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**CERTIFICATE OF AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM**

FOR LAGO DEL REY CONDOMINIUM, INC. 4

I HEREBY CERTIFY that the Amendments to the Declaration of Condominium attached as Exhibit "1" to this Certificate was approved by the Board of Directors and by a vote of the members of Lago Del Rey Condominium, Inc. 4 in accordance with the Declaration of Condominium for Lago Del Rey Condominium, Inc. 4. The Declaration of Condominium for Lago Del Rey Condominium, Inc. 4 is recorded in Official Records Book 3025, Page 0074, of the Public Records of Palm Beach County, Florida.

DATED this 6th day of January, 2012.

As to witnesses:

Gloria J. Montgomery

Karla E. Davis

LAGO DEL REY CONDOMINIUM, INC. 4

By: Gary Soule
Gary Soule, President

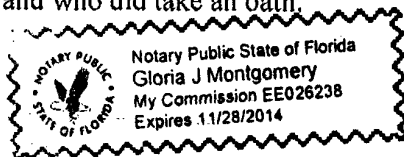
Attest: Betty Jo Wigderson
Betty Jo Wigderson, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 6 day of January, 2012, by GARY SOULE, as President of **LAGO DEL REY CONDOMINIUM INC. 4**, freely and voluntarily under authority duly vested in them by said corporation. He is personally known to me or has produced SELF as identification and who did take an oath.

[SEAL]



My Commission Expires: 11/28/2014

Gloria J. Montgomery
NOTARY PUBLIC
State of Florida at Large

AMENDMENTS TO
DECLARATION OF CONDOMINIUM
LAGO DEL REY CONDOMINIUM, INC. 4

The Preamble to the **Submission Statement** is amended as follows:

The Corporation whose name appears at the end of this Declaration as "Developer", being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described and set forth as the Condominium Property in the Survey Exhibits attached hereto as "Exhibit No. 1", which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained not personally owned by unit owners), hereby states and declares that said realty, together with improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 718 et seq. and as amended hereafter from time to time (hereinafter referred to as the "Condominium Act"), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration of Condominium.

Section G. of **Definitions** is amended as follows:

- G. Condominium Act means and refers to the Condominium Act of the State of Florida (F.S. 718 et seq.) as now in effect and as amended or re-numbered hereafter from time to time.

Section R. of **Definitions** is amended as follows:

- R. Condominium Documents means this Declaration, Articles of Incorporation and the By-Laws, together with all Exhibits annexed thereto, as the same may be amended from time to time. The term, Condominium Documents, may also mean, where applicable, Rules and Regulations, Prospectus or Offering Circular, and the applicable required items under Chapter 718 Florida Statutes, unless the context otherwise requires, and notwithstanding that some or all of said documents or items may or may not be Exhibits to the Declaration of Condominium and/or recorded in the Public Records of the County where in the Condominium is located.

Section S. of **Definitions** is amended as follows:

- S. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term as defined in Florida Statutes, Chapter 718. This Declaration incorporates the Condominium Act and/or Florida Statutes, Chapter 718 as in effect at the time of the first recording

of the Declaration for Lago Del Rey Condominium, Inc. 4 and as amended thereafter from time to time.

Article II. **NAME** is amended as follows:

The name by which this Condominium is to be known is LAGO DEL REY CONDOMINIUM, INC. 4.

Article VII. **METHOD OF AMENDMENT OF DECLARATION** is amended as follows:

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-laws, by the affirmative vote of members casting not less than a majority of the total vote of the members of the Association.

