

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF PINE RIDGE SOUTH III, A CONDOMINIUM AND THE BY-LAWS OF THE PINE RIDGE SOUTH III CONDOMINIUM ASSOCIATION, INC.

ORB 5993 Pg 934

WHEREAS, the Declaration of Condominium of PINE RIDGE SOUTH III CONDOMINIUM was recorded in Official Record Book 3504, Page 1830, Public Records of Palm Beach County, Florida;

WHEREAS, Article V of the Declaration of Condominium provides that the Declaration of Condominium may be amended by a majority of the voting interests of the entire membership of the Association;

WHEREAS, Article XI, Section 2 of the By-Laws, as amended, provides that the By-Laws may be amended by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than a majority of the voting interests of the entire membership of the Association;

WHEREAS, a meeting of the Board of Directors was held on Feb 21 1989 at which at least two-thirds (2/3) of the entire membership of the Board of Directors did vote to amend the Declaration of Condominium and By-Laws in the particulars as set forth in Exhibits "1" and "2" attached to this Certificate;

WHEREAS, a meeting of the Members of the PINE RIDGE SOUTH III CONDOMINIUM ASSOCIATION, INC. was held on March 7, 1989 at which a majority of the voting interests of the entire membership of the Association did vote to amend the Declaration of Condominium and By-Laws in the particulars as set forth in Exhibits "1" and "2" attached to this Certificate;

NOW, THEREFORE, the Declaration of Condominium and By-Laws be and are hereby amended in the particulars as stated in Exhibits "1" and "2" attached hereto; the amendments shall run with the real property constituting PINE RIDGE SOUTH III CONDOMINIUM, and shall be binding on all parties having any right, title, or interest in the said real properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and occupant thereof; and except as otherwise amended hereby, the Declaration of Condominium and By-Laws shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the attached Amendments were duly adopted as Amendments to the Declaration of Condominium for PINE RIDGE SOUTH III CONDOMINIUM by amending the above-mentioned Declaration and By-Laws of the ASSOCIATION; and the required percentage of Owners votes and Board votes at meetings with quorums present, did approve same.

DATED this 9 day of March, 1989.

WITNESSES:

PINE RIDGE SOUTH III CONDOMINIUM ASSOCIATION, INC.

Handwritten signature

by: *George F. Finlay*
PRESIDENT:

Handwritten signature

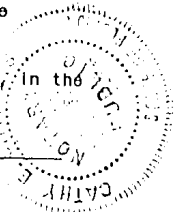
attest: *Benjamin Alasberg*
SECRETARY:

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 9th day of March, 1989, before me personally appeared *George F. Finlay* President and *Benjamin Alasberg* Secretary of the PINE RIDGE SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit Corporation, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at *Palm Bch Gardens* County of Palm Beach, State of Florida, the day and year last aforesaid.

Cathy E. Lennin
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: 12/03/90



A:PRS3700

THIS INSTRUMENT PREPARED BY:
LEVINE AND FRANK, P.A.
3300 PGA Boulevard, Suite 800
Palm Beach Gardens, FL 33410

EXHIBIT "1"

**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
PINE RIDGE SOUTH III, A CONDOMINIUM**

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.

1. New Sections 15, 16 and 17 shall be added to Article I of the Declaration, which shall provide as follows:

"Definitions of terms used herein are as follows:

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15. "ACT" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L.100-430, approved September 13, 1988; 102 STAT.1619).

16. "ADMINISTRATIVE RULES" shall mean and refer to the administrative rules promulgated by the Secretary of the Housing and Urban Development, which are scheduled to become (or are) effective on or before March 12, 1989.

17. "EXEMPTION THREE" shall mean and refer to the exemption for housing for older persons (55 or over housing) as is provided for in Section 807(b)(2)(C) of the ACT."

2. The first sentence of the second un-numbered paragraph of Article V of the Declaration shall be amended to provide as follows:

"No amendment shall operate to unlawfully discriminate against any unit owner nor against any condominium unit or class or group of condominium units ~~unless the unit owners so affected shall consent;....~~"

3. The following Section (A) shall be added to the end of Article V of the Declaration, which shall provide as follows:

"V

METHOD OF AMENDMENT OF DECLARATION

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A. Special Provision Concerning the ACT and ADMINISTRATIVE RULES. Notwithstanding any other provision in this Declaration to the contrary, the following shall apply: Upon the vote of a majority of the full Board of Directors and the vote of two-thirds of the voting interests of the members in attendance in person and by proxy at an Owners' meeting, any one or more of the following amendments to the Declaration may be approved and become effective:

- (1) Any amendment which is necessary to enable the Community to attain or retain EXEMPTION THREE of the ACT.
- (2) Any amendment which is necessary to refine those amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
- (3) Any amendment which is necessary to delete any or all amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.

- (4) Any amendment which may be required due to regulations adopted from time to time by the Federal National Mortgage Association (FNMA).
4. A new paragraph shall be added to the end of Article VII, Section H of the Declaration of Condominium, which shall provide as follows:

"H. MORTGAGED UNITS:

(1) Proviso. Nothing in this Article VII, Section H shall permit any Unit to be occupied such that the occupancy fails to comply with the requirements of and violates Article XVI of this Declaration of Condominium."

5. A new Article XVI shall be added to the Declaration, which shall provide as follows:

"ARTICLE XVI

MINIMUM AGES FOR OCCUPANCY AND OCCUPANCY RESTRICTIONS
UNDER THE FAIR HOUSING AMENDMENTS ACT OF 1988

16.1 MINIMUM AGES FOR OCCUPANCY.

16.1.1 Permanent occupancy of a Unit shall be restricted as follows, provided that the restrictions contained in the remaining provisions of this Article XVI are met:

- (A) The minimum age for permanent occupancy of a Unit is as provided in Article VII, Section D, as amended in 1985.

16.1.2 The foregoing occupancy restrictions shall not:

- (A) Prohibit the occupants of a Unit from entertaining guests of any age, who may visit a Unit, subject to the temporary occupancy - guest/visitation restrictions contained elsewhere in this Declaration or in the Articles of Incorporation, By-Laws and/or Rules and Regulations of the Association; nor
- (B) Permit occupancy which is otherwise prohibited by other provisions of this Declaration (especially Section 16.3 below), the Articles of Incorporation, By-Laws and/or Rules and Regulations of the Association.

16.2 STATEMENT OF INTENT. It is hereby declared by this Community that the Community desires and intends to provide housing for older persons, as defined in the ACT and the ADMINISTRATIVE RULES. It is more specifically the desire and intention of this Community to meet the exemption for housing for older persons as is provided for in EXEMPTION THREE (55 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern. Furthermore, in addition to these amendments, the Association shall do whatever is required by the ACT and ADMINISTRATIVE RULES to publish its intention to and adhere to policies and procedures which demonstrate an intent to provide housing for persons 55 years of age or older.

16.3 OCCUPANCY BY OLDER PERSONS - 55 OR OVER HOUSING.

16.3.1 Except for persons who are grandfathered-in as provided for in Section 16.5, and except for persons referred to in Section 16.3.2(B) below, no Unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the Unit who has attained the age of 55 years.

- (A) This occupancy requirement, if met, shall not be construed to permit occupancy by persons of an age otherwise prohibited by Section 16.1 above.

16.3.2 Exceptions to Section 16.3.1: Future Occupancies.

- (A) This occupancy requirement shall not preclude temporary occupancy by guests as may be permitted elsewhere under this Declaration, Articles of Incorporation, By-Laws or Rules and Regulations of the Association or which is permitted under the ACT or ADMINISTRATIVE RULES.
- (B) This occupancy requirement shall not preclude the following occupancy: If a spouse who is at least 55 years of age dies and is survived by the spouse who is under 55 years of age, the surviving spouse may still occupy a Unit in the COMMUNITY, notwithstanding the fact that he or she has not attained the age of 55 years.
- (C) This occupancy requirement shall also not prohibit occupancy by persons who obtain ownership of a Unit by devise or inheritance.
- (D) This occupancy requirement shall not preclude the occupancy by any person who owned record title to a Unit as of the Effective Date of this Amendment, and who may not have attained the age of 55 years. This exception shall only apply to permit occupancy of the Unit owned by the person on the Effective Date of this Amendment.

