

86-285497

CERTIFICATE OF AMENDMENT

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Restrictions and By-Laws, an exhibit to the Declaration of Condominium of Golden Isles Condominium Apartments, Inc. as described in Book 3067 at Page 9 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article XI of the By-Laws, that is by proposal of the Board of Directors and approval by two-thirds of the members of the Association at a meeting held April 25, 1986.

IN WITNESS WHEREOF, we have affixed our hands this 15th day of July, 1986, at Fort Lauderdale, Broward County, Florida.

By: [Signature]  
President  
Attest: [Signature]  
Secretary

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF BROWARD

On this 15 day of July, 1986, personally appeared [Signatures], and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES APR 30, 1989  
BROWARD COUNTY, FLORIDA 33404

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## ARTICLE IX

### RULES AND REGULATIONS

Section 1. Administrative Rules and Regulations. The Board of Directors of the Association, may from time to time, adopt and amend previously adopted administrative rules and regulations governing the details of the operation and use of the common elements of the Condominium.

Section 2. Parking. Parking facilities shall be used in accordance with the regulations adopted by the Board. No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than two (2) weeks and no repair, except emergency repair of vehicles shall be made on the Condominium properties. No commercial vehicle owned or driven by the condominium owner, guest or lessee shall be parked on the Condominium properties.

Section 2.1 No boat, boat trailer, camper, truck, golf carts shall be left or stored on the Condominium properties for more than two weeks and these shall be parked in designated areas.

Section 2.2 Any guest staying more than 30 days and using a guest parking space will be charged a monthly fee of \$15.00 per month.

Section 3. Fines. Any owner whose maintenance is not paid by the 10th of the month will be charged \$10.00 for the first month. If such owner has not paid by the 10th of the second month the charge for the second month will increase to \$20.00 for a total of \$30.00 for the two months. If such owner has not paid by the 10th of the third consecutive month the charge for the third non payment will increase to \$40.00 for a total of \$70.00. After three months legal action will be taken.

## ARTICLE X

### DEFAULT

Paragraph 2. To further secure the payment of this indebtedness, the condominium parcel owner, by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer and set over unto the Association, all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the Association shall have the right to enter upon the premises and collect the same directly from the occupants. In the event the Unit Owner is in possession of the unit, said Unit Owner shall be required to pay a reasonable rental for the condominium parcel. In the event the owner of a condominium parcel does not pay the assessment required to be paid by him within thirty (30) days of its due date, said sum shall bear interest at the rate of eight percent ~~(8%)~~ per annum as prescribed by law from its due date, and said condominium parcel owner shall be liable for the Association's reasonable costs in preparing and recording the lien, as required by law, and a reasonable attorney's fee incurred by the Association incident to the collection or enforcement of such lien. The Association shall also have the right to bid in the condominium parcel at foreclosure sale, and to acquire and hold, mortgage and convey the same. A suit to recover a money judgement for unpaid common expenses or monthly assessments shall be maintainable without foreclosure or waiving the lien securing the same. The losing defendant in either action shall pay the costs thereof, together with a reasonable attorney's fee.

BY-LAWS - ARTICLE III

OFFICERS

Section 9. Audit Committee. This Committee shall be composed of three (3) Unit Owners ~~elected~~ selected by the members at the Annual Meeting held in December and shall be responsible for an annual audit of the accounts of the Association Corporation. A written report of the findings of the Committee shall be furnished to each Unit Owner not later than April 1st of each year. Actions taken by this Committee shall not be subject to the approval of the Board of Directors, except the employment of a Certified Public Accountant. In the event that the application of this Committee for the employment of a Certified Public Accountant is rejected by the Board, this decision may be appealed by the Committee to the members at a special meeting thereof called for said purpose.

BY-LAWS - ARTICLE V

MEETINGS OF MEMBERSHIP

Section 2.1 The first meeting shall be held on the second Tuesday of December of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following. This meeting shall be for the purpose of nomination of candidates for the Board of Directors, ~~election~~ selection of the Audit Committee for the coming year, and the adoption of the Budget. The nominating committee shall present its slate of candidates for Directors and thereafter each candidate so nominated must present a written acceptance for those nominees not present at said meeting. Following this presentation, nominations may be received from the floor; each nomination from the floor must be seconded and the nominee must indicate his acceptance. Ballots containing the names of the candidates who have accepted the nomination shall be prepared and a copy of said ballot shall be provided to each member of the condominium together with the written notice of the second meeting of the members scheduled for January. Also at this meeting, the members shall nominate and ~~elect~~ select the three (3) members of the Audit Committee.

