

84-365185

CERTIFICATION OF AMENDMENT TO DECLARATION
OF
SPRINGDALE LAKE "D" CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, being duly elected officers of Springdale Lake "D" Condominium Association, Inc., do hereby certify that the following Resolutions amending the Declaration of Condominium, Paragraphs 22 D, 26 C, 26 K, and the following Resolutions Adding Article III, Section 10; Article VII, Section 10; Article XII; Article XIII to the ByLaws of Springdale Lake "D" Condominium Association, Inc., recorded in Official Records Book 10965, Page 714, of the public records of Broward County, Florida, were duly proposed and adopted by majority vote of the Board of Directors, and by majority vote of the general membership of the unit owners of Springdale Lake "C" Condominium Association, Inc., held

WHEREAS the Board of Directors and the general membership of unit owners of Springdale Lake "D" Condominium Association, Inc., desire to amend the Declaration of Condominium and ByLaws of Springdale Lake "D" Condominium Association, Inc.,

NOW THEREFORE, BE IT RESOLVED that Paragraph 22 D to the Declaration of Condominium shall read as follows:

"D. Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Board of Administration and which shall be a bank or trust company in Florida with trust powers, or Springdale Lake "D" Condominium Association, Inc."

NOW, THEREFORE, BE IT FURTHER RESOLVED, that Paragraph 26 C to the Declaration of Condominium shall read as follows:

"Notices to Unit Owners shall be sent by certified mail or certificate of mailing First Class Mail to their place of residence in the condominium, unless the Unit Owner has, by written notice to the Association, specified a different address. The Secretary or designated mailing person shall execute an affidavit as to giving proper notice as required. Notice to the Association and the Developer shall be delivered by certified mail to Township Center, 2400 North Lyons Road, Coconut Creek, Florida 33066 to such locations as designated by the Association's Board of Administration, which initially shall be the President's address until changed by the board. All notices

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to the developer shall be delivered by regular mail to Township Center, 2400 North Lyons Road, Coconut Creek, Florida 33066. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party. Any unit owner or director may waive in writing the right to receive notice of any meeting by mail and may also then elect in writing to receive all future notices by posting a notice on the door of the unit owned by the unit owner or director."

NOW, THEREFORE, BE IT FURTHER RESOLVED, that Paragraph 26 K to the Declaration of Condominium shall read as follows:

"K. The process for collecting unpaid assessments shall be established by the Board of Administration and shall include, among other rules established by the Board, a late charge of \$25.00 against a unit owner when the assessment goes unpaid for 15 days from the due date. The late charge can be waived by the Board for reasonable cause, such cause shall not be reasonable if due to "forgetfulness" or for "being out of town."

NOW, THEREFORE, BE IT RESOLVED, that Article III, Section 10 of the By-Laws shall read as follows:

"Section 10. Assistant Secretary. The assistant secretary shall substitute for the Secretary in the Secretary's absence, and shall have all the powers and duties of the Secretary in such event."

NOW, THEREFORE, BE IT FURTHER RESOLVED, that Article VII, Section 10 of the By-Laws shall read as follows:

"Section 10. The Association shall pay for any bond required of its Officers or Employees in order to sign checks."

NOW, THEREFORE, BE IT FURTHER RESOLVED, that Article XII, of the By-Laws shall be added and read as follows:

"The following rules and regulations shall be enforced by the Board of Administration:

1. In order to enhance the beauty of the buildings and for safety purposes, the sidewalks, entrances, passages, vestibules, stairway, corridors, halls, and all the common elements, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carts, carriages, chairs, tables, or other similar objects be stored therein. Bicycles may be stored only in the units or in other specifically designated areas.

2. Owners shall store personal property within their respective units and designated storage areas.

3. No garbage cans, supplies, milk bottles, or other articles shall be placed on balconies, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kinds, or other articles, be shaken or hung from any part of the Common Elements. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse only in the areas so designated. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material.

4. So as to maintain the cleanliness of the condominium property, no owner shall allow anything whatsoever to fall from the windows, balconies, or doors of his unit, nor shall he sweep or throw therefrom any dirt or other substances upon the grounds.

5. Cars without valid tags are not allowed in the complex.

Any vehicle with expires tags will have its owner notified that they have seven days to bring their tags up to date or removed from the Association Property. Also they shall be subject to penalties of the Association.

6. No radio or television installation may be permitted in the unit which interferes with the television or radio reception of another unit. No antenna or aerial may be erected or installed on the roof or exterior walls of the condominium without the written consent of the Board of Administration, except that this prohibition shall not be applicable to television or radio installation permitted or contemplated by the Declaration.

7. In order that all owners may have the quiet enjoyment of their property, no owner shall make or permit any disturbing noise on the condominium property by himself, his family, servants, employees, agents, visitors, licensees, nor do or permit anything by such person that will interfere with the reasonable rights, comforts or conveniences of the owners. No owner shall unreasonably play or suffer to be played upon any musical instrument or operator suffer to be operated a phonograph, television, radio or sound amplifier, in his unit in such a manner as to disturb or annoy other owners.

