BECKER & POLIAKOFF

Emerald Lake Corporate Park
3111 Stirling Road
Fort Lauderdale, Florida 33312-6525
Phone: (954) 987-7550 Fax: (954) 985-4176

Mailing Address:
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Ft. Lauderdale, FL 33310-9057

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3111 STIRLING ROAD
FORT LAUDERDALE, FL 33312
954.987.7550

WWW.BECKER-POLIAKOFF.COM
BP@BECKER-POLIAKOFF.COM

August 10, 2009

Reply To:
Fort Lauderdale
Lisa A. Magill, Esq.
Direct dial: (954) 965-5053
LMagill@becker-poliakoff.com

Villas at Bonaventure Tract 37 North Condominium Association, Inc.
c/o A. Fiore, West Broward Community Management
PO Box 561390
Davie, FL 33355

AUG 12 2009

Re: Recorded Certificate of Amendment

Dear Board of Directors:

Enclosed herewith please find the original recorded Certificate of Amendment to your Declaration of Condominium. Please be sure to file this document in a safe place within the permanent records of the Association.

Should you have any questions with regard to the enclosed, please do not hesitate to contact me.

Very truly yours,

Lisa A. Magill
For the Firm

LAM/wk
Enclosure

ACTIVE: 2661419_1

INSTR # 108783633
OR BK 46440 Pages 1527 - 1528
RECORDED 08/10/09 12:55:04
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1924
#1, 2 Pages

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

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF VILLAS AT BONAVENTURE IN TRACT 37 NORTH, A CONDOMINIUM

I HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium for Villas at Bonaventure in Tract 37 North, a Condominium, originally recorded in Official Records Book 9020 at Page 1 of the Public Records of Broward County, Florida, was duly adopted and approved by an affirmative vote of not less than three-fourths of the total vote of members at a meeting held June 21, 2009.

IN WITNESS WHEREOF, we have affixed our hands this 6th day of August, 2009, at Fort Lauderdale, Broward County, Florida.

WITNESSES

Sign _____

Print MINDY LISA

Sign _____

Print Carl Brewer

VILLAS AT BONAVENTURE TRACT 37 NORTH CONDOMINIUM ASSOCIATION, INC.

By: _____
Ilisa Kiel, President
278 Fairway Circle, #78
Weston, FL 33326

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of August 2009, by Ilisa Kiel, as President of Villas at Bonaventure Tract 37 North Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known ✓ OR
Produced Identification _____

_____
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

Sign _____
Print ANGELA FIORE
My Commission expires:

ANGELA FIORE
MY COMMISSION # DD 890860
EXPIRES: September 16, 2013
Bonded Thru Notary Public Underwriters

ACTIVE: 2648383_1

AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR VILLAS AT BONAVENTURE IN TRACT 37 NORTH, A CONDOMINIUM

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

1. Proposed amendment to Article XV, of the Declaration of Condominium entitled "Parking" to read as follows:

~~As each unit is purchased, developer shall assign to the purchaser a specified parking space within the parking designated areas, it being understood that each~~ Each unit shall always be entitled to at least one assigned parking space. The assigned space shall ~~thereupon~~ be considered a limited common element appurtenant to the unit. Such assigned parking space may not thereafter be separately conveyed, hypothecated, transferred, encumbered, or otherwise dealt with separately; it being understood that the right to use said space shall pass only with title to the unit.

There ~~shall be~~ are parking areas included within the property ~~which will have parking spaces which~~ that have not been assigned. These unassigned spaces are common elements and shall be subject to the common use and benefit of owners, their guests, and invitees, subject, however, to Rules and Regulations adopted by the Board of Directors from time to time.

~~Developer, so long as it has units for sale, shall have the right to use a portion of the common elements and property for parking for prospective unit purchasers and such other parties as developer reasonably determines.~~

~~Developer has provided various areas within the property which are presently landscaped. Some of these areas are capable of being converted to parking areas. If the future needs of the condominium require additional parking areas, corporation, at the expense of owners, shall be permitted to convert these landscaped areas into additional parking areas, subject to compliance with all applicable building and zoning codes.~~

All vehicles of Owners, members of his/her family, his/her social guests, lessees and servicemen or suppliers must, at all times, be parked either in the driveway of the Unit or in a guest parking space. No vehicles may be parked on the streets or lawns of the Property.