BY-LAWS - ARTICLE VII

FINANCES

Section 3. Assessments. The members at the second annual meeting of the members in January, fix the monthly assessment for the coming year retroactive to the beginning of the year. The monthly assessment shall become due and payable by each member at the beginning of each month and shall be deemed to be delinquent if not paid by the ~~end-of 10th~~ of said month. The Board shall have the right to impose a reasonable penalty for the failure to pay said assessment when due. The total annual assessment shall be apportioned among the members as provided in Paragraph G of the Declaration of Condominium.

Section 5. Substantial Additions, Alterations or Acquisitions. There shall be no substantial additions, alterations or acquisitions to the common elements or limited common elements at a cost of more than ~~Five-Hundred-Dollars-(\$500.00)~~ One Thousand Dollars (\$1,000.00) unless the same are ratified by the affirmative vote of fifty-one percent (51%) of the Unit Owners for an expenditure ranging from ~~Five-Hundred-Dollars-(\$500.00)~~ One Thousand Dollars (\$1,000.00) to ~~Two-Thousand-Dollars-(\$2,000.00)~~ Twenty Five Hundred Dollars (2,500.00) and a vote of ~~seventy-five percent-(75%)~~ sixty-six and two thirds percent (66 2/3%) of the Unit Owners for an expenditure of over ~~Two-Thousand-Dollars-(\$2,000.00)~~ Twenty Five Hundred Dollars (\$2,500.00).

DECLARATION OF RESTRICTIONS AND BY-LAWS OF  
THE GOLDEN ISLES CONDOMINIUM APARTMENTS, INC.

(additions indicated by underlining, deletions by "----",  
and unaffected language by . . .)

BY LAWS - ARTICLE II

DIRECTORS

Section 1. Number and Term. The affairs of the Association shall be administered by a Board consisting of ~~seven-(7)~~ five (5) Directors who shall each serve a term of two (2) years, or until his successor is duly elected and qualified. In order to maintain a continuity of administration ~~four-(4)~~ three (3) Directors shall be elected in the odd numbered years and ~~three-(3)~~ two (2) Directors shall be elected in the even numbered years, in accordance with the following procedure.

1.1 At the first annual meeting of members in January to be held after the adoption and filing of this amendment in accordance with Florida Statutes, ~~seven-(7)~~ five (5) persons shall be elected as Directors. From the Directors so elected, the ~~four (4)~~ three (3) receiving the highest plurality of votes shall be elected for a term of two years and the next ~~three-(3)~~ two (2) receiving the highest plurality vote shall be elected for a term of one year.

1.2 In each succeeding year thereafter, ~~three-(3)~~ two (2) Directors shall be elected in the even numbered years and ~~four (4)~~ three (3) Directors shall be elected in the odd numbered years.

Section 6. Powers.

6.2 To levy special assessments, payable after notice in a lump sum or in installments. By majority vote, the Board of Directors may impose a special assessment not-to-exceed-10% of the annual regular-assessment-during-any-one-year as sustained in the Condominium Act. ~~All other special assessments shall be vested upon by the membership.~~ The Association shall have the power to borrow money only when such loan is approved by a majority of the Unit Owners at a special meeting called for that purpose or by a majority of the Unit Owners.

6.5 To enter into and upon the condominium units, when necessary, and at as little inconvenience to the owner as possible, in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of the condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Directors, or its duly authorized agents, to enter into his condominium unit at any reasonable time (or at any unreasonable time as the necessities of the situation should require). Therefore, a key for access to each unit owner's apartment must be on file with the Association.

Section 7. Compensation. Directors and Officers fees, if any shall be determined by members. Directors and Officers remuneration fees for performing duties of business for the benefit of the association shall be as follows:

<u>within city limits</u>	<u>remuneration</u>
<u>Hallandale</u>	<u>\$2.00 round trip</u>
<u>Lauderdale</u>	<u>\$5.00 round trip</u>
<u>Miami</u>	<u>\$7.00 round trip</u>
<u>Other</u>	<u>for longer distances, price will be determined by the Board of Directors.</u>

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ARTICLE XIV

Section 4. The breach of any of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith for value, as to the portions of said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title thereto is or was acquired by foreclosure, trustee's sale or otherwise. This provision is not meant to bind foreclosing mortgages to the rules contained herein for transfer of ownership interests in and to, or to leasing or sub-leasing of condominium units. However, any Mortgagee whose Note encumbers any condominium parcel, agrees that with this one exception, it shall comply with all other rules, regulations and By-Laws of the Condominium Association and its subsequent transferees shall thereafter be similarly bound by all of the Condominium Association's Rules and Regulations and By-Laws.

CLERK OF THE PUBLIC RECORDS DEPT.  
OF PALM BEACH COUNTY, FLORIDA  
**F. T. JOHNSON**  
COUNTY ADMINISTRATOR

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