, and such other information (to be requested within five days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, within ten days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase upon the said terms as those specified in the unit owner's notice, or object to the sale to the prospective purchaser for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, it shall require the unanimous vote of the Board of Directors in order to object for good cause. The Association shall not unreasonably withhold its consent to any prospective sale.

RECORDER'S MEMO: Legibility of document  
unsatisfactory when received.

The stated designee of the Board of Directors shall have fourteen days from the date of the notice sent by the Board of Directors, to make a binding offer to buy upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make such offer within said fourteen day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell said interest, pursuant thereto, to the prospective purchaser named therein, within ninety days after his notice was given.

The consent of the Board of Directors of the Association shall be in recordable form, signed by two Officers of the Association, and shall be delivered to the purchaser. Should the Association fail to act, as herein set forth and within the time provided herein, the Association shall, nevertheless, thereafter prepare and deliver its written approval in recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors, as herein set forth.

The leasing of a unit shall be restricted as set forth in Article XIII of this Declaration. Every application to sell or lease a unit shall be accompanied by a screening fee in an amount to be determined by the Board of Directors, not to exceed the maximum amount permitted by law.

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WITNESS my signature hereto this 10<sup>th</sup> day of FEBRUARY, 2000, at Lake Worth, Palm Beach County, Florida.

LAKE CLARKE GARDENS CONDOMINIUM, INC.

By: Donald D. Hardy  
DONALD D. HARDY, President

Alba Hess  
Witness  
ALBA HESS  
(PRINT NAME)

Irving Marinoff  
Witness

Attest: Elden Wenstrom  
ELDEN WENSTROM Secretary

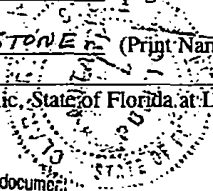
IRVING MARINOFF  
(PRINT NAME)

STATE OF FLORIDA  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of FEBRUARY 2000 by Donald D. Hardy and Elden Wenstrom, as President and Secretary respectively, of Lake Clarke Gardens Condominium, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

Clara Rose Stone (Signature)  
CLARA ROSE STONE (Print Name)

Notary Public, State of Florida, at Large



#166182 RECORDER'S MEMO: Legibility of documents unsatisfactory when received.



Clara Rose Stone  
MY COMMISSION # CC793216 EXPIRES  
December 4, 2002  
BONDED THRU TROY FARM INSURANCE, INC.