

Prepared by:  
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**Certificate of Amendment to the  
Declarations of Condominium of  
Lake Emerald Condominiums Nos. One, Two, Three,  
Four, Five and Seven**

THIS CERTIFICATION OF AMENDMENT TO THE DECLARATIONS OF LAKE EMERALD CONDOMINIUMS NOS ONE, TWO, THREE, FOUR, FIVE AND SEVEN is made this 8th day of September, 2008 by the President and Secretary of the Lake Emerald Owner's Association, Inc. ("Association").

WHEREAS, at a duly noticed special meeting of the Association, held on August 11, 2008, the attached amendments were considered and approved by the Membership, to the following Declarations of Condominiums:

Lake Emerald Condominium No. One, recorded in Official Records Book 9704, Page 510,

Lake Emerald Condominium No. Two, recorded in Official Records Book 9924, Page 444,

Lake Emerald Condominium No. Three, recorded in Official Records Book 9785, Page 1,

Lake Emerald Condominium No. Four, recorded in Official Records Book 10358, Page 200,

Lake Emerald Condominium No. Five, recorded in Official Records Book 9897, Page 1,

Lake Emerald Condominium No. Seven, recorded in Official Records Book 13360, Page 675,

all of the Public Records of Broward County, Florida (collectively, the "Declarations").

WHEREAS, the Declarations provide that same may amended by the approval of not less than sixty six and two thirds (66 2/3rds %) percent of the entire membership of the Board of Directors and not less than fifty one (51%) of the Unit Owner within each Condominium, the Declaration of which is to be amended.

NOW THEREFORE, the President and Secretary of the Association hereby certify the following:

1. That the referenced special meeting of the Association was duly noticed and held in accordance with the Association's by-laws and the requirements of Chapter 718, Florida Statutes, for the purpose of amending the Declarations;
2. That at said special meeting, not less than fifty one (51%) percent of the unit owner in each of the above referenced Condominiums voted in the affirmative to adopt the

amendments to the Declarations, a true and correct copy of which is attached here to as Exhibit "A" and incorporated herein by reference, adopted in accordance with the terms and provisions of said Declarations.

- 3. That at a meeting of the Board of Directors held on Sept. 8, 2008, not less than sixty six and two thirds (66 2/3rds%) percent of the entire membership of the Board of Directors of the Association voted in the affirmative for the amendments to the Declarations.

IN WITNESS WHEREOF, we have affixed our hands this 8<sup>th</sup> day of September, 2008, at 102 Lake Emerald Dr., Oakland Park, Broward County, Florida.

By: [Signature]

Print: D. Mehall, Pres.

Attest: [Signature]


Print: Jack R. Mills

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of SEPT., 2008, by D. MEHALL as President and JACK R. MILLS as Secretary of Lake Emerald Owner's Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

sign [Signature]

NOTARY PUBLIC-STATE OF FLORIDA  

 Harriet A. Mindel  
 Commission # DD777608  
 Expires: JUNE 11, 2012  
 BONDED THRU ATLANTIC BONDING CO., INC.

**AMENDMENT TO THE  
DECLARATIONS OF CONDOMINIUM OF LAKE EMERALD CONDOMINIUM NOS. ONE,  
TWO, THREE, FOUR, FIVE AND SEVEN ("Declarations")**

(additions indicated by underlining, deletions by "----", and unaffected language by ". . .")

**1. Amendment to Article 10, Section 10.1 of the Declarations as follows:**

10.1. Interest; Late fees; Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the a rate of ten (10%) percent per annum not to exceed the highest amount as allowed by law, as may be amended from time to time, from the date when due until paid. All payments on account shall first be applied to interest, then to any administrative late fee, then to any costs and attorney's fees incurred in collection, and then to the assessment payment first due.

The Association shall be permitted to charge an administrative late fee in an amount not exceed the highest amount as allowed by law for any assessments and/or installments on assessments which are not paid on or before the due date.

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**2. Amendment to Article 14.7 of the Declarations to add a new Section 14.7.5, as follows:**

14.7.5. Collateral Assignment of Rents. All leases shall provide, and if they do not, shall be automatically deemed to provide an express statement that a material condition of the lease shall be the Apartment Owner's Collateral Assignment of Rents on each such leased Apartment to the Association, which Collateral Assignment of Rents shall become absolute upon default of the Apartment Owner to timely meet ongoing assessment obligations, as same may arise from time to time. In the event of such default by the Apartment Owner, the Association shall provide ten (10) days written notice to the Apartment Owner and the lessee that all subsequent rent payments are to be forwarded by the lessee directly to the Association, until otherwise notified. In the event of default by the lessee to forward rent directly to the Association, the Association may commence legal action to terminate the lease without further delay. The costs associated with any action to terminate the lease by the Association will be the obligation of the Apartment Owner and deemed to be an assessment against the Apartment, collectible in the same manner as any other assessment.

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