

Prepared By and Return to:
Candice J. Hart, Esq.
1293 N. University Dr. #332
Coral Springs, FL 33701

CERTIFICATE OF FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATIONS OF CONDOMINIUM OF CRESTHAVEN VILLAS NO. 8
CONDOMINIUM, CRESTHAVEN VILLAS NO. 9 CONDOMINIUM, CRESTHAVEN
VILLAS NO. 10 CONDOMINIUM, CRESTHAVEN VILLAS NO. 11 CONDOMINIUM,
CRESTHAVEN VILLAS NO. 12 CONDOMINIUM AND CRESTHAVEN VILLAS NO. 13
CONDOMINIUM

This is to certify that the attached First Amendment to the Amended and Restated
Declarations of Condominium of Cresthaven Villas No. 8 Condominium, Cresthaven Villas No. 9
Condominium, Cresthaven Villas No. 10 Condominium, Cresthaven Villas No. 11 Condominium,
Cresthaven Villas No. 12 Condominium and Cresthaven Villas No. 13 Condominium, was duly
adopted at the meeting of the Board of Directors of Barkley Master Association, Inc., held on
NOVEMBER 7 2019, at which a quorum of the Board of Directors was
present. The First Amendment to the Amended and Restated Declarations of Condominium of
Cresthaven Villas No. 8 Condominium, Cresthaven Villas No. 9 Condominium, Cresthaven Villas
No. 10 Condominium, Cresthaven Villas No. 11 Condominium, Cresthaven Villas No. 12
Condominium and Cresthaven Villas No. 13 Condominium was approved by not less than seventy-
five percent (75%) of the weighted vote of the Board of Directors. The Amended and Restated
Declarations of Condominium of Cresthaven Villas No. 8 Condominium, Cresthaven Villas No. 9
Condominium, Cresthaven Villas No. 10 Condominium, Cresthaven Villas No. 11 Condominium,
Cresthaven Villas No. 12 Condominium and Cresthaven Villas No. 13 Condominium being
originally recorded at O.R. Book 11931, Page 1530, et. seq. of the Official Records of Palm Beach
County, Florida on August 2, 2000.

In witness thereof, Barkley Master Association, Inc. has caused this instrument to be
signed by its duly authorized officer on 7th day of NOVEMBER, 2019.

BARKLEY MASTER
ASSOCIATION, INC.

By:

Michelle Page
Signature

MICHELLE PAGE, PRESIDENT
Name and Title of Signor

Kayla Price
Signature of Witness #1

Kayla Price
Print Name of Witness #1

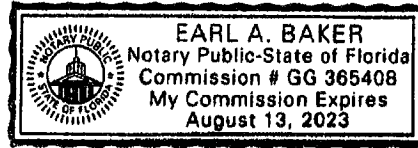
[Signature]
Signature of Witness #2

Christopher Brisetti
Print Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me on this 7 day of November, 2019 by Earl Baker (name) as Property Manager (title) of Barkley Master Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me.

[Signature]
Notary Public



FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATIONS OF
CONDOMINIUM OF CRESTHAVEN VILLAS NO. 8 CONDOMINIUM, CRESTHAVEN
VILLAS NO. 9 CONDOMINIUM, CRESTHAVEN VILLAS NO. 10 CONDOMINIUM,
CRESTHAVEN VILLAS NO. 11 CONDOMINIUM, CRESTHAVEN VILLAS NO. 12
CONDOMINIUM AND CRESTHAVEN VILLAS NO. 13 CONDOMINIUM

The Amended and Restated Declarations of Condominium of Cresthaven Villas No. 8 Condominium, Cresthaven Villas No. 9 Condominium, Cresthaven Villas No. 10 Condominium, Cresthaven Villas No. 11 Condominium, Cresthaven Villas No. 12 Condominium and Cresthaven Villas No. 13 Condominium is hereby amended to read as follows:

Section 3.16 shall be amended to read as follows. New wording underlined, deleted wording ~~stricken through~~.

“Guest” means any person who: (a) is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform services or provide other consideration to the Owner or lessee in connection with such presence of occupancy; (b) is not the Owner or lessee of the Unit on which he or she is present; and (c) is not a member of the family of the Owner or lessee of the Unit on which he or she is present. Notwithstanding the foregoing, the Owner or lessee of the Unit on which he or she is present shall be considered a Guest if he or she is not a permanent occupant of that Unit. Furthermore, a member of the family of the Owner or lessee of a Unit shall be considered a Guest unless he or she is a permanent occupant of such Unit. An individual shall cease to be a Guest and shall be considered an permanent occupant if they reside in the Unit for more than thirty (30) days in a calendar year.