No truck or commercial vehicle shall be parked overnight on a driveway or in a guest parking space of the Property. No trucks, commercial vehicles, motorcycles, campers, recreation vehicles, motor homes, house or boat trailers, trailers or boats may be parked or stored on the Property overnight. Vehicles marketed as sport utility vehicles, that do not contain commercial markings, are permitted. Classification of the foregoing shall be by newspaper advertisements.

Temporary parking during business hours of commercial vehicles for services or deliveries is permitted. Overnight parking of such vehicles is prohibited. Any vehicle containing any commercial signage or commercial markings shall be deemed a commercial vehicle for purposes of this provision.

No unlicensed or inoperative vehicle may remain on the property in excess of twenty-four (24) hours. Repairs and maintenance of vehicles is prohibited on the condominium property.

A vehicle parked more than thirty (30) days at the condominium will be considered a permanent vehicle and must be registered with the Association.

Washing and waxing of vehicles is limited to vehicles registered with the Association. Such activity must be performed on the driveway of the unit that belongs to the vehicle owner.

Any and all vehicles that are parked in violation of any of these provisions, illegally parked vehicles and any and all prohibited vehicles shall be towed away from the condominium at the owner's expense.

ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF VILLAS AT BONAVENTURE IN TRACT 37 NORTH, A CONDOMINIUM

1. Article II(35) of the Declaration will be amended to read as follows:

> Owner or Unit Owner means that person ~~or entity (including developer)~~ who holds title to a parcel.

2. Article X(A)(6) of the Declaration will be amended to read as follows:

> 6. The subleasing of a unit is prohibited. ~~shall be subject to the same limitations as are applicable to the leasing thereof.~~ Corporation shall have the right to require that a substantially uniform form of lease ~~or sublease~~ be used, or, in the alternative, the board's approval of the lease ~~or sublease~~ form to be used, shall be required. After approval, units may be leased ~~or subleased~~, provided the occupancy is only by the lessee, his family, and guests. No individual rooms may be leased ~~or subleased~~ and no transient tenants may be accommodated.

3. Article X(A)(7) of the Declaration will be amended to read as follows:

> 7. Beginning with the date of the recording of this amendment, no apartment may be sold to a corporation, partnership, or other business entity which has as a partner or stockholder a corporation or partnership or other business entity, with the sole exception that the Association may take title to a unit pursuant to the Governing Documents of the Condominium and the Association. ~~Where a corporate entity is an owner, it may designate the occupants of the unit for such periods of time as it desires without compliance with the provisions of this article. The foregoing shall not be deemed an assignment or subleasing of a unit.~~

4. Article X(A)(8) of the Declaration will be deleted in its entirety:

> 8. ~~Corporation shall have the right to require that sales of parcels be effected by a form of warranty deed to be supplied by corporation.~~

5. A new Paragraph (8) will be added to Article X(A) of the Declaration as follows:

> A unit may be leased only once during each calendar year. The term of said lease cannot exceed three (3) months.

New language underlined
~~Strikeout language to be deleted~~

FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS

78-176947

WHEREAS, CITY NATIONAL BANK OF MIAMI, as Trustee, under Land Trust No. 5154-1 ("DECLARANT") did execute under date of February 26, 1975, that certain Declaration of Restrictions appearing among the Public Records of Broward County, Florida, in Official Records Book 6123, at Page 26, and did amend said Declaration of Restrictions four times with Amendments which are recorded in Official Records Book 6328, Page 685; 6377, Page 343; 6725, Page 616; and 7293, Page 952; respectively; and

WHEREAS, the property affected by the above described Restrictions is now commonly known as BONAVENTURE; and

WHEREAS, said Declaration of Restrictions prohibits certain activity without the prior written approval of the DECLARANT, and imposes certain standards for development of the land and procedures for enforcement of violations of such standards; and