16.3.3 Every Owner and lessee shall be deemed to have a contract with the Association to ensure that the occupancy requirement in this Section 16.3 is met at all times. Even though this occupancy requirement is a contract between the Association and the Owner or lessee, as applicable, this Article XVI shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that his/her lessee(s) comply with this occupancy requirement.

16.4 REMEDIES FOR NON-COMPLIANCE. The Association concurrently shall have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in this Declaration or in the By-Laws, or by law:

16.4.1 Lease of a Unit.

- (A) In the event of a lease of a Unit, and the occupancy and other requirements of this Article XVI are not met, the Association shall be entitled to file for and obtain an injunction order against the Owner of the Unit and the lessee(s) and/or other occupants in the Unit, removing the unauthorized lessee(s) and/or other unauthorized occupants.
- (B) The Association shall also be entitled to evict the lessee(s) and other occupants in the Unit, as agent for the Owner(s). This right of eviction by the Association shall apply only:
 - (1) After the expiration of fifteen (15) days from the date on which the Association mails notice to the Owner(s) by certified mail, return receipt requested or provides notice by hand delivery; and
 - (2) Provided that the Owner(s) fail(s) to commence eviction proceedings on his/her/their own and fails to so notify the Association, within the fifteen (15) day period.
- (C) The lease shall specify, and if it fails to so specify, the lease shall be deemed to specify that the lessee(s) and all other occupants shall abide by this Declaration, Articles of Incorporation and By-Laws, and Rules and Regulations of the Association; and shall specify that the Association has the remedies provided for in this Section 16.4.1. Costs and attorneys' fees incurred by the Association in connection with the exercise of its remedies under this Section 16.4.1, provided that the Association prevails, shall be the responsibility of the Owner(s) of the Unit, and shall to the extent awarded by a Court under Chapter 83, Florida Statutes, shall also be the responsibility of the lessee(s).

16.4.2 Other Occupancies (other than Leases). In the event of an existing ownership; or in the event of a sale, gift, or other transfer of title; and the occupancy requirements of this Section 16 are not met, the Association shall be entitled to file for and obtain an Injunction order against the Owner(s) of the Unit and all occupants in the Unit, removing the unauthorized occupants (including the Owner(s)). In that event, if the Association prevails, the Owner(s) shall be responsible for costs and attorneys' fees incurred by the Association in connection with its enforcement of this Section 16.

16.4.3 Proof of Age. Should any person fail or refuse to provide Proof of Age as required under Section 16.7 below, the Association shall be entitled to file for and obtain an Injunction order against the person involved, removing the person from the COMMUNITY.

16.5 GRANDFATHER PROVISIONS. Section 16.3 above shall not apply to the following persons, who shall be grandfathered-in (that is, obtain grandfather status) and be permitted to occupy their Unit, even though under the age of 55 years, provided that they meet the requirements for occupancy under Section 16.1 above and they register with the Association as provided for in Section 16.6 below:

16.5.1 Leases. Any lessee(s) and other occupants of a Unit under a valid written lease, provided that the lease was fully executed prior to the Effective Date of this Amendment, shall obtain grandfather status. This grandfather status applies only with respect to the Unit being occupied at that time and shall not apply to the occupancy of any other Unit. The grandfather status for the lessee(s) and other occupants shall apply for the duration of the lease, and not to a renewal or extension of a lease unless permitted under Subsection (A) below.

(A) The lease may not be renewed or extended unless either of the following two (2) conditions are met:

- (1) The Intended occupancy complies with the occupancy requirements of Section 16.3 above; or
- (2) The lessee(s) and/or other occupants were occupying the Unit under the lease on September 13, 1988.

