

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM**

OF

OAKLAND ARMS CONDOMINIUM APARTMENTS

WHEREAS, OAKLAND ARMS CONDOMINIUM ASSOCIATION, INC., is the Florida not-for-profit corporation responsible for the maintenance, management, and operation of the real property subject to the Declaration of Condominium of OAKLAND ARMS CONDOMINIUM APARTMENTS, a condominium, recorded in Official Record Book 6087, at Page 645, of the Public Records of Broward County, Florida;

WHEREAS, the attached Amendment to the Declaration was adopted in accordance with Article ~~XXX~~ of the Declaration at a duly-called meeting of the Membership, at which a quorum was present, on May 23, 2004;

NOW THEREFORE, BE IT RESOLVED that Articles XIII and XXVI of the Declaration are amended as set forth on the Amendment sheet appended hereto.

IN WITNESS WHEREOF, I, the duly authorized officer of OAKLAND ARMS CONDOMINIUM ASSOCIATION, INC., have affixed my hand this 8 day of June, 2004.

WITNESSES

Sign Guy Wadsworth

Print Guy WADSWORTH

Sign George R. Shreffler

Print George R. Shreffler

OAKLAND ARMS CONDOMINIUM
ASSOCIATION, INC.

By: R. W. Wadsworth

ROGER WADSWORTH
President

STATE OF Ohio

COUNTY OF Lucas



BETH ELLEN SPRAGUE
Notary Public, State of Ohio
My Commission Expires 07-25-07

The foregoing instrument was acknowledged before me this 8 day of June, 2004, by ROGER WADSWORTH, President of OAKLAND ARMS CONDOMINIUM ASSOCIATION, INC., a not-for-profit corporation, who is personally known to me or who produced _____ as identification and who did/did not take an oath.

Beth Ellen Sprague
NOTARY PUBLIC

(2)

AMENDMENTS TO DECLARATION:

(Please note: Additions are indicated by underlining, deletions by "-----", and unaffected language by "...")

.....

XIII

RESIDENTIAL USE RESTRICTIONS APPLICABLE TO PRIVATE DWELLINGS

Each PRIVATE DWELLING is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. Leasing of an APARTMENT is permitted; however, no lease of an APARTMENT is permitted until two (2) years after the recording of the instrument transferring title to an APARTMENT to the unit owner intending to lease such APARTMENT. No owner or owners of any APARTMENT shall permit use of the same for transient, hotel or commercial purposes; provided, however, that so long as F.K. PROPERTIES shall retain any interest in the CONDOMINIUM, it may utilize an APARTMENT or APARTMENTS for sales office, model, prototype, or other usage for the purpose of selling APARTMENTS in said CONDOMINIUM. Still further, F.K. PROPERTIES may assign this commercial usage right to such other persons or entities as it may choose; provided, however, that when all APARTMENTS in the CONDOMINIUM have been sold, this commercial right of usage shall immediately cease.

.....

XXVI

RIGHT OF FIRST REFUSAL TO ASSOCIATION TO LEASE OR PURCHASE APARTMENTS

.....

Notwithstanding the foregoing, no APARTMENT may be leased until two (2) years after the recording of the instrument transferring title to the APARTMENT to the unit owner intending to lease such APARTMENT. Further, no APARTMENT shall be leased unless the terms and provisions of such lease shall provide that such APARTMENT may not be sublet without the prior written approval of ASSOCIATION being first had and obtained, and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of APARTMENTS and COMMON PROPERTY contained in this Declaration of Condominium, and with the rules and regulations contained herein or hereafter established by ASSOCIATION governing the use of such APARTMENTS and COMMON PROPERTY, and should any lessee not comply with such covenants, then ASSOCIATION shall be given the right to cancel and terminate such lease, all without any obligation to owner, and in said respect, the said ASSOCIATION shall be regarded as the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

.....