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CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
BAYVIEW VILLAGE "F", A CONDOMINIUM

WITNESSETH:

WHEREAS, the Declaration of Condominium of BayView Village "F", a Condominium was duly recorded among the Public Records of Broward County, Florida in Official Records Book 21902, at Page 699;

WHEREAS, at a duly called and noticed meeting of the membership of BayView At The Township Condominium Association, Inc., a Florida not-for-profit corporation, held on October 26, 2004, at which a quorum was present, the members approved the amendment to the Declaration set forth hereinbelow by an affirmative vote in excess of that required for amendments to the Declaration.

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

(New language is underlined, deleted language is crossed through. Titles in previously existing sections are also underlined and are not new language.)

Article 20 of the Declaration of Condominium of Bayview Village "F", a Condominium is amended to provide as follows:

20. CONVEYANCES-PROVISIONS RELATING TO SALE OR RENTAL OR LEASE OF CONDOMINIUM UNITS.

A. (1) Should a Unit Owner wish to sell his Unit, he shall, before accepting any offer to purchase or sell his Unit, deliver to the Board of Directors of the Association, a written notice on the Association forms containing the terms of the offer he has received, the name and address of the person(s) to whom the proposed sale is to be made, two bank references and three individual references - local, if possible, and such other information (to be requested within ten (10) 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.

(2) The Board of Directors of the Association, within fifteen (15) days after receiving such notice and all such supplemental information as is required by the Board of Directors shall either consent in writing, in recordable form, to the transaction specified in said notice as hereinafter provided, 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, or the Association may designate 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 same 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, the Association shall not unreasonably withhold its written consent to the prospective sale.

(3) The stated designee of the Board of Directors shall have fourteen (14) days from the date of the Notice sent by the Board of Directors within which 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 the said fourteen (14) 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 Unit pursuant thereto to the prospective purchaser named therein, within ninety (90) days after his notice was given.

(4) The consent of the Board of Directors of the Association shall be in recordable form and shall be delivered or mailed to the Unit Owner and/or the purchaser. Should the Board of Directors fail to act as herein set forth, and within the time provided herein, the Board of Directors of the Association shall nevertheless hereafter 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.

(5) No sale of a Unit is permitted where the purchaser pays less than ten (10%) percent of the total purchase price in cash. Any attempt to sell a Unit where the purchaser pays less than ten (10%) percent of the total purchase price in cash 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. Even if a purchaser pays not less than ten (10%) percent of the purchase price in cash, the Board of Directors may object to the prospective sale for good cause if in the reasonable business judgment of the Board of Directors, the purchaser does not demonstrate through reliable and verifiable documentation that the purchaser has adequate means through liquid assets and/or regular income to meet the financial obligations of being a Unit Owner in this condominium.

(6) Any attempt to sell a Unit without complying with the terms of this Article 20 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.

(7) No purchaser who takes title to a unit after the effective date of this amendment may during the first five (5) years that he owns the unit have a total mortgage indebtedness against his unit in excess of ninety (90%) percent of the price that the purchaser paid for the unit when the purchaser originally took title to the unit, and any mortgage placed on such a unit which causes a violation of this Article 20. A. (7) shall be wholly null and void.

(8) There shall be deposited and delivered to the Association a reasonable screening fee simultaneously with the giving of notice of intention to sell. It is understood that no fees shall be charged in connection with a proposed sale in excess of the fees permitted by Florida Statutes Chapter 718.

(B). A "Mortgagee", upon becoming the owner of a condominium unit (parcel) through whatever means, shall have the unqualified right to sell said unit (parcel), including the fee ownership thereof, without complying with the provisions of Paragraphs 20 A (1), (2), (3), (4), (5), (6), (7) and (8) of this Article 20; provided, however, that in all other respects, the provisions of this Declaration, the By-Laws of the Association and the provisions of the Condominium Act, shall be applicable thereto.

#### SALE OR LEASE

~~A: After the Developer has relinquished control of the Association, the Association shall have the option to purchase any Unit upon the same terms and conditions as are offered by the Unit Owner to any third person. Prior to the sale or transfer of any Unit to any person other than the transferor's spouse or member of his immediate family or wholly owned corporation, the Unit Owner shall notify the Association in writing of the name and address of the person to whom the proposed sale or transfer is to be made, the terms and conditions thereof together with a copy of the agreement for such sale or transfer and such other information as may reasonably be required by the Association. Failure to do so shall be deemed a breach hereof, and any sale or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser or transferee. If the proposed sale is bona fide and the Association exercises its~~

~~option with respect to same, the Association, shall, within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, deliver to the Unit Owner the deposit required under the terms of such agreement and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions thereof. Election of the Association to exercise the said option shall be stated in a certificate executed by the Association, which shall be recorded in the Public Records of Broward County, Florida, by and at the expense of the proposed purchaser or transferee.~~

~~B. The Association shall not have the option to purchase any Unit as provided in Section A of this Article 20 with respect to any sale or transfer of a Unit in connection with the foreclosure of a mortgage by a Mortgagee (or the acceptance of a deed in lieu of foreclosure) or with respect to any sale or transfer by a Mortgagee or other party who acquired the Unit in connection with such foreclosure or deed in lieu of foreclosure. The term "transfer" as used in this Article 20: A. and B. indicates a situation in which title to a unit is conveyed.~~

C. (1) The provisions of this Article 20. C. (1) apply to leases entered into prior to the effective date of this amendment. Except as provided below, units shall not be leased without the prior written approval of the Association of both the lease and lessee. The Association has the right to require that a substantially uniform form of lease be used. The provisions of the Condominium Act, this Declaration, the Articles, the Bylaws and the rules and regulations of the Association shall be deemed expressly incorporated into any lease of a Unit. No lease shall be for a period of less than six (6) months, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased, unless the proposed lessees fall within the definition of family, as family is defined in Article 2. G. i. of this Declaration. Subleases of Units are prohibited. Units shall not be leased more than once in any six (6) month period. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. The Association must either approve or disapprove a lease renewal and lessee within ten (10) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. One of the grounds for the Association's disapproval of a lease renewal of a Unit may include a Unit Owner being delinquent in the payment of an Assessment (or Special Assessment, to the extent allowed by law) at the time approval is sought. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Association fails to give the Unit owner written notice of its approval or disapproval of the proposed lease renewal and lessee, the proposed lease renewal and lessee shall be deemed approved. The Association shall have the option to require any lessee to post a deposit, not in excess of one month's rent, into an escrow account maintained by the Association as security for damage to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this Article 20. C. shall be handled in the same fashion as provided in the Florida Residential Landlord and Tenant Act. Subject to the terms of this Article 20. C. (1) an authorized lessee who is occupying a unit under a lease on the effective date of this amendment may renew said lease, and the lessee may continue to lease such unit until the lessee ceases occupying the unit under such a lease renewal. As soon as such lessee no longer occupies the unit under such a lease renewal, such unit may not be leased. This provision shall only serve to grandfather in the individual leases referenced in the two (2) immediately preceding sentences.

(2) Subsequent to the effective date of this amendment no Unit Owner may lease his or her unit with the exception of the leases grandfathered in Article 20. C. (1) of this Declaration of Condominium.

IN WITNESS WHEREOF, BAYVIEW AT THE TOWNSHIP CONDOMINIUM ASSOCIATION, INC. has executed this Amendment to the Declaration of Condominium of BayView Village "F", a Condominium, this 24 day of November, 2004.

BayView At The Township Condominium Association, Inc.

[Signature]  
First Witness Signature (as to both)

[Signature]  
Charles McCartney, President

Deborah A. DelVecchio  
Printed Name of First Witness

[Signature]  
Second Witness Signature (as to both)

[Signature]  
Marlene Rader, Secretary

RAFFAELA RENNELLA  
Printed Name of Second Witness

STATE OF FLORIDA )  
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24 day of November, 2004 by Charles McCartney and Marlene Rader, President and Secretary respectively of BayView At The Township Condominium Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation. Charles McCartney is personally known to me or has produced driver's license as identification and did not take an oath. Marlene Rader is personally known to me or has produced driver's license as identification and did not take an oath.

[Signature] (SEAL)  
NOTARY PUBLIC

My commission expires:

