

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR EAGLE'S NEST TOWNHOMES ASSOCIATION**

This First Amendment to the Declaration of Condominium For Eagle's Nest Townhomes Association, a Condominium, is made by Eagle's Nest Townhomes Condominium Association, Inc., a Florida not for profit corporation (the "Association").

RECITALS

WHEREAS, the Declaration of Condominium for Eagle's Nest Townhomes Association (the "Declaration") was recorded in Official Records Book 17830, Page 759, of the Public Records of Broward County, Florida; and

WHEREAS, Article 12.2(a) of the Declaration allows amendment to the Declaration pursuant to approval of not less than 51% of the entire membership of the Board of Administration or not less than 75% of the apartments owners; and

WHEREAS, the Association desire to amend the Declaration as set forth herein (the "Amendment"); and

WHEREAS, the Amendment was adopted by 51% or more of the members of the Board of Administration at a duly called meeting with proper notice as required by the Declaration and applicable law.

NOW, THEREFORE, the Association hereby amends the Declaration of Condominium for Eagle's Nest Townhomes (the "Declaration") recorded in Official Records Book 17830, Page 759 of the Public Records of Broward County, Florida, as follows:

- I. Article 10.5 of the Declaration is hereby deleted and amended to read as follows:

[SUBSTANTIAL RECORDING OF DECLARATION.
SEE ARTICLE 10.5 FOR PRESENT TEXT]

- 10.5 **CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS.** In order to insure a community of congenial residents and thus protect the value of the apartments, the sale, leasing, rental, and transfer of apartments by any apartment owners shall be subject to the following provisions:

- A. **Right of First Refusal.** An apartment shall not be sold, leased or transferred without the prior written approval of the Association, which approval shall not be unreasonably withheld.

Completely apart from and in addition to the Association's right to approve or disapprove of any attempted sale, lease or transfer, is the right of first refusal of the Association (or its designee) to purchase or lease any apartment offered for sale or lease by any member of the Association. Any apartment owner who receives a bona fide offer to purchase or lease their apartment (such offer to purchase an apartment is hereafter called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror," and the apartment owner to whom the Outside Offer is made is called an "Offeree Apartment Owner"), which they intend to accept shall give notice by personal delivery or certified and/or registered mail to the Board of Administration of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Administration may reasonably require. The giving of such notice to the Board of Administration shall constitute an offer by such apartment owner to sell or lease the apartment to the Association or its designee upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the apartment owner who has received such Outside Offer to the Association that such apartment owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Administration may reasonably request. Not later than thirty (30) days after receipt of such notice, together with such further information as may have been requested, the Association or its designee may elect, by sending written notice to such Offeree Unit Owner before the expiration of said thirty (30) day period, by personal delivery or certified and/or registered mail, to purchase or lease such apartment upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

The Association may charge a transfer fee or screening fee in connection with such Outside Offer and/or right of first refusal, which fee shall not be in excess of the charges reasonably required for same, and such charge shall not exceed the maximum amount allowed under the Condominium Act (as it may be amended from time to time).

In the event the Association shall timely elect to purchase such apartment or lease such apartment or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed at the office of the attorneys for the Association, in accordance with the terms of the Outside Offer, within forty-five (45) days after the giving of notice by the Association of its election to accept such offer. If, pursuant to such Outside Offer, the Outside Offeror was to assume or take title to the apartment subject to the Offeree apartment owner's existing mortgage or mortgages, the Association or its designee may purchase the apartment and assume or take title to the apartment subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Apartment Owner shall convey the same to the Association, or to its designee, by statutory warranty deed, with all tax and/or documentary stamps affixed at the expense of such apartment owner, who shall also pay all other taxes arising out of such sale. Title shall be good and marketable and insurable and the Offeree Apartment Owner shall deliver an abstract or provide a title binder (and subsequently, title insurance) at its expense at least thirty (30) days prior to such closing. Real estate taxes, mortgage interest, if any, and Common Expenses shall be apportioned between the Offeree Apartment Owner and the Association, or its designee, as of the closing date.

In the event such apartment is to be leased, the Offeree Apartment Owner shall execute and deliver to the Board or to its designee a lease between the Offeree Apartment Owner, as landlord, and the Association, or its designee, as tenant, covering such apartment for the rental and term contained in such Outside Offer.