16.5.2 Other Occupancies (Other Than Leases).

(A) OCCUPANCY ON SEPTEMBER 13, 1988: Any Owner(s) and any persons not mentioned in Section 16.5.1 above, who WERE validly occupying a Unit as a residence on September 13, 1988, shall obtain grandfather status. This grandfather status applies only with respect to the Unit being occupied at that time and shall not apply to permit occupancy of any other Unit.

(B) OCCUPANCY AS OF THE EFFECTIVE DATE: Any Owner(s) and any persons not mentioned in Section 16.5.1 next above, who ARE validly occupying a Unit as a residence as of the Effective Date of this Amendment, shall obtain grandfather status. This grandfather status applies only with respect to the Unit being occupied at that time and shall not apply to permit occupancy of any other Unit.

16.6 REGISTRATION REQUIRED.

16.6.1 All Owners, lessees and occupants must register with the Association on or before the 60th day after the Effective Date of this Article XVI, by delivery of the Items referred to below. Furthermore, no person shall attain grandfather status under Section 16.5 above unless the person registers with the Association on or before the 60th day after the Effective Date of this Article XVI, by delivery of the Items referred to below. These Items are as follows:

- (A) A fully completed and signed registration form to be prepared by the Association; and

- (B) Documentation demonstrating proof of age as provided for in Section 16.7 below; and
- (C) In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Association).

The Association shall mail/deliver a registration form within fifteen (15) days of the Effective Date of this Amendment to all Owners, as their names appear on the books and records of the Association. It shall be the responsibility of the particular Owner, not the Association, to provide the lessee(s) and/or other occupants in the Unit with the registration form for the lessee(s)/occupant(s) to complete and return to the Association.

- 16.6.2 Even though a person under the age of 55 years is given grandfather status, this shall not entitle the permanent occupancy in the Unit by any other person unless:
- (A) That other person is 55 years of age or older; or
- (B) That other person is also accorded grandfather status under Section 16.5 above.

16.7 PROOF OF AGE.

- 16.7.1 AS OF EFFECTIVE DATE: All Owner(s) and all non-Owners occupying the Units as of the Effective Date of this Amendment; and all persons referred to in Section 16.5 above, shall deliver to the Association, documentation demonstrating proof of age, to include birth certificate and/or any other documentation required by the Association. This applies regardless of the age of the persons or whether they seek grandfather status under Section 16.5 above.
- 16.7.2 BEGINNING WITH THE EFFECTIVE DATE: All Owner(s) who obtain record title beginning with the Effective Date of this Amendment and all persons who permanently occupy the Units beginning with the Effective Date of this Amendment shall, prior to the obtaining record title and/or taking permanent occupancy and/or (if required by the Declaration) as part of the approval process deliver to the Association, documentation demonstrating proof of age as provided for in this Section 16.7.

16.8 NON-OCCUPANCY STATUS. Each Owner or lessee, as applicable, shall notify the Association of any periods of time during which the Unit becomes unoccupied. As used in this Section 16.8, "unoccupied" is defined to mean any intended absence of all permanent residents of the Unit, for a period of in excess of thirty (30) days. It is understood that this is a necessary requirement because the ADMINISTRATIVE RULES require record keeping of occupied and unoccupied Units. The Association shall be authorized to adopt a form for use in connection with the reporting under this Section 16.8.

16.9 EFFECTIVE DATES.

- 16.9.1 Section 16.1 refers to an Amendment to the Declaration of Condominium recorded on July 25, 1985. Accordingly, the Effective Date of Section 16.1 above is July 25, 1985.
- 16.9.2 Sections 16.2 through 16.8 above are new provisions and as such, have an Effective Date which is the date on which this Amendment is recorded in the Public Records of Palm Beach County, Florida."

NOTICE REGARDING EFFECTIVE DATE: All Amendments are effective when recorded in the Public Records of Palm Beach County, Florida, unless a later effective date is stated in a particular amendment.

Except as otherwise amended hereby, the Declaration of Condominium shall remain unchanged and in full force and effect.