All Amendments shall be recorded and certified as required by the Condominium Act. No Amendment shall change any Condominium unit's ownership interest in the common elements of the Condominium, nor a Condominium unit's proportionate or percentage share of the common expenses and ownership of the common surplus, nor the voting rights appurtenant thereto, nor materially alter or modify the appurtenances to a unit, nor change the configuration or size of any unit in any material fashion unless the record owner(s) thereof and all unit owners of record consent to the Amendment subject, however, where applicable, to the paramount provisions of the last paragraph in this Article VII. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record; nor shall the provisions of Article XII of this Declaration be changed without the written approval of all Institutional Mortgagees of record. Notwithstanding the provisions of this Article VII, the Declaration and Exhibits thereto, where applicable, may be amended for the purposes set forth and pursuant to F.S. 718.110(5), subject only to the unanimous approval of the full Board of Directors.

Notwithstanding the other paragraphs of this Article VII, there shall be automatically incorporated as part of this Declaration and, where applicable, the Exhibits attached thereto including, but not limited to, the Articles of Incorporation of the Condominium Association and the By-Laws of the Condominium Association, any and all provisions which now or hereafter may be required by any agency of the United States government which holds a first mortgage or insures to the holder thereof the payment of same; and the provisions required by any such governmental agency shall supersede any conflicting matters contained within this Declaration and the Exhibits attached thereto.

Article X. **ASSESSMENTS**

Section A. is amended as follows:

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other sums as are specifically provided for in this Declaration and Exhibits attached hereto. The Board of Directors may adopt a budget for the common expenses of the Condominium for the coming fiscal or calendar year in such amount as the Board deems necessary and during a fiscal or calendar year, said Board may increase the assessments for common expenses of the Condominium and/or levy a special assessment for common expenses in such amount as the Board deems necessary. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration, and the Exhibits attached hereto. A portion of the common expenses of this Condominium may be determined by certain parties as provided under Article XVII of this Declaration, and the applicable provisions hereinbefore set forth in this Article X.A shall apply to the provisions of this sentence and the Board of Directors shall comply with the provisions of said Article XVII of this Declaration.

E. Where the Mortgagee of a First Mortgage of record, obtains title to a Condominium parcel as a result of foreclosure of the First Mortgage, or when a First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such Mortgagee, its successors and assigns, shall be liable for the assessments by the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to the Mortgagee's acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure to the extent required by the Condominium Act. (F.S. Chapter 718) as in effect from time to time.

F. Any person who acquires an interest in a unit except a First Mortgagee as specifically provided hereinabove, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall be responsible for all unpaid assessments due and owing by the former unit owner(s). The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of unit owners, or to any third party.

Paragraph G. is deleted in its entirety.

Article XI. Section A. entitled **PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS** is deleted in its entirety and shall be replaced with the following:

Article XI. **LEASES**

A. Leasing of Units. No Owner may lease, renew a lease or extend a lease of a Unit without the prior written approval of the Association which authority may be delegated to a

committee or agent. No person may occupy a Unit as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors. The following shall apply to all rentals of Units:

1. All tenants and other permanent occupants of a Unit must obtain prior written approval of the Board of Directors before occupying the Unit, except for guests of a Unit Owner. Individuals or guests, other than Owners and approved tenants, staying in a Unit for more than thirty (30) consecutive days or thirty (30) cumulative days in a calendar year, shall be considered a tenant and shall be subject to approval by the Association in accordance with this Article. The Association may promulgate rules and regulations governing guests and registration of guests.

2. An Owner desiring to lease his Unit, shall give to the Association notice of such intention together with a copy of the proposed lease, the name of the proposed lessee(s) and all proposed occupants, a completed application and any other information requested by the Association. The Association shall have the right to require that a substantially uniform form of lease be used and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board shall have the right to conduct background searches on the proposed tenant and their spouse, if applicable, and all proposed occupants of the Unit. Such background search may include a credit check of the proposed tenant and/or occupant. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Unit, as a condition for approval.

3. The provisions of Florida Statutes Chapter 718, 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. The Association shall have fifteen (15) days from the receipt of notice and all information required within which to approve or disapprove of the proposed lease or proposed lessees or occupants. Failure of the Association to provide written notice of its decision within said period shall be deemed an approval of the lease.

