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Palm Beach County, Florida
Joseph Abruzzo, Clerk
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This Instrument Prepared by and Return to:
KARA TANIS, ESQ.
KELLEY & GRANT, P.A.
370 CAMINO GARDENS BLVD., STE. 301
BOCA RATON, FL 33432
561-672-1161

**NOTICE AND CERTIFICATE OF RECORDING AMENDMENTS TO DECLARATION
OF CONDOMINIUM, BYLAWS, AND ARTICLES OF INCORPORATION OF
TIFFANY LAKE ASSOCIATION, INC. (TIFFANY LAKE PHASE I, TIFFANY LAKE
PHASE II AND TIFFANY LAKE PHASE III)**

THIS Notice and Certificate of Recording Amendments to the Declaration of Condominium, Bylaws, and Articles of Incorporation of Tiffany Lake Association, Inc. (Tiffany Lake Phase I, Tiffany Lake Phase II and Tiffany Lake Phase III) (hereinafter referred to as the "Association") is made this 1st day of April, 2022, by the Association pursuant to the terms of its previously adopted Declaration of Covenants and Restrictions, Articles of Incorporation, and By-Laws ("Governing Documents"),

WHEREAS, the Governing Documents of the Association were recorded at, as to Tiffany Lake Phase I, Official Record Book 2174, Page 1172, et seq., as amended from time to time, of the Public Records of Palm Beach County, Florida, Official Record Book 30314, Page 1787, et seq., as amended from time to time, of the Public Records of Palm Beach County, Florida, Tiffany Lake Phase II, Official Record Book 2249, Page 1401, et seq., as amended from time to time, of the Public Records of Palm Beach County, Florida, Official Record Book 30314, Page 1829, et seq., as amended from time to time, of the Public Records of Palm Beach County, Florida, Tiffany Lake Phase III, Official Record Book 2276, Page 719, et seq., as amended from time to time, of the Public Records of Palm Beach County, Florida, Official Record Book 30314, Page 1871, et seq., as amended from time to time, of the Public Records of Palm Beach County, Florida; as to Tiffany Lake Association, Inc., Official Record Book 30314, Page 1913, et seq., as amended from time to time, of the Public Records of Palm Beach County, Florida, and

WHEREAS, the Articles of Incorporation were not required to be recorded but were nonetheless filed with the Florida Department of State, Division of Corporations on April 2, 1973 and were subsequently recorded as stated above,

WHEREAS, the Association's Board of Directors has authority under the Association's Governing Documents to create, develop and amend from time to time, those certain covenants, restrictions, rules and regulations governing community,

WHEREAS, the Association's Board of Directors obtained a quorum and majority vote of the Board of Directors and Association's membership to impose the below restrictions and amendments to the Governing Documents,

WHEREAS, the Association's Board of Directors and membership voted, to pass such below restrictions and amendments to the Governing Documents,

WHEREAS, at a duly called and noticed open meeting of the Association's membership on April 1, 2022, wherein 124 of 240 total units voted in favor (51.67%), the Association's Governing Documents were amended as set forth in Exhibit "A" attached hereto and incorporated herein by a vote of the Board of Directors and the Association's membership to the requirements of the Association's Governing Documents and of Florida law; and,

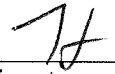
WHEREAS, the amendments passed with sufficient quorum by a vote of the Board of Directors and the Association's membership pursuant to the requirements of the Association's Governing Documents and of Florida law.

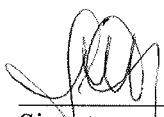
NOW THEREFORE, the undersigned hereby certifies that the amendments to the Governing Documents set forth and attached hereto as Exhibit "A" are a true and correct copy of the amendments to the Governing Documents as amended by the Association.

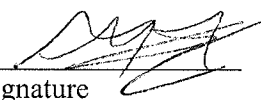
Except as amended herein, all other terms and conditions of the Governing Documents, shall remain unchanged and shall remain in full force and effect according to their terms.

IN WITNESS WHEREOF, the Association's Board of Directors has caused these Notice and Certificate of Recording Amendments to the Declaration of Condominium, Bylaws, and Articles of Incorporation of Tiffany Lake Association, Inc. (Tiffany Lake Phase I, Tiffany Lake Phase II and Tiffany Lake Phase III) to be executed by duly authorized officers this 1st day of April, 2022.

TIFFANY LAKE ASSOCIATION, INC.

By:  Harlan Miller Secretary
Signature Printed Name Title

Witness #1: 
Signature
Tatiana Hosken
Printed Name

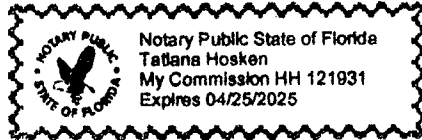
Witness #2: 
Signature
FRANCISCO HEFFESSE
Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was executed before me this 4th day of April, 2022 by Harlan Miller.

Sec (position on Board) of Tiffany Lake Association, Inc., who, upon being duly sworn, ~~acknowledged to me that he signed the foregoing document and was personally known to me or produced a drivers' license as proof of identity.~~

WITNESS my hand and official seal at the County and State aforesaid this 4th day of April, 2022.



[Signature]
NOTARY PUBLIC
My commission expires: _____

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EXHIBIT “A”

**AMENDMENTS
TO THE
GOVERNING DOCUMENTS
OF
TIFFANY LAKE ASSOCIATION, INC.**

Article 3.1 of the Association's Bylaws:

3.1 Number, Term and Qualifications. The affairs of the Association shall be managed by a Board of Directors (the "Board") which shall consist of not less than three (3) Directors nor more than ~~seven (7)~~ five (5) Directors, the number of Directors constituting the Board may be determined from time to time by vote of the Association members. In the absence of such determination, the Board shall consist of ~~seven (7)~~ five (5) Directors. Directors need not be Association members. Each Directors shall be elected to serve for the term of one (1) year, or until his successor shall be elected to serve and shall qualify.

Article 9.5 of the Association's Bylaws (new section):

9.5 Electronic Notice and Voting. Wherever notice to members is required, it may be effectuated by electronic correspondence provided the member submits a written consent to receive such notice by electronic means. Consent to receive electronic notice shall dispense with any and all mailing requirement under the Association's governing documents hereunder. Wherever member vote is required, such vote may be submitted via electronic means, and the same shall substitute any in-person or original ballot requirements. The Board of Directors may adopt reasonable rules, requirements and procedures, which shall be compliant with governing law, regarding the institution of electronic voting.

Article 13.1.4 of the Association's Declaration(s) of Condominium (Tiffany Lake Phase I, Tiffany Lake Phase II and Tiffany Lake Phase III):

13.1.4 Option to Purchase or Provide Substitute Purchaser. The Association has the option to purchase the Unit or provide a substitute purchaser on the same terms as the proposed purchase. ~~If the Association does not act on the Association's option to purchase, the Association has the authority and option but not the obligation to offer to other Tiffany Lake Owners the ability to purchase the Unit on the same terms as the proposed purchase.~~ If the Association exercises the option to purchase or provide a substitute purchaser who will purchase the Unit on the same terms, the Unit Owner is obligated to sell and convey the Unit to the Association or substitute purchaser. The Board assign this right to its designee of choice. The Board has discretion for adopting -shall adopt procedures under this section. for offering such Units to other Tiffany Lake Owners.

Exception: The Association shall not have the option to purchase or provide a substitute purchaser if the sale is a transfer to a family member and is not an arm's length transaction. The term family member for purposes of this Section 13.1.4 means someone related to the seller by blood or marriage.

Article 13.2.3 (h) of the Association's Declaration(s) of Condominium (Tiffany Lake Phase I, Tiffany Lake Phase II and Tiffany Lake Phase III) (new section):

13.2.3 (h) Security Deposit. The sum of Seven Hundred Fifty Dollars (\$750.00) shall be provided to the Association upon application to lease at the Association, and such sum shall be placed into an escrow account maintained by the Association to protect against damage to the

common elements or Association property, where such damage is caused by, or attributed to, tenants ("Security Deposit").

- i. Claims. The Association may deduct claims from the Security Deposit as needed, and the Association need not wait until the tenant has vacated the unit to impose a claim against said Security Deposit. In the event the Association needs to impose a claim against such Security Deposit, notice shall be provided to the owner of the unit, as well as the tenant (where the identity of the tenant is known and such notice is practicable), within thirty (30) days of the Association's knowledge of the event giving rise to such claim on Security Deposit. 'Knowledge' may be interpreted as the estimated cost of repair after such estimate is received. After occupancy of the unit is terminated and the tenant has vacated, and no claim(s) against Security Deposit is made, return of the deposit, as well as Owner and tenant disputes concerning same, shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes, as amended from time to time.
- ii. Miscellaneous. In the event damage caused by a lessee exceeds the security deposit amount, the Association may recover the difference from the Owner, lessee, or both, in accordance with Florida law or other sections of these Governing Documents. Recovery of the differential damage may include, but is not limited to, violation, fine, or special assessment against the Owner and his unit, which special assessment may be foreclosed in accordance with these Governing Documents. In the event of dispute on the nature or amount of damage, the Association's position on the matter shall prevail as binding. Failure to pay such Security Deposit before or upon occupancy shall be deemed an immediate breach of the lease and these Governing Documents. Likewise, an owner's failure to provide the Association with a copy of a current lease shall be deemed an immediate breach of the lease and these Governing Documents. In the event the Security Deposit is depleted before lease renewal, the owner shall provide the Association with a replenished Security Deposit before the lease renewal may take effect, and such renewal shall be treated as a new lease. This amendment shall be effective upon recording and all units currently being occupied by lessees as of the date of recording shall be governing by these provisions.

