



INSTR # 101793664

OR BK 32946 PG 1490

RECORDED 03/26/2002 11:33 AM

COMMISSION

BROWARD COUNTY

DEPUTY CLERK 2020

This instrument was prepared by:  
Lisa A. Woliner, Esquire,  
BECKER & POLIAKOFF, P.A.  
3111 Stirling Road  
Fort Lauderdale, FL 33312

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF ISLAND CLUB THREE,  
A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Island Club Three, as recorded in Official Records Book 5128 at Page 12 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Condominium Documents at a meeting held February 20, 2002.

IN WITNESS WHEREOF, we have affixed our hands this 21<sup>st</sup> day of FEBRUARY 2002, at Pompano Beach, Broward County, Florida.

WITNESSES

Sign Richard M. Donofrio  
Print Richard M. Donofrio

Sign Charles J. Barrette  
Print CHARLES BARRETTE

ISLAND CLUB THREE, INC.

By: Ralph Brigida  
Ralph Brigida, President  
Address: 777 South Federal Highway  
Pompano Beach, FL 33062

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Feb, 2002, by Ralph Brigida, as President of Island Club Three, Inc., a Florida not-for-profit corporation.

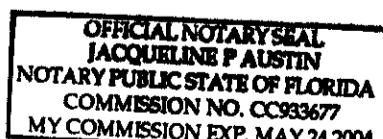
Personally Known  OR  
Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

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NOTARY PUBLIC - STATE OF FLORIDA

sign Jacqueline P. Austin  
print JACQUELINE P. AUSTIN  
My Commission expires:



(7)

**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM  
OF  
ISLAND CLUB THREE,  
A CONDOMINIUM**

**NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.**

1. Article X, Section D.3, of the Declaration of Condominium is amended and created to read as follows:

3. Leasing a unit shall be prohibited during the one (1) year period subsequent to the acquisition of title to the apartment. Thereafter, all leases (approved as required elsewhere herein) shall have a minimum term of three (3) months.

2. Article X, Section G of the Declaration of Condominium is hereby amended and created to read as follows:

G. Parking: Automobile parking spaces shall be used solely and exclusively for that purpose. No trucks, commercial vehicles, vans, buses, open-bed vehicles, motorcycles, mopeds, campers, recreational vehicles, mobile homes, motor homes, boats or trailers of any kind shall be permitted to be parked or stored at any time on any portion of the condominium property. Common Elements, property maintained by the Association or property owned by the Association (hereinafter referred to as "The Property"). Parking is permitted only in paved areas specifically designated and marked for parking, and parking in any other area is prohibited. Vehicles shall be parked "head-in" only. Vehicles parked in any prohibited area and vehicles not parked "head-in" shall be deemed illegally parked. Vehicle maintenance or repairing vehicles anywhere on The Property is prohibited. Stored vehicles, vehicles with expired tags or no tags, vehicles not owned by or registered to an owner or properly approved tenant, and vehicles that can not operate under their own power are prohibited. Residents must park their vehicles only in their assigned parking spaces. A resident's vehicle parked anywhere other than its assigned parking space shall be deemed illegally parked; provided, however, that residents with more than one vehicle may park such excess vehicles in a parking space leased to them by the Association, if available. Guests must park their vehicles only in the guest parking spaces. Only the north parking lot is available for overnight guest parking. Parking any vehicle overnight in any other guest space is prohibited. Any guest vehicle parked anywhere other than a guest parking space shall be deemed illegally parked. No vehicle shall protrude onto or in any manner block or interfere with access to the vehicular easement areas or another parking space and any vehicle so protruding, blocking or interfering shall be deemed illegally parked. Any and all vehicles that are illegally parked and prohibited vehicles shall be towed at the owner's expense without notice. This provision applies to all owners, occupants, tenants and guests. Owners shall be responsible for compliance with this provision by their family, tenants, guests and invitees. This provision shall not apply to the temporary (less than 12 hours) parking of commercial vehicles used to furnish commercial services or deliveries to The Property and apartment owners; provided, however, that such commercial vehicles must park only in the specific areas designated for such purpose. The following definitions shall apply for purposes of this section:

"Truck" means all vehicles of every kind, including pick-up trucks regardless of rated weight-carrying capacity, which are manufactured, designed, marketed or used for transporting goods of any nature. "Truck" shall include any vehicle designated as a truck by the manufacturer. "Truck" shall exclude

certain passenger Sport Utility Vehicles such as: Chevrolet Blazer, Ford Explorer, Toyota 4Runner, and other vehicles of similar design.