8. In order to maintain an attractive appearance, no sign, advertising, or notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, or upon any part of the condominium property without the written consent of the Board.

9. In order to protect the condominium property, each owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by: (a) removing all furniture, plants and other objects from his porch, terrace, or balcony, where applicable; and (b) designate a responsible firm or individual to care for his unit should same suffer hurricane damages, and furnishing the Board with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, which party shall be subject to the approval of the Board.

10. Pets belong to unit owners are allowed in the condominium subject to the following rules:

(a) no animal other than household, domestic animals (dogs, cats, small birds, etc.) shall be permitted on the condominium property at any time.

(b) no animal may be kept, bred or maintained for any commercial purpose.

(c) no animal weighing in excess of 25 lbs. may be brought or kept on the condominium property.

(d) each animal brought or kept on the condominium property shall be at all times under the control of its owner.

(e) each owner shall promptly remove and properly dispose of all waste materials deposited by his animal upon the condominium property.

(f) no animal shall be allowed to constitute a nuisance.

11. In case of any emergency originating in, or threatening any unit, the Board or any other person authorized by it shall have the immediate right to enter such unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the owner of such unit is present at the time of such emergency. The Board or its authorized representative may use reasonable force to enter the unit without liability when danger is present.

12. There shall be no solicitation of any person anywhere in the building for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board in writing.

13. Children are permitted to reside on the premises, provided that the parents or residents with whom the children are staying or visiting shall be responsible for the behavior of the child and any and all damages resulting therefrom. Children under 16 years of age must be accompanied by an adult when using

recreational facilities. Responsibility rests with the parents or residents with whom the children are staying or visiting to see that these rules are upheld. Children under 16 must be supervised by parents or guardians, and that the Association designates a play area for the children.

14. Screen doors are allowed on the front door of a unit so long as the door has been approved by the Board in writing before installation. Anyone installing a screen door before receiving written authorization may be required by the Board to remove said screen door at the expense of the unit owner.

The Board may make other rules and regulations pursuant to its powers given elsewhere in the Declaration and By-Laws."

NOW, THEREFORE, BE IT FURTHER RESOLVED, that Article VIII, of the By-Laws shall be added and read as follows:

"Renters and New Owners. Section 1. All renters and new owners must be approved by the screening committee appointed by the Board, prior to taking occupancy or legal title, respectively. The screening committee shall charge a fee of \$50.00 for each new application.

Section 2. All leases for renters must contain the following language to be approved by the screening committee:

'The lessee shall abide by the Declaration of Condominium, By-Laws, and Rules and Regulations of SPRINGDALE LAKE "D" CONDOMINIUM ASSOCIATION and SPRINGDALE LAKE MASTER ASSOCIATION. Any violations shall be just cause for termination of the lease by the lessor and failure of the lessor to act, then by the Board of Administration at the expense, including reasonable attorney's fees and costs, of the lessor. The Board also has the power to allow for violations to be corrected when it is found unnecessary to terminate the lease, at the Board's sole discretion. Additionally, the lessor and lessee are jointly and severally liable for any damage to the Association's common property and the lessor and lessee agree to assume such liability.'

Section 3. All leases must be not less than, nor greater than one year in length. All leases must be presented to the screening committee each year upon any renewal of the lease. The screening committee may reject a lease because of past violations by the renter of any rule of the Association or Board of Administration. All decisions by the screening committee can be appealed to the Board of Administration with the Landlord/Unit owner being disqualified from voting on the matter, and he/she shall not be included in the number used to determine a quorum of the Board.

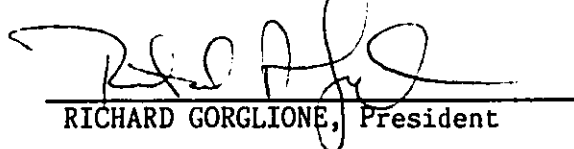
Section 4. The Association shall have the powers to carry out the terms placed within the lease in Section 2 above.

Section 5. A unit may be rented out only once each year, and premature termination of the lease shall bar the unit owner from re-renting the unit until the original one year term of the terminated lease expires, unless exempted by the Board of Administration.

Section 6. No unit may be sublet or assigned whatsoever."

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19 day of OCTOBER, 1984.

SPRINGDALE LAKE "D" CONDOMINIUM
ASSOCIATION INC.


RICHARD GORGLIONE, President



ATTEST:

Michelle Feibus
MICHELLE FEIBUS, Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that this day in the State and County last aforesaid, before, me, an officer duly authorized and acting, personally appeared Richard Gorglione, President, and Michelle Feibus, Secretary, to me well known and known to me to be such officers of the SPRINGDALE LAKE "D" CONDOMINIUM ASSOCIATION INC., described in and who executed the foregoing Certification and they acknowledged then and there before me that they executed said Certification for the purpose therein contained.

WITNESS my hand and official seal this 19 day of OCTOBER, 1984.

[Signature]
NOTARY PUBLIC-State of Florida

My Commission Expires:

My Commission Expires: 10/1/84

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

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