

RESOLUTION AMENDING DECLARATION OF CONDOMINIUM

-of-

HOLIDAY SPRINGS VILLAGE CONDOMINIUM 4

The Declaration of Condominium of HOLIDAY SPRINGS VILLAGE CONDOMINIUM 4, recorded in Official Records Book 6112 at Page 828 of the Public Records of Broward County, Florida (hereinafter referred to as the "Declaration"), is hereby amended as follows:

1. Article I, Section T, is hereby deleted in its entirety and declared to be null and void.

2. Article I, Section U, is hereby amended to read as follows:

"U. Management Agreement, means and refers to that certain agreement attached to this Declaration and made a part hereof, which provides for the management of the Condominium Property."

3. Article I, Section V, is hereby amended to read as follows:

"V. Management Firm, means and refers to the Florida limited partnership identified as the Management Firm in the Management Agreement attached to this Declaration, its successors and assigns. The Management Firm shall be responsible for the management of the Condominium Property, as provided in the Management Agreement attached to this Declaration and made a part hereof."

4. The first sentence of the second paragraph of Article V of the Declaration is hereby amended to read as follows:

"Each owner or group of owners shall be entitled to one (1) vote for each unit owned, subject to the provisions of the Amended By-Laws."

5. The first sentence of Article VI of the Declaration is hereby amended to read as follows:

"The Common Expenses of the Condominium, including the obligation of each Unit Owner under the Management Agreement attached to this Declaration, shall be shared by the Unit Owners, as specified and set forth in this Declaration and in Exhibit "A" thereto and other Exhibits to this Declaration, where applicable."

6. The second sentence of the second paragraph of Article VII of the Declaration is hereby amended to read as follows:

"No amendment shall change a Condominium Unit's ownership interest in the Common Elements of the Condominium nor a Condominium Unit's proportionate or percentage share of the Common Expenses and ownership of the Common Surplus, nor the voting rights appurtenant thereto, nor materially alter or modify the appurtenances to a Unit, nor change the configuration or size of any Unit in any material fashion unless the record Owner(s) thereof and all record owners of liens thereon shall join in the execution of the amendment."

7. The third paragraph of Article VII of the Declaration is hereby amended to read as follows:

"Notwithstanding the foregoing, no amendment shall change the rights and privileges of the Developer and Management Firm without the applicable party's written approval."

8. The last sentence of the fourth paragraph of Article VII of the Declaration is hereby deleted in its entirety and declared to be null and void.

9. The last paragraph of Article VII is hereby deleted in its entirety and declared to be null and void.

10. The third sentence of the second paragraph of Article VIII of the Declaration is hereby deleted in its entirety and declared to be null and void. The fourth sentence of said second paragraph of Article VIII is hereby amended to read as follows:

"No amendment shall change the rights and privileges of the Developer and Management Firm without the applicable party's written consent."

11. The first sentence of the second paragraph of Article IX of the Declaration is hereby amended to read as follows:

"Every Owner of a Condominium Parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of said Association, the provisions of this Declaration, and the Management Agreement."

12. The last paragraph of Article IX of the Declaration is hereby deleted in its entirety and declared to be null and void.

13. The third sentence of paragraph D of Article X of the Declaration is hereby amended to read as follows:

"The Management Firm, for as long as the Management Agreement remains in effect, and the Board of Directors may take such action as they deem necessary to collect Assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed to be in the best interests of the Condominium."

14. Paragraph F of Article X of the Declaration is hereby deleted in its entirety and declared to be null and void.

15. The first sentence of paragraph H of Article X of the Declaration

is hereby amended to read as follows:

"H. Developer has guaranteed that for a period of one (1) year from the date of the issuance of a certificate of occupancy as to the building(s) in this Condominium (where the certificates of occupancy are not issued as of the same date for all buildings in this Condominium where said Condominium consists of more than one building, said one year shall commence as of the date of the issuance of the last certificate of occupancy issued for a building in this Condominium), the Assessments for Common Expenses of the Condominium imposed upon the Unit Owners of Units in said building other than the Developer, shall be in the monthly amount for the applicable Unit as specified in the estimated operating budget provided, however, that the Developer shall have the right, where it deems it necessary, to require the Board of Directors of the Condominium Association and, where applicable, the Management Firm, to increase said monthly Assessments for such months during said one-year period for said Units other than Units owned by the Developer in an amount as determined by the Developer which shall not exceed 15% in toto for said period of the guarantee over the stated monthly Assessment for the applicable Unit, as specified in the operating budget."

16. The first, second, third, fourth and fifth subparagraphs of paragraph A of Article XI of the Declaration are hereby amended to read as follows:

"A. SALE OR RENTAL OF UNITS - Association to Have First Right of Refusal.

"In the event any Unit Owner wishes to sell, rent or lease his Unit, the Association shall have the option to purchase, rent or lease said Unit, upon the same conditions as are offered by the Unit Owner to a third person. Any attempt to sell, rent or lease said Unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

"Should a Unit Owner wish to sell, lease or rent his Condominium Parcel (which means the Unit, together with the undivided share of the Common Elements appurtenant thereto), he shall, before accepting any offer to purchase, sell or lease, or rent, his Condominium Parcel, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, two bank references and three individual references - local, if possible, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

"Within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, the Board of Directors shall either approve or disapprove the proposed sale or transfer, in writing, and

shall promptly notify the Unit Owner of its decision. Failure of the Board to act within said ten (10) day period shall be the equivalent of its consent and may be established by means of an affidavit attached to the deed conveying the Unit being sold. Approval of the sale, rental, lease or transfer shall be stated in a certificate executed by an officer of the Association, which shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser, transferee or lessee and if there be any other expenses reasonably incurred by the Association in connection with such transaction, said expense shall also be borne and paid to the Association by the purchaser, transferee or lessee.

"If the proposed sale is bona fide, but the Board of Directors disapproves the same, when the Board notifies the Unit Owner of its disapproval, it shall deliver to the Unit Owner the deposit required under the terms of the proposed sale and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions of the proposed sale previously furnished to it. If the Board furnishes the Unit Owner with written notice of its disapproval, but fails to deliver the required deposit, such action shall be the equivalent of its consent which may be established as provided in the preceeding subparagraph."

17. The last subparagraph of paragraph A of Article XI of the Declaration is hereby deleted in its entirety and declared to be null and void.

18. Subparagraph 1 of paragraph B of Article XI of the Declaration is hereby amended to read as follows:

"1. A Unit Owner may not mortgage his Unit, nor any interest therein, without the approval of the Association, except to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association and said approval, if granted, shall be in recordable form, executed by an officer of the Association. Where a Unit Owner sells his Unit and takes back a mortgage, the approval of the Association shall not be required."

19. Subparagraph (a) of subparagraph 2 of paragraph B of Article XI of the Declaration is hereby amended to read as follows:

"(a) 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,"

20. Subparagraph 3 of paragraph B of Article XI of the Declaration is hereby amended to read as follows:

"3. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Directors of the Association, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the approved instrument."

21. The third, fourth and fifth subparagraphs of subparagraph 4 of paragraph B of Article XI of the Declaration are hereby amended to read as follows:

"Any person or persons who shall become the Owner(s) of a Condominium Parcel by way of transfer by gift or involuntary or judicial sale shall be subject to the provisions of the Enabling Declaration and the Exhibits attached thereto."

22. Subparagraph 5 of paragraph B of Article XI of the Declaration is hereby amended to read as follows:

"5. The liability of the Unit Owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the By-Laws and Articles of Incorporation of the Association, and the Management Agreement, as well as the provisions of the Condominium Act."

23. Subparagraph 6 of paragraph B of Article XI of the Declaration is hereby amended to read as follows:

"6. Special Provisions re: Sale, Leasing, Mortgaging or Other Alienation by Certain Mortgagees and Developer

"(a) An Institutional First Mortgagee holding a mortgage on a Condominium Parcel, upon becoming the Owner of a Condominium Parcel through foreclosure, or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or a lien for Common Expenses, shall have the unqualified right to sell, lease or otherwise transfer said Unit, including the fee ownership thereof, and/or to mortgage said Parcel, without prior offer to the Board of Directors of the Association and the Management Firm and without the prior approval of the said Board of Directors and the Management Firm. The provisions of Section A. and B., No.'s 1. - 5., of this Article XI shall be inapplicable to such Institutional First Mortgagee or acquirer of title as aforescribed in this paragraph.

"(b) The provisions of Sections A. and B., No.'s 1. - 5., of this Article XI shall be inapplicable to the Developer. The said Developer is irrevocably empowered to sell, lease, rent and/or mortgage Condominium Parcels or Units, and portions thereof, to any purchaser, lessee or mortgagee approved by it. The Developer shall have the right to transact any business necessary to consummate sales or rentals of Units or portions thereof, including but not limited to the right to maintain models, have signs, use the Common Elements, and to show Units. The sales offices, signs, and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. The Developer may use a Unit(s) as a sales office and/or model apartment(s)."

24. The second sentence of subparagraph (i) of subparagraph (c) of subparagraph 6 of paragraph B of Article XII of the Declaration is hereby amended to read as follows:

"The termination of the Condominium shall become effective upon the recording of said instrument and the Unit Owners shall thereupon become owners as tenants in common in the property - i.e., the real, personal, tangible and intangible personal property, and any remaining structures of the Condominium, and their undivided interests in the property shall be the same as their undivided interests in the Common Elements of this Condominium prior to its termination, and the mortgages and liens upon Condominium Parcels shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the Condominium."

25. The last sentence of the third paragraph of Article XIII of the Declaration is hereby deleted and declared to be null and void.

26. The first sentence of paragraph B of Article XIV of the Declaration is hereby amended to read as follows:

"B. There shall be no alterations or additions to the Common Elements or Limited Common Elements of this Condominium where the cost thereof is in excess of ten percent (10%) of the annual budget of this Condominium for Common Expenses as to this Condominium, and this Condominium's share of Common Expenses, except as authorized by the Board of Directors and approved by not less than seventy-five percent (75%) of the total vote of the Unit Owners of this Condominium; provided the aforesaid alterations or additions do not prejudice the right of any Unit Owner, unless his consent has been obtained."

27. Subparagraph 1 of paragraph B of Article XIV of the Declaration is hereby deleted in its entirety and declared to be null and void.

28. The first, second and third sentences of the first paragraph of Article XVI of the Declaration are hereby amended to read as follows:

"This Condominium may be voluntarily terminated in the manner provided for in the Condominium Act at any time. In addition thereto, when there has been "very substantial" damage, as defined in Article XII.B.6. above, this Condominium shall be subject to termination as provided in Article XII.B.6. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4ths) of the total vote of the members of the Association, and by all Institutional Mortgagees, then the Association and the approving Owners, if they desire, shall have an option to purchase all of the Parcels of the other Owners within a period expiring one hundred twenty (120) days from the date of such meeting."

29. Article XVII of the Declaration is hereby deleted in its entirety and declared to be null and void.

30. Paragraph A of Article XIX of the Declaration is hereby deleted in its entirety and declared to be null and void.

31. Paragraph G of Article XIX of the Declaration is hereby amended to read as follows:

"G. If any of the provisions of this Declaration, or of the By-Laws, the Articles of Incorporation of the Association, the Management Agreement, or of the Condominium Act, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration, the By-Laws, Articles of Incorporation, and Management Agreement, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby."

32. The first sentence of paragraph K of Article XIX of the Declaration is hereby amended to read as follows:

"K. Subsequent to the filing of this Declaration of Condominium, the Condominium Association - when authorized by a vote of the majority of the total vote of the members of the Association and approved by the owners and holders of Institutional First Mortgages encumbering Condominium Parcels who represent a majority of the dollar institutionally mortgaged indebtedness against this Condominium and the Management Firm, as long as the Management Agreement remains in effect, may, together with other condominium associations and others, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners."

33. The last sentence of subparagraph (1) of paragraph P of Article XIX of the Declaration is hereby deleted and declared to be null and void.

34. The first sentence of subparagraph (2) of paragraph P of Article XIX of the Declaration is hereby amended to read as follows:

"(2) The Developer shall not be responsible for conditions resulting from condensation on or expansion or contractions of materials, cracks which are the result of usual settlement, paint over walls, both interior and exterior, loss or injury caused in any way by the elements; the water tightness of windows and doors, defects which are the result of characteristics common to the materials used, and damage due to ordinary wear and tear or abusive use, collection of water within a building or on any portion of

the Condominium Property, nor anything of any type or nature including a bulkhead, where applicable, except such items as are specifically delineated and agreed to in writing between the Developer and the individual Unit Owner, and it shall be understood and agreed that the Developer shall bear no responsibility in any way as to the matters provided in this paragraph to the Condominium Association and Unit Owners."

35. Paragraph Q of Article XIX of the Declaration is hereby deleted therefrom and declared to be null and void.

36. The first sentence of the second subparagraph of paragraph R of Article XIX of the Declaration (commencing with "Notwithstanding") is hereby deleted and declared to be null and void.

37. Paragraph T of Article XIX of the Declaration is hereby deleted in its entirety and declared to be null and void.

38. Paragraph U of Article XIX of the Declaration is hereby amended to read as follows:

"U. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, reservations and all matters of record and, if applicable, any right of any governmental authority or agency as to any submerged land, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and, thereafter, the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements' not structurally weakening the building(s) and improvements upon the Condominium Property nor unreasonably interfering with the enjoyment of the Condominium Property by the Association's members. Where applicable, riparian and littoral rights as to the Condominium Property are disclaimed by the Developer; however, the Association and its members shall have the same riparian and littoral rights as to the Condominium Property as the Developer has at this time.

"The Condominium Association and its members, and the Developer, its successors, assigns and designees, by virtue of the execution of this Declaration and Exhibits attached thereto, hereby grant to each other an easement for ingress and egress over, through and across the paved areas of the Common Elements, other than the parking spaces, which are intended for vehicular and pedestrian traffic, and such parties are further hereby granted a pedestrian ease-

ment over, through and across sidewalks, paths, halls, lobbies, elevators, center cores, lanes, and the public areas of the Condominium building(s), improvements and land. The Condominium Property may not be abutting, contiguous or adjacent to any public street, road, or right-of-way. Where such is the case, the Developer covenants to provide access from the nearest public street, road or right-of-way to the Condominium Property for ingress and egress for vehicular and pedestrian traffic and said area shall be referