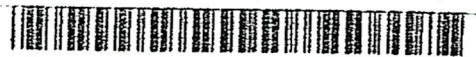


This instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs & Sax
301 Yamato Road, Suite 4150
Boca Raton, FL 33431
(561) 994-4499



CFN 20080053736
OR BK 22439 PG 0123
RECORDED 02/12/2008 15:34:59
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0123 - 125; (3pgs)

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF WATSEEDGE AT THE
LAKES OF DELRAY CONDOMINIUM H**

I **HEREBY CERTIFY** that the amendment attached as Exhibit "A" to this Certificate was duly adopted as an amendment to the Declaration of Condominium of Watersedge at the Lakes of Delray Condominium H (the "Declaration"). The Declaration is recorded Official Record Book 6230, at Page 1412, in the Public Records of Palm Beach County, Florida.

DATED this 18th day of January, 2008.

WITNESSES

WATSEEDGE AT THE LAKES OF DELRAY
CONDOMINIUM H

R. Nolan
Signature

RON NOLAN
Print Name

Robert Lawhon
Signature

Robert Lawhon
Print Name

By: Ronald H. Goldstein

Ronald H. Goldstein President

By: Evelyn Schwartz

Evelyn Schwartz, Secretary

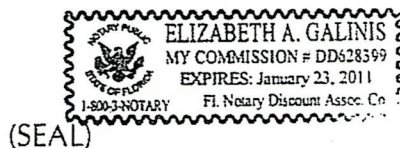
STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 18TH day of JANUARY, 2008, by Ronald H. Goldstein, as President, and Evelyn Schwartz, as Secretary, of Watersedge at the Lakes of Delray Condominium H, who are Personally Known [] or Produced Identification [].

Type of Identification Produced: _____



Elizabeth A. Galinis
NOTARY PUBLIC, State of Florida at Large

EXHIBIT "A"

AMENDMENTS
TO THE
DECLARATION OF WATSEEDGE AT THE
LAKES OF DELRAY CONDOMINIUM H

The Declaration of Watersedge at the Lakes of Delray Condominium H (the "Declaration") is recorded in Official Record Book 6230, at Page 1412, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article 13 of the Declaration shall be amended by the creation of a new Section 13.12 as follows:

13.12. Working Capital Contribution. Each Owner who purchases a Unit shall pay to the Association at the time legal title is conveyed to such Owner, including on all resales, a "Working Capital Contribution". The Working Capital Contribution shall be in an amount equal to three (3) months share of the annual Common Expenses applicable to such Unit. The purpose of the Working Capital Contribution is to insure that the Association will have cash available, to meet unforeseen expenditures and to acquire additional good and services deemed necessary or desirable by the Board, or for capital improvements or capital expenditures. Working Capital Contributions may also be used to offset Common Expenses. Working Capital Contributions are not advance payments of any assessment installments and shall have no effect on future assessment installments, whether regular annual assessments or special assessments, nor will they be held in reserve. Additionally, Working Capital Contributions shall be collectible as an assessment with full collection rights pursuant to Article 13 of this Declaration.

Item 2: Article 17, Section 17.8 of the Declaration shall be amended as follows:

17.8 Leases. No portion of a Unit (Other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Condominium or be administered by the Association. Leasing of Units shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any Unit on any grounds the Association elects. No lease shall be approved for a term of less than ninety (90) days. Only two (2) leases shall be permitted within a 365 day period, which 365 day period shall be deemed to commence on the date of the lease. Unit Owners wishing to lease their Units shall be required to place in escrow with the Association a sum to be determined by the Association which may be used by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner will be jointly and severally liable with the

tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge determined by the Association, shall be returned to the Unit Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. All leases shall also comply with and be subject to the provisions of Section 18 hereof.

Existing Unit Owners as of the effective date of this amendment shall continue to be governed by the above Section 17.8. Any Unit Owner who purchases his or her Unit after the effective date of this amendment shall continue to be governed by this entire Section 17.8, and shall also be governed by the following leasing restrictions which shall supercede any conflicting language in the remainder of this Section 17.8:

1. Only one (1) lease shall be permitted within a 365 day period, which 365 day period shall be deemed to commence on the date of the lease.

2. No such Unit Owner may lease his or her Unit for a period of twenty four (24) months after taking title to his or her Unit.

Item 3: Article 17 of the Declaration shall be amended by the creation of a new Section 17.11 as follows:

17.11 Guest Occupancy and Approval. Any person(s) who occupies a Unit or Units for more than thirty (30) consecutive days in any twelve (12) month period, where the Owner or Tenant of the Unit is not also in residence, shall not be deemed a guest, but shall be deemed a Tenant for purposes of requiring approval pursuant to Articles 17 and 18 of this Declaration. Notwithstanding anything to the contrary contained in this Declaration, this restriction shall apply to any person who is not an Owner or Tenant, regardless of whether such person is a family member of a Unit Owner or Tenant.