4. Failure to Give Notice. If the notice to be given by an Owner to the Association is not given then at any time after receiving knowledge of a transfer of possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

5. Disapproval by Association. If the Association disapproves a proposed lease or occupancy of a Unit then such lease or occupancy shall not occur. The Association shall not unreasonably withhold or delay approval of a proposed lease and/or proposed occupant.

6. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of six (6) months.

7. All leases shall be in writing and shall incorporate a lease addendum if promulgated by the Association. Written leases, addenda and all other leases, shall provide or be deemed to provide that the tenants have read and agreed to be bound by this Declaration, Articles

of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time ("Association Documents"). The lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Association Documents shall constitute a material breach of the lease and subject the tenant to eviction by the Association as agent of the Owner pursuant to Chapter 83, Florida Statutes in addition to any other remedy provided for in the Association Documents or Florida law.

8. The Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Association Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Owner shall have the duty to bring his tenant's conduct into compliance with the Association Documents by whatever action is necessary including, without limitation, the institution of eviction proceedings without notice to cure, whenever legally permissible.

9. If the Owner fails to bring the conduct of the tenant into immediate compliance with the Association Documents, then the Association shall have the authority to revoke its approval of the lease and take any action deemed necessary to obtain compliance with the Association Documents. Such action may include, but shall not be limited to, the right to institute an action for injunctive relief and/or the right to institute an action for eviction against the tenant pursuant to Florida Statutes Chapter 83 in the name of the Association and as agent of the Owner. In any such action or effort to obtain compliance with the Association Documents by the tenant, the Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Owner which shall be secured by a continuing lien in the same manner as assessment charges.

10. ~~Unapproved or~~ Unauthorized Lease or Occupancy. Any lease or occupancy of an apartment, which has not been approved or has been disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Association. The Association shall have the right to remove any unapproved or unauthorized occupants, and their personal belongings, through an eviction proceeding under Chapter 83, Florida Statutes as agent of the Owner or by any other means provided for in the Association Documents.

11. Association Fee. The Owner or lessee seeking approval of a lease of a Dwelling Unit shall pay an application fee for each tenant-applicant in an amount determined by the Board but not exceeding \$150.00. No charge shall be made in connection with an extension or renewal of a lease.

B. MORTGAGE AND OTHER ALIENATION OF UNITS and its subsections shall be deleted in their entirety.

Article XIII. **USE AND OCCUPANCY** is amended as follows:

The Owner of a unit shall occupy and use his apartment unit as a single family private dwelling for himself and the members of his family and his social guests, and for no other

purpose. Occupancy of a unit on a permanent basis is limited to two (2) individuals for all one-bedroom units and four (4) individuals for all two-bedroom units and six (6) individuals for all three-bedroom units; however, individuals in excess of this number may be permitted to visit and temporarily reside in a unit not to exceed sixty (60) days in total in any calendar year. The Association shall have the right to extend said period of visitation within any calendar year.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, illegal acts in or about the Condominium property.

No more than two (2) dogs or cats, or one of each, may be kept in a unit provided that any dog or cat shall not exceed forty (40) pounds. No other animals or pets of any kind shall be kept in any unit or on any property of the Condominium. Permitted dogs or cats shall be not kept, bred or maintained for any commercial purposes. Any dog or cat causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Directors of the Association. Pets shall not be permitted upon the Lago Del Rey Pool and Facilities area unless a portion thereof is designated as the area of pets to relieve themselves.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the units, building(s) nor the limited common elements nor the common elements; nor shall they place any furniture or equipment outside their unit nor shall they cause awnings and/or storm shutters, screens and enclosures and the like to be affixed or attached to any units, limited common elements or common elements, nor shall they plant any flowers, plants, greenery or shrubbery in any planters which are a limited common element, except with the prior written consent of the Board of Directors and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes lines or similar device shall be allowed on any portion of the condominium property, nor shall clothes be hung anywhere except where designed by the Board of Directors of the Association. No laundry facilities or equipment shall be permitted in any unit or elsewhere without the written consent of the Board of Directors of the Association, except where the Developer has provided plumbing and electrical connections for laundry facilities or equipment. The unit owner may not enclose the exterior terrace, balcony, patio or porch which abuts a unit without the prior written consent of the Association, which type enclosure is further subject to the prior written approval of the Association; however, the Developer shall have the absolute right to enclose or screen in said exterior terrace, balcony, patio or porch, and said Developer shall have the absolute right to determine what type and style of enclosures shall be permitted as to said terrace, balcony, patio or porch, notwithstanding the fact that the prior written consent of the Association is required.

No personal shall use the common elements or any part thereof, or a Condominium unit or the condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.

Article XIV. **MAINTENANCE AND ALTERATIONS** shall be amended as follows:

B. There shall be no alterations or additions to the common elements or limited common elements of this Condominium where the cost thereof is in excess of ten percent (10%) of the annual budget of this Condominium for common expenses except as authorized by the Board of Directors and approved by not less than a majority of the total vote of the unit owners of this Condominium; provided the aforesaid alterations or additions do not prejudice the right of any unit owner; unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions as aforescribed, i.e., as to the common elements or limited common elements of this Condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners(s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than seventy-five percent (75%) of the total vote of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required.

C. 5. To show no signs, advertisements, or notices of any type on the common elements, limited common elements, or his unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association. Satellite dishes are permitted under F.C.C. Regulations. The foregoing includes signs within a unit which are visible from outside the unit and the foregoing includes posters, advertisements or circulars upon the condominium property including common elements, limited common elements, units or vehicles parked upon the Condominium property and distributing advertisements or circulars to units within the condominium.

Article XIV is amended to add a new Section G. and shall read as follows:

G. If a unit owner is delinquent for more than ninety (90) days in paying any monetary obligation due the Association or if a unit owner or a unit's occupant(s), tenant(s) or invitee(s) fails to comply with any provision of the Declaration, the Association By-Laws or rules and regulations of the Association, the Association may suspend the right of the unit owner or a unit's occupant(s), tenant(s) or invitee(s) to use common elements, common facilities or any other Association property for a reasonable period of time. The Association may also levy reasonable fines for the failure of the owner of the unit, or its occupant(s), tenant(s) or invitee(s) to comply with any provision of the Declaration, the Association By-Laws or reasonable rules and regulations of the Association. The fine shall not exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and an opportunity for hearing provided that any fine imposed on a continuing basis may not, in the aggregate, exceed \$1,000.00. No fine may be levied nor a suspension of use privileges be imposed unless the Association first provides fourteen (14) days written notice and an opportunity for hearing to the unit owner and, if applicable, the unit occupant(s), tenant(s) or invitee(s). The hearing must be held before a committee of no less than three (3) unit owners

who are not Board Members or persons residing in a Board Members household or an employee or immediate family member of a Board Member. If the committee does not impose a fine or suspension, no fine or suspension may be levied or imposed by the Board.

Article XIV is amended to add a new Section H. and shall read as follows:

H. Each unit owner, occupant(s), tenant(s) or other invitee(s) shall be governed by and must comply with the Declaration, the By-Laws and the reasonable rules and regulations of the Association. In any action for damage, for injunction or for other relief for failure to comply with the Association's Governing Documents, by the Association against a unit owner or by a unit owner against the Association, the prevailing party in such action (including administrative proceedings required by Florida Statutes, Chapter 718) is entitled to recover its reasonable attorneys' fees and costs.

Article XVII-A **ADDITIONAL RECREATION FACILITIES** shall be deleted in its entirety. All succeeding Articles shall be re-numbered accordingly.

Articles XVIII. **MISCELLANEOUS PROVISIONS** shall read as follows:

H. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors of the Association from authorizing the removal of or removing any party wall between any Condominium units in order that the said units might be used together as one integral unit. In such event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.

END OF AMENDMENTS

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