Section 3.21 shall be amended to read as follows. New wording underlined, deleted wording ~~stricken through~~.

“Occupy” shall mean and refer to the act of being physically present in a Unit for two (2) or more consecutive days, including staying overnight. “Occupant” is a person who occupies a Unit. A “permanent occupant” means an Owner or lessee of a Unit or a Guest of the Owner or lessee member of such Owner’s or lessee’s family who regularly resides in such Unit for more than thirty (30) days in a calendar year. All permanent occupants are subject to approval by the Board of Directors pursuant to Sections 13 and 14 herein.

Section 13.1(A) shall be amended to read as follows. New wording underlined, deleted wording ~~stricken through~~.

- A. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least ~~fifteen (15)~~ thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval.

Section 14.2(B)(1)(a) shall be amended to read as follows. New wording underlined, deleted wording ~~stricken through~~.

- a. Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least ~~fifteen (15)~~ thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or done, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser(s) or done(s) and his/her spouse and other intended occupants, as a condition of approval.

Section 14.2(B)(3)(a)(ii) shall be amended to read as follows. New wording underlined, deleted wording ~~stricken through~~.

- (ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosure or bad debts; ~~The person seeking approval has failed to demonstrate the minimum income and credit score required. Such minimum income and credit score shall be established from time to time by Resolution and in the sole discretion of the Board of Directors. Income and credit requirements shall be published on the application for transfer supplied by the Association;~~

Return to:
Candice J. Hart, Esq.
1293 N. University Drive #332
Coral Springs. FL 33071

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS OF
BARKLEY MASTER ASSOCIATION, INC.

This is to certify that the attached Amendment to the Amended and Restated By-Laws of Barkley Master Association, Inc., was duly adopted by the Board of Directors at the Annual Meeting of Barkley Master Association, Inc. held on January 15, 2014, at which a quorum of the Board of Directors was present. The Amendment to the Amended and Restated By-Laws of Barkley Master Association, Inc.. was approved unanimously by the Board of Directors. The Amended and Restated By-Laws being originally recorded on August 2, 2000 as Exhibit "D" at Official Records Book 11931, Page 1637 et. seq. Public Records of Palm Beach County, Florida.

In witness thereof, Barkley Master Association, Inc. has caused this instrument to be signed by its duly authorized officer on 27 day of DECEMBER, 2019.

BARKLEY MASTER ASSOCIATION,
INC.

Kayla Price
Signature of Witness #1

Kayla Price
Print Name of Witness #1

Sandra E. Morrissey
Signature of Witness #2

SANDRA E. MORRISSEY
Print Name of Witness #2

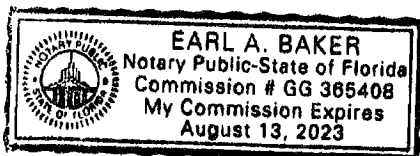
By: Michelle Page
Signature

MICHELLE PAGE, PRESIDENT
Name and Title of Signor

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me on this 27 day of DECEMBER, 2019 by MICHELLE PAGE (name) as PRESIDENT (title) of Barkley Master Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/she is personally known to me or produced the following identification: _____

Earl A. Baker
Notary Public



AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS OF BARKLEY MASTER ASSOCIATION, INC.

The Amended and Restated By-Laws of Barkley Master Association, Inc are hereby amended to read as follows:

Section 4.1(C), Number and Terms of Service, Qualifications, shall be amended to read as follows. New wording underlined, deleted wording ~~stricken through~~.

C. Qualifications. A Director and alternate Director shall be a member in good standing of the Association or his or her spouse; paid up to date on maintenance fees with no unpaid fines or unresolved violations of the Declaration or By-Laws; and in the event of a trust as Owner, then any trustee or resident beneficiary; the Association shall be permitted to obtain from the trust as Owner, reasonable documentation from said Owner indicating that the individual in question has the representative capacity as just stated. To the extent provided by the Condominium Act, as amended from time to time, a person who has been convicted of a felony in the United States and has not had his or her voting rights restored in the jurisdiction of his or her residency is not eligible to serve on the Board of Directors.