"Van" means step-vans of any size or weight, panel trucks or vans of any size or weight and any vehicle designated as a van by the manufacturer. "Van" shall include vehicles without side or rear windows, or rear passenger seats. "Van" shall also include vehicles exceeding the height, width or length of standard passenger automobiles by more than five percent (5%). "Van" shall exclude passenger minivans such as: Dodge Caravan, Plymouth Voyager, Chevrolet Astro, Ford Windstar, Toyota Previa, and all other vehicles of similar design, but shall include such vehicles with elongated, extra long or longer than standard bodies, lengths or widths, or such vehicles with extra high or higher than standard bodies.

"Commercial Vehicle" means all vehicles of every kind whatsoever, the use of which are primarily for business; or which from viewing the exterior of the vehicles or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use; or which contain tools, tool boxes or equipment transported in the vehicle incidental to any business; or which lack rear seats, rear or side windows.

"Bus" means all vehicles of any kind whatsoever, manufactured, designed, marketed or used as a bus; for transport of greater number of passengers or goods than for which automobiles are customarily manufactured, designed, marketed or used, but excluding vehicles manufactured, designed or marketed as passenger minivans excluded from the definition of "Van".

"Open-Bed Vehicle" means all vehicles of any kind whatsoever, including, but not limited to, flatbeds, which have exterior unenclosed areas, no matter what the size, which unenclosed areas are manufactured, designed, marketed or used for storage, placement or transportation of goods or any other types of objects, except those vehicles otherwise permitted under any other vehicle definition contained within this provision.

"Camper" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of providing temporary living quarters or storage of personal property or equipment for camping, recreation or travel.

"Mobile Home" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent or temporary dwelling.

"Motor Home" means any vehicles which are self-propelled and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall also be considered motor homes.

"Boat" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

"Trailer" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

A particular vehicle may be included in more than one category or definition. A vehicle excluded or permitted under one category or definition may still be prohibited under another category or definition.

3. Article X, Section H, of the Declaration of Condominium is amended and created to read as follows:

H. Guests:

1. Guests Deemed Tenants. Any guest occupying a unit for more than thirty (30) days shall be deemed a tenant, whether or not any consideration is being exchanged for the use of the unit and must be screened in accordance with the provisions of this Article. Failure to comply with said Article shall result in automatic disapproval, pursuant to the provisions of this Declaration, and the Association shall be entitled to evict such guest/tenant, or bring any other legal or equitable action to have such guest/tenant removed from the condominium property, as the agent of the unit owner, and to recover from the unit owner and/or the guest/tenant, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such eviction or other legal or equitable action by individual assessment against the unit which may be collected in the same manner as any other assessment for common expenses. The remedies provided for herein shall be in addition to any other remedy the Association may have against the owner or guest/tenant.

2. Notice. Any owner desiring to have guests occupy his unit shall, at least seven (7) days prior to the arrival of such guests, provide notice to the Association of the names, addresses, length of stay, relationship to owner and vehicle identification (including make, model and tag number) of such guests. Such notice shall be upon the forms supplied by the Association. Failure to provide such notice shall entitle the Association to evict such guests, or bring any other legal or equitable action to remove such guests from the condominium property, as the agent of the unit owner, and to recover from the unit owner and/or the guest/tenant, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such eviction or other legal or equitable action, and/or to prohibit such guests from utilizing any of the recreational facilities. These remedies shall be in addition to any other remedy the Association may have against the owner or the guests.