In the event the Association or its designee shall fail to accept such offer or, in the case of a lease, such failure to reject the proposed lease as permitted by Article 10.5 (B) hereof, within thirty (30) days after receipt of notice and all additional information requested, as aforesaid, the Offeree Apartment Owner shall be free to accept the Outside Offer within thirty (30) days after (i) notice of refusal is given by the Association, or (ii) the expiration of the period in which the Association or its designee might have accepted such offer, as the case may be. In the event the Offeree Apartment Owner shall not, within such thirty (30) day period, accept, in writing, the Outside Offer or if the Offeree Apartment Owner shall accept the Outside Offer within such thirty (30) day period, but such sale shall not be consummated in accordance with the terms of such Outside Offer or within a reasonable time after the date set for closing thereunder, then, should such Offeree Apartment Owner thereafter elect to sell such apartment the Offeree Apartment Owner shall be required to again comply with all of the terms and provisions of this subsection.

Any deed to an Outside Offeror shall automatically be deemed to provide that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, and all other agreements, documents or instruments affecting the Condominium, as the same may be amended from time to time.

A certificate executed and acknowledged by an officer, which officer has been approved and authorized to sign said certificate by a resolution of the Board of the Association, stating that the provisions of this subsection have been satisfied by an apartment owner, or stating that the right of first refusal contained therein has been duly released or waived by the Association and that, as a result thereof, the rights of the Association thereunder have terminated, shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board shall furnish such certificate upon request to any apartment owner in respect to whom the provisions of such subsection have, in fact, terminated or been waived. The Association may charge a fee in connection with the furnishing of such certificate, which fee shall not be in excess of the charges reasonably required for same, and such charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time).

B. Rental or Lease. An apartment shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld, provided, however, that an apartment owner shall be prohibited from leasing his apartment more than one (1) time per calendar year or for a term of less than one (1) year. The Board shall have the right to require that a substantially uniform form of lease be used. The Board shall have the right to charge a screening fee in the amount of \$100.00, or the maximum amount permitted by law. Further, a prospective lessee shall be required to place a security deposit in the greater of: (i) the maximum

amount permitted by law; or (ii) Five Hundred Dollars (\$500.00); to be held in an escrow account to be maintained by the Association. Said security deposit shall protect against damages to the Common Elements. The lease shall be in the form provided by the Association, and shall include, without limitation, a provision permitting the Association authority and standing to evict any tenant of an apartment owner who is in breach or violation of the lease agreement or this Declaration, the Articles of Incorporation, By-Laws, or the rules and regulations of the Association.

In the event the Board approves a rental or lease, such approval of a lease or rental shall not release the apartment owner from any obligation under this Declaration, and either the lessee or the apartment owner shall have the right to use the facilities and Common Elements to the exclusion of the other party.

C. If the purchaser or lessee is a corporation or other entity other than an individual person, the approval may be conditioned upon the approval by the Association of all occupants of the apartment.

D. In the case of the death of the apartment owner of an apartment, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said apartment; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the apartment, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his apartment to some designated person or persons other than the surviving spouse or members of this family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the apartment, or if under the laws of descent and distribution of the State of Florida the apartment descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board shall, within thirty (30) days of proper evidence or rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individual's so designated as owners of the apartment. If the Board shall consent, ownership of the apartment may be transferred to the person or persons so designated, who shall thereupon become the owner of the apartment, subject to the provisions of this enabling Declaration and By-Laws of the Association. If, however, the Board shall refuse to consent, then the Members shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, for the said apartment at the then fair market value thereof, should the parties fail to agree on the value of such apartment, the same shall be determined by an appraiser appointed by the senior judge of the Circuit Court in and for Broward County, Florida, upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representatives of the deceased owner out of the amount realized from the sale of said apartment. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said apartment within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title

to the apartment; or such person or persons or the legal representative of the deceased owner may sell the said apartment; but such sale shall be subject in all other respects to the provisions of this enabling Declaration and By-Laws of the Association.

E. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

F. The foregoing provisions of this Article 10.5 shall not apply to transfer by an apartment owner to any member of his immediate family (i.e., a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than four (4) persons not so related who maintain a common household in an apartment); or if an apartment is owned by a form of co-ownership, to transfers from one co-owner to the other co-owner.

G. No judicial sale of an apartment or any interest therein shall be valid unless:

(1) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by an officer of the Association, and delivered to the purchaser; or

(2) The sale is a result of public sale with open bidding.

H. Notwithstanding anything contained in this Article 10.5 to the contrary, the Board shall have the right to withhold consent and approval of prospective apartment owners or lessees, to any lease, sale, transfer, conveyance bequest, devise, or otherwise in the event those prospective apartment owners or lessees by being such an apartment owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration or Exhibits hereto.