A:PRS3703-707

AMENDMENTS TO THE BY-LAWS OF THE
PINE RIDGE SOUTH III CONDOMINIUM ASSOCIATION, INC.

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. Article II, Section 5(a) shall be amended to provide as follows, and a new Section 5(k) shall be added to Article II of the By-Laws, which shall provide as follows:

"Section 5. Powers. The property and business of the corporation shall be managed by the Board of Directors which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to, the following

- (a) to levy upon the members ~~monthly~~ quarterly and other assessments, payable in advance. The Board of ~~Directors~~ may increase the ~~monthly~~ quarterly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in ARTICLE VII, Section 3, of these By-Laws;

- (k) to contract for and maintain and implement facilities and services which the Board in its discretion deems necessary for this Community to qualify for EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES."

2. Article III, Section 9 of the By-Laws shall be deleted in its entirety (as covered in the proposed Amendment to the Articles of Incorporation), as follows:

~~"Section 9. Indemnification of Corporate Officers. Every director and officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees (Lower Courts and Appellate Courts), reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the corporation, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred except in such cases wherein the director or officer is adjudged guilty of gross negligence or willful misconduct in the performance of his duties provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled."~~

3. Article VII, Section 3 of the By-Laws shall be amended to provide as follows:

"Section 3. Assessments. The Board of Directors of the corporation shall, from time to time, ~~no less frequently than quarterly,~~ fix and determine the sum or sums necessary and adequate for the continued operation of the condominium. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance, and other operating expenses, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association or

under the provisions of the Declaration of Condominium to which these By-Laws are attached. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units. This ratio of assessment shall be in the amounts as set forth in the Declaration of Condominium. Said assessments shall be payable monthly quarterly in advance on January 1, April 1, July 1, and October 1, of each year. ~~as ordered by the Board of Directors.~~ In addition to said assessments, the Board of Directors is empowered to levy Special assessments for proper common expenses. ~~should such be required shall be levied and paid in the same manner as hereinbefore provided for regular assessments.~~ Special Assessment(s) shall be due and payable at the time(s) and in the manner that the Board may require, but in no event earlier than twenty (20) days from the date that the Board of Directors mails the notification of the Special Assessment(s) to the Owners as required by the Condominium Act. The owner agrees to pay promptly when due the monthly quarterly and all special assessments assessed against his own condominium unit. No member shall be personally liable for any debts of the corporation whatsoever."

4. A new Section 5.B shall be added to Article VII of the By-Laws, which shall provide as follows:

"(B) Common Expenses of the Association shall also be deemed to include the following: Those expenditures made by the Board of Directors necessary in its discretion to implement and provide "facilities and services" referred to under EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES. These expenditures shall be deemed to be proper common expenses under Section 718.115(1), Florida Statutes (1988)."

5. The first sentence of Article XI, Section 4 of the By-Laws shall be amended to provide as follows:

"Section 4. Proviso: No amendment shall operate to unlawfully discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent;...."

6. A new Section 5 shall be added to Article XI of the By-Laws, which shall provide as follows:

"Section 5. Special Provision Concerning the ACT and ADMINISTRATIVE RULES. Notwithstanding any other provision in these By-Laws to the contrary, the following shall apply: Upon the vote of a majority of the full Board of Directors and the vote of two-thirds of the voting interests of the members in attendance in person and by proxy at an Owners' meeting, any one or more of the following amendments to the By-Laws may be approved and become effective:

- (A) Any amendment which is necessary to enable the Community to attain or retain EXEMPTION THREE of the ACT.
- (B) Any amendment which is necessary to refine those amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
- (C) Any amendment which is necessary to delete any or all amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
- (D) Any amendment which may be required due to regulations adopted from time to time by the Federal National Mortgage Association (FNMA).

NOTICE REGARDING EFFECTIVE DATE: All Amendments are effective when recorded in the Public Records of Palm Beach County, Florida, unless a different effective date is stated in a particular amendment.

Except as amended herein, the By-Laws shall remain unchanged and in full force and effect.

A:PRS3708-709