WHEREAS, the DECLARANT wishes to nominate and appoint an architectural control committee to assume the duties and responsibilities of the DECLARANT with respect to the granting or denial of such approvals, and the enforcement of such standards;

NOW, THEREFORE, DECLARANT does by these presents now declare and publish this Fifth Amendment to Declaration of Restrictions for the purpose aforesaid;

1. There is hereby created an architectural control committee and said architectural control committee is hereby vested with the duties and responsibilities of DECLARANT with respect to the granting or denying of approvals required pursuant to Paragraphs 2.14, 2.17, 2.19 and 2.20 of the said Declaration of Restrictions, and the duties, responsibilities, rights, privileges and obligations of the DECLARANT pursuant to Paragraphs 2.21, 2.22 and 2.23 thereof, and to the rights, privileges and obligations of the DECLARANT pursuant to Paragraphs 4.1, 4.3, 4.5 and 4.6 of the said Declaration of Restrictions.

2. DECLARANT does hereby nominate, constitute and appoint Herbert Sadkin, Sheldon Kay and W. Phil McConaghey to serve as members of the architectural control committee. DECLARANT reserves the right to change the persons serving on such committee by filing an instrument among the Public Records of Broward County indicating such change. The written determination, approval, waiver or notice signed by any one of the persons serving on the architectural control committee shall be sufficient to evidence the determination, waiver and/or approval of the committee and shall bind the committee and the DECLARANT.

THIS INSTRUMENT PREPARED BY:
PHYLLIS SHAMPANIER, ATTORNEY AT LAW
Meyer, Weiss, Rose, Arkin,
Sheppard & Shockett, P.A.
407 Lincoln Road
Miami Beach, Florida 33139

85

RETURN TO:
BRUCE B. LITWER, ESQ.
200 Country Club Road
Fort Lauderdale, Fla. 33326

ADOPTED AMENDMENTS TO
THE BY-LAWS OF
THE VILLAS AT BONAVENTURE IN TRACT 37 NORTH
CONDOMINIUM ASSOCIATION, INC.

1. Article XVIII, Section (4)(m) of the By-Laws will be amended to read as follows:

(a) An owner shall occupy and use his unit as a single-family private dwelling, for himself and his Immediate Family, ~~the members of his family, his social guests, lessees,~~ and for no other purpose. "Immediate Family" shall be defined as the spouse of an owner; and the mother, father, sister or brother, or children of the owner. No other relative shall be considered immediate family. Because a corporation cannot occupy an apartment, beginning with the date of recording of this amendment language, no apartment may be sold to a corporation, partnership, or other business entity which has as a partner or stockholder a corporation or partnership or other business entity, with the sole exception that the Association may take title to a unit pursuant to the Governing Documents of the Condominium and the Association.

2. Article XVIII, Section 4(a) of the By-Laws will be amended to read as follows:

(m) An Owner may keep a household pet on the Property so long as such pet does not constitute a nuisance or interfere with the quiet enjoyment of the Property by other Owners. Each unit owner is allowed only one (1) pet and said pet must weigh less than twenty-two (22) pounds. Renters are not allowed to have pets.

3. Paragraph (y) shall be added to Article XVIII, Section 4 of the By-Laws and it shall read as follows:

A two (2) bedroom unit shall not be occupied by more than five (5) persons. A three (3) bedroom unit shall not be occupied by more than seven (7) persons.

New language underlined
~~Strikeout language to be deleted~~

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

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I HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium for Villas at Bonaventure in Tract 37 North, a Condominium, originally recorded in Official Records Book 9020 at Page 1 of the Public Records of Broward County, Florida, was duly adopted and approved by an affirmative vote of not less than three-fourths of the total vote of members at a meeting held June 11, 2009.

IN WITNESS WHEREOF, we have affixed our hands this 6th day of August, 2009, at Fort Lauderdale, Broward County, Florida.

WITNESSES

Sign _____

Print MINDY LISA

Sign Carl Brewer

Print Carl Brewer

VILLAS AT BONAVENTURE TRACT 37 NORTH CONDOMINIUM ASSOCIATION, INC.

By: _____
Ilisa Kiel, President
278 Fairway Circle, #78
Weston, FL 33326

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of August 2009, by Ilisa Kiel, as President of Villas at Bonaventure Tract 37 North Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known ✓ OR
Produced Identification _____

_____
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

Sign _____
Print ANGELA FIORE
My Commission expires:

ANGELA FIORE
MY COMMISSION # DD 890860
EXPIRES: September 16, 2013
Bonded Thru Notary Public Underwriters

ACTIVE: 2648383_1

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~~Developer has provided various areas within the property which are presently landscaped. Some of these areas are capable of being converted to parking areas. If the future needs of the condominium require additional parking areas, corporation, at the expense of owners, shall be permitted to convert these landscaped areas into additional parking areas, subject to compliance with all applicable building and zoning codes.~~

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Any and all vehicles that are parked in violation of any of these provisions, illegally parked vehicles and any and all prohibited vehicles shall be towed away from the condominium at the owner's expense.

EXHIBIT "G" TO THE

DECLARATION OF CONDOMINIUM OF

THE VILLAS AT BONAVENTURE IN TRACT 37 NORTH, A CONDOMINIUM

BY-LAWS OF CONDOMINIUM ASSOCIATION

YOUNG, STERN & TANNENBAUM, P.A.
NORTH MIAMI BEACH

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3. Article X(A)(7) of the Declaration will be amended to read as follows:

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4. Article X(A)(8) of the Declaration will be deleted in its entirety:

> 8. ~~Corporation shall have the right to require that sales of parcels be effected by a form of warranty deed to be supplied by corporation.~~

5. A new Paragraph (8) will be added to Article X(A) of the Declaration as follows:

> A unit may be leased only once during each calendar year. The term of said lease cannot exceed three (3) months.

New language underlined
~~Strikeout language to be deleted~~

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THE BY-LAWS OF
THE VILLAS AT BONAVENTURE IN TRACT 37 NORTH
CONDOMINIUM ASSOCIATION, INC.

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New language underlined
~~Strikeout language to be deleted~~

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM FOR VILLAS AT BONAVENTURE IN TRACT 37 NORTH, A CONDOMINIUM

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

1. ***Proposed amendments to Article X, Sections A.2. and A.3., of the Declaration of Condominium entitled "Provisions Relating to Sale, Rental, Alienation, or Mortgaging of Parcels" to read as follows:***

2. Should an owner wish to sell or lease his parcel, he shall, before accepting any offer to purchase or lease his parcel, deliver to the board and management firm a written notice containing the terms of the offer he wishes to accept, the name and address of the person to whom the proposed sale or lease is to be made, two bank references and three individual references (local, if possible), a screening fee, and such other information (to be requested within five days from receipt of such notice) as may be required by the board. Said application may contain a demand to purchase the unit or designate a substitute purchaser if the Association rejects the transaction without "good cause". The board is authorized to waive any and all of the above listed information. No offer to sell or purchase shall be made or accepted, no offer to sell or purchase shall be deemed bona fide, and no Notice to the Association of an offer to sell or purchase shall be made or accepted, unless the offer is accompanied by a down payment of not less than ten percent (10%) of the sales or purchase price. The source of the down payment cannot originate or come from any bank, insurance company, mortgage broker, lending institution, real estate company, governmental agency, seller or any other person or entity in the business of lending money or real estate. The down payment must be unrestricted and unconditional, no person or entity shall have any right or recourse against the purchaser to recover or recoup all or any portion of the down payment and no property, whether real, personal or intangible, shall serve as security or collateral for the repayment of all or any portion of the down payment. Under no circumstances shall the outstanding indebtedness for the purchase of an Apartment exceed ninety percent (90%) of the purchase price. Any offer to sell or purchase that does not comply with this provision shall be void ab initio and shall be deemed a failure of the proposed purchaser or transferee to facially qualify for membership in the Association and the transfer shall not be made. If the proposed sale or other transfer is completed in violation of this provision, then, in addition, the purchaser or transferee shall not be entitled to occupy the Apartment.

3. The board, within ~~ten~~ thirty (30) days after receiving such notice and such supplemental information as is required, shall either consent or object to the transaction specified in said notice, or, should the application so demand, by written notice to be delivered to the owner's unit (or mailed to the place designated by the owner in his notice), designate corporation or management firm or any other person satisfactory to the board, who is willing to purchase or lease upon the same terms as those specified in the owner's notice.

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

INSTR # 101863042
OR BK 33070 Pages 466 - 467
RECORDED 04/30/02 11:08:17
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1058
#1

APR 1 8 2002

CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF VILLAS AT BONAVENTURE IN TRACT 37 NORTH, A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached Amendments to the Declaration of Condominium of Villas at Bonaventure in Tract 37 North, a Condominium, said Declaration having been recorded in Official Records Book 9020 at Page 2 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the governing documents of the Association, at a meeting held April 9, 2002.

IN WITNESS WHEREOF, we have affixed our hands this 24 day of April, 2002, at Fort Lauderdale, Broward County, Florida.

WITNESSES

Sign Robert Goldsmith
Print Robert Goldsmith
Sign Jack Feinstein
Print JACK FEINSTEIN

VILLAS AT BONAVENTURE TRACT 37 NORTH CONDOMINIUM ASSOCIATION, INC.

By: Edward O'Mara
EDWARD O'MARA, President
Address: 274 FAIRWAY CIRCLE
WESTON, FL 33326

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24 day of April, 2002, by Edward O'Mara as President of Villas at Bonaventure Tract 37 North Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known ✓ OR
Produced Identification ___

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA
sign Angela Fiore
print ANGELA FIORE
My Commission expires:

OFFICIAL NOTARY SEAL
ANGELA FIORE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD053275
MY COMMISSION EXP. SEPT 16,2005

707486_1.DOC

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM FOR VILLAS AT BONAVENTURE IN TRACT 37 NORTH, A CONDOMINIUM

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

1. ***Proposed amendments to Article X, Sections A.2. and A.3., of the Declaration of Condominium entitled "Provisions Relating to Sale, Rental, Alienation, or Mortgaging of Parcels" to read as follows:***

2. Should an owner wish to sell or lease his parcel, he shall, before accepting any offer to purchase or lease his parcel, deliver to the board and management firm a written notice containing the terms of the offer he wishes to accept, the name and address of the person to whom the proposed sale or lease is to be made, two bank references and three individual references (local, if possible), a screening fee, and such other information (to be requested within five days from receipt of such notice) as may be required by the board. Said application may contain a demand to purchase the unit or designate a substitute purchaser if the Association rejects the transaction without "good cause". The board is authorized to waive any and all of the above listed information. No offer to sell or purchase shall be made or accepted, no offer to sell or purchase shall be deemed bona fide, and no Notice to the Association of an offer to sell or purchase shall be made or accepted, unless the offer is accompanied by a down payment of not less than ten percent (10%) of the sales or purchase price. The source of the down payment cannot originate or come from any bank, insurance company, mortgage broker, lending institution, real estate company, governmental agency, seller or any other person or entity in the business of lending money or real estate. The down payment must be unrestricted and unconditional, no person or entity shall have any right or recourse against the purchaser to recover or recoup all or any portion of the down payment and no property, whether real, personal or intangible, shall serve as security or collateral for the repayment of all or any portion of the down payment. Under no circumstances shall the outstanding indebtedness for the purchase of an Apartment exceed ninety percent (90%) of the purchase price. Any offer to sell or purchase that does not comply with this provision shall be void ab initio and shall be deemed a failure of the proposed purchaser or transferee to facially qualify for membership in the Association and the transfer shall not be made. If the proposed sale or other transfer is completed in violation of this provision, then, in addition, the purchaser or transferee shall not be entitled to occupy the Apartment.

3. The board, within ~~ten~~ thirty (30) days after receiving such notice and such supplemental information as is required, shall either consent or object to the transaction specified in said notice, or, should the application so demand, by written notice to be delivered to the owner's unit (or mailed to the place designated by the owner in his notice), designate corporation or management firm or any other person satisfactory to the board, who is willing to purchase or lease upon the same terms as those specified in the owner's notice.