(1.) Owner and Other Occupant Approval. Any owner obtaining title to any unit or Lot after the date of this Amendment shall be subject to this Amendment.

(2). Insurance. In the event the Association deems it necessary to acquire renters' insurance in order to protect the interest of the community, a portion of the Security Deposit reference in this section (h) shall be used to cover the costs of such force-placed insurance. In the event force-placed insurance is acquired, the tenant shall be notified of same and said sum would not be returned to the tenant after move-out for costs expended on the tenant's behalf.

Article 13.13 of the Association's Declaration(s) of Condominium (Tiffany Lake Phase I, Tiffany Lake Phase II and Tiffany Lake Phase III):

13.13. Remedies if Tenant Violates Restrictions. The Association shall otherwise have the authority to bring an action for removal or eviction action because of the tenants' violation of the governing documents and/or rules and regulations of the Association. The Association may use the summary procedures of Chapter 51, Florida Statutes in any eviction or other removal action. The Association may recover its attorneys' fees and costs against the Owner(s) and the tenants jointly and severally regardless of whether or not litigation is commenced, which attorneys' fees and costs shall also constitute and may be collected by the Association as an assessment against the Owner and Owner's Unit.

Article 14.2 of the Association's Declaration(s) of Condominium (Tiffany Lake Phase I, Tiffany Lake Phase II and Tiffany Lake Phase III):

14.2. Costs and Fees - In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees. The Association may recover its attorneys' fees and costs against the Owner(s) regardless of whether or not litigation is commenced, which attorneys' fees and costs shall also constitute and may be collected by the Association as an assessment against the Owner and Owner's Unit.

Article 16.2 of the Association's Declaration(s) of Condominium (Tiffany Lake Phase I, Tiffany Lake Phase II and Tiffany Lake Phase III):

16.2. Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for common expenses, as determined by the Board of Directors, shall be set forth in a written notice of the assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within the time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. In the event an Owner defaults in the payment of a special assessment, any remaining special assessments may be accelerated and immediately due thereafter such default, subject to the Board's discretion.

Article 4.2.3 of the Association's Articles of Incorporation:

4.2.3 To purchase insurance. In the event the Association deems it necessary to acquire renters' insurance in order to protect the interest of the community, a portion of the Security Deposit reference in this section (h) shall be used to cover the costs of such force-placed insurance. In the event force-placed insurance is acquired, the tenant shall be notified of same and said sum would not be returned to the tenant after move-out for costs expended on the tenant's behalf. In the event the Association deems it necessary to homeowners' insurance (HO6 policy or similarly named policy) in order to protect the interest of the community, the Association shall notify the owner of such requirement and may purchase such insurance on behalf of the owner. The costs associated with such acquisition and payment of insurance premiums shall be billed back to the owner and deemed payable as a special assessment, which, if unpaid, may be foreclosed like any other assessment.

Article 6.1 of the Association's Articles of Incorporation:

6.1 Number and Qualification.

- i. The property, business and affairs of the Association shall be managed by a Board consisting of not less than three (3) Directors not more than ~~seven (7)~~ five (5) Directors, the number of Directors constituting the Board may be determined from time to time by vote of the Association members. In the absence of such determination, the Board shall consist of ~~seven (7)~~ five (5) Directors. Other provisions regarding qualifications of Directors and terms of Directors are contained in the Amended and Restated Bylaws.
- ii. Each Director ~~must~~ need not be a member of the Association or in the case of a Unit owned by an entity the following applies. If a Unit is owned by a corporation, ~~only~~ a Director of the corporation or other individual appointed by a Director may be an Association Director. If a Unit is owned by a limited liability company, ~~only~~ a managing member of the limited liability company or other individual appointed by the managing member may be an Association Director. If a Unit is owned by a partnership, ~~only~~ a general partner of the partnership or other individual appointed by a general partner may be an Association Director. If a Unit is owned by a trust, ~~only~~ a trustee may be an Association Director or other individual appointed by the trustee. If an entity owns multiple Units, the entity may have one candidate for Director election per each Unit the entity owns.
- iii. If a Unit is owned by two or more individuals, such co-owners of the Unit may not serve as members of the Association Board at the same time unless such co-owners own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of vacancy.