

Prepared by and returned to:

Becker & Poliakoff, P.A.  
Lisa Magill, Esquire  
3111 Sterling Rd.  
Fort Lauderdale, FL 33312

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM  
OF  
ISLAND CLUB THREE, A CONDOMINIUM  
AND TO THE BYLAWS  
OF  
ISLAND CLUB THREE, INC.**

I HEREBY CERTIFY that the attached amendments to the Declaration of Condominium of Island Club Three, A Condominium and the Bylaws of Island Club Three, Inc., were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 28th day of February, 2013. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Island Club Three is recorded at O.R. Book 5128, Page 12, *et seq.*, of the Public Records of Broward County, Florida.

IN WITNESS WHERE OF, we have affixed our hands this 8 of APRIL, 2013,  
at Pompano Beach, Broward County, Florida

WITNESSES:

*Richard M. Donofrio*  
Signature  
RICHARD M. DONOFRIO  
Printed Name  
*Nellie Ann Donofrio*  
Signature  
Nellie Ann Donofrio  
Printed Name

ISLAND CLUB THREE, INC.

BY: *J. H. Laurie*  
John Laurie, President  
777 S. Federal Hwy.  
Pompano Beach, FL 33062

STATE OF FLORIDA)  
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me this 8 of APRIL, 2013, by John Laurie as President of Island Club Three, Inc., a Florida not-for-profit corporation. He is personally known to me or has produced LICENSE as identification.

My commission expires:



ACTIVE: 4588672\_1

*Patricia E. Green*  
Notary Public  
PATRICIA E. GREEN  
Printed Name

**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
OF  
ISLAND CLUB THREE, A CONDOMINIUM  
AND TO THE BYLAWS  
OF  
ISLAND CLUB THREE, INC.**

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

**X. Use Restrictions**

The use of the property of the condominium shall be in accordance with the following provisions:

**Amendment to Article X, Section D of the Declaration of Condominium to read as follows:**

D. Leasing: Entire apartments may be rented provided the occupancy is only by the lessee and his family. All leases must be approved by the Association in the manner herein provided. No rooms may be rented and no transient tenants accommodated.

All leases must be in writing. Should an apartment owner wish to lease his Unit, he shall furnish the Association with a copy of the proposed lease, the name of the proposed Lessee, the names of all proposed Occupants, and such other information as the Association may reasonably require. Any person occupying the Unit after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Lessees or Occupants. The Association shall give the Unit Owner written notice of its decision within said period.

1. No apartment may be leased or rented for a period of less than three (3) months.
2. No apartment may be leased or rented more than once in any twelve month period.
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) shall have a minimum term of three (3) months. Renewals and/or extensions of leases must be approved by the Board of Directors
4. Nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease, lessee, or application for lease.

**Amendment to Article X, Section E. of the Declaration of Condominium to read as follows:**

E. Regulations: Regulations concerning the use of the condominium property have been adopted and ~~are attached hereto as Exhibit D, and may be~~ have been amended from time to time by the Board of Directors of the Association. ~~provided, however, that all such amendments thereto shall be approved by not less than seventy-five per cent (75%) of the votes of the entire membership of the Association before the same shall become effective.~~ The Board of Directors has the authority to promulgate, adopt, amend and repeal Rules & Regulations regarding the use of the condominium property, administration of the association and otherwise to advance association objectives. Notice of any meeting of the Board to adopt rules regarding use of the units shall be furnished to all members at least fourteen (14) days in advance or as otherwise required by law. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

**Amendment to Article X, Section F of the Declaration of Condominium to read as follows:**

F. Conveyances: In order to secure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by an owner other than the Developer shall be subject to the following provisions so long as the apartment building in useful condition exists upon the land:

1. Sale or lease. No apartment owner may dispose of an apartment or any interest therein by sale or by lease without approval of the Association, except to another apartment owner. If the purchaser or lessee is a corporation one of the officers of said corporation shall be responsible for designating who shall be allowed to occupy said apartment. The approval of the Association shall be obtained as follows:

(a) Notice to Association. An apartment owner intending to make a bona fide sale or a bona fide lease or other transfer of his apartment, or any interest therein, shall give notice to the Association of such intention, together with the name and address of the proposed purchaser or lessee, together with such other information as the Association may require. The Association shall have the authority to levy a transfer charge to cover the reasonable expenses incurred in screening an application for sale, lease or other transfer in accordance with this Article of the Declaration.

(b) Election by Association. Within thirty (30) days after receipt of such notice, the Association must approve the transaction or furnish a purchaser ~~or lessee~~ approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser ~~or lessee~~ furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Association shall be ~~in recordable form and~~ delivered

to the purchaser ~~or lessee~~. In the event that the Association does not furnish a purchaser ~~or lessee~~ approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice, then and in that event the seller shall be free to sell ~~or lease~~ his apartment to the proposed purchaser ~~or lessee~~, and the Association shall provide the purchaser ~~or lessee~~ of said sale ~~or lease~~ with an approval in recordable form.

(c) Disapproval for Good Cause. Disapproval of title transfers pursuant to this Article X, shall be made by the Board of Directors. The following may be deemed to constitute good cause for disapproval:

1. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents;
2. The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of or has pleaded no contest to:
  - a. a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or
  - b. a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or
  - c. a felony involving illegal drugs within the past ten (10) years; or
  - d. any other felony in the past five (5) years; or
  - e. a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred.
3. The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred.
4. The person seeking approval is currently on probation or community control.
5. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts;

6. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Condominium or other residences as a tenant, occupant, guest or Owner;

7. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

8. Assessments, fines and/or other debts to the Association remain outstanding.

If the Board disapproves a transfer for good cause, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

**Amendment to Article VII, Section 3 of the Bylaws to read as follows:**

Section 3. ~~An audit of the accounts of the corporation shall be made annually by a public accountant and a copy of the report shall be furnished to each member not later than March 1<sup>st</sup> of the year following the year for which the report is made.~~ A complete financial report of receipts and expenditures of the Association shall be made annually and shall comply with Florida Statute 718.111(13) as amended from time to time.