I. The foregoing provisions of this Article 10.5 shall not apply to a transfer to or a purchase by an Institutional Mortgagee that acquires its title as a result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title; nor shall such provisions apply to a transfer, sale or lease by a "bulk grantee" of an Institutional Mortgagee upon the apartment concerned. A "bulk grantee" is defined as a grantee acquiring three (3) or more apartment from said Institutional Mortgagee. The assignee or successor of a mortgage originally given to an Institutional Mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said Institutional Mortgagee.

II. Article 5 (a) of the Declaration is hereby amended to read as follows:

5. Apartments.

a. By the Association. The Association shall maintain, repair and replace at the Association's expense:

- (1) All common elements and limited common elements except cleaning of the patio area;
- (2) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on its ceiling slabs, load-bearing columns and load-bearing walls;
- (3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained; and
- (4) All incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the Association.
- (5) Notwithstanding anything else set forth elsewhere herein to the contrary the Association will provide ordinary maintenance of the landscaping in the walkway areas related to each apartment, but will not be required to replace or re-landscape any plantings in such walkway areas.

III. Article 5 (b) of the Declaration is hereby amended to read as follows:

b. By the Apartment Owner. The responsibility of the apartment owner for maintenance, repair and replacement shall be as follows:

- (1) To maintain, repair and replace at his own expense all portions of this apartment, (including maintenance of patio areas), except those portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.
- (2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building or any exterior surfaces of any entry doors to his condominium unit.

- (3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
- (A) Notwithstanding anything else set forth herein to the contrary, the apartment owner shall be responsible for all appropriate or required replacement and re-landscaping of all plantings in the walkway areas related to the apartment owner's apartment. Such replacement and re-landscaping, except for annual plantings, shall be subject to approval by the Association in the same manner as an alteration or improvement to an apartment.

IV. Articles 11.4 and 11.5 are hereby added to the Declaration, as follows:

- 11.4 (1) Fines. Each apartment owner and the apartment owner's tenants, guest, and invitees, are governed by, and must comply with, the Declaration, Articles of Incorporation, By-Laws and rules and regulations (collectively, the "Documents"). The Association may levy reasonable fines, not to exceed \$100 per violation, against any apartment owner or any tenant, guest, occupant or invitee who violates the Documents. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000 in the aggregate.
- (2) A fine may not be imposed without reasonable notice to the person sought to be fined and an opportunity for a hearing before a committee of other apartment owners. If the committee, by a majority vote, does not approve the proposed fine, it may not be imposed.
 - (3) The requirements of this Article 11.4 do not apply to the imposition of fines upon any apartment owner because of the failure of the apartment owner to pay assessments or other charges when due.
 - (4) The provisions of this Article 11.4 do not apply to unoccupied apartments.
- 11.5 Towing. The Association may cause any motor vehicle which is improperly parked in an unauthorized area or which is in violation of Article 10.6 above to be towed, at the expense of the apartment owner who owns the vehicle or whose guest or invitee owns the vehicle, in

accordance with applicable law, as set forth in Section 715.07, Florida Statutes, as may be amended from time to time.

All other terms and conditions of said Declaration remain the same and apply to the property described therein except as modified by this First Amendment.

IN WITNESS WHEREOF, Eagle's Nest Townhomes Condominium Association, Inc., a Florida not for profit corporation, has caused this First Amendment to the Declaration to be executed this 30 day of March, 1999.
2000.

Witnesses:

Eagle's Nest Townhomes Condominium Association, Inc., a Florida not for profit corporation

Danuka Hudik
Print Name: Danuka Hudik

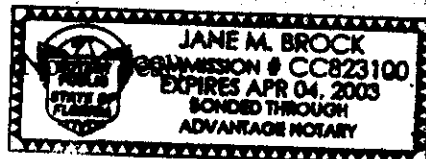
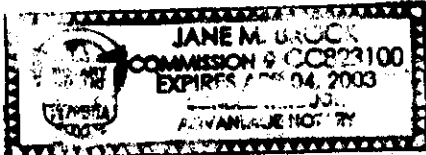
Jane Brock
Print Name: J. Brock

By: [Signature]
John Hudik, President

Attest: [Signature]
Ed Ruiz, Secretary

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

March, 2000 THE FOREGOING INSTRUMENT was acknowledged before me this 30 day of March, 1999, by John Hudik, as President, and Ed Ruiz, as Secretary, of Eagle's Nest Townhomes Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced Florida Driver's Licenses as identification and did take an oath.



Jane M. Brock
Notary Public, State of Florida
Jane M. Brock

Print Name

My commission expires:

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This instrument prepared by and record and return to:
Seymour N. Singer, Esq.
Krongold, Todd & Singer, P.L.
201 Alhambra Circle, Suite 801
Coral Gables, Florida 33134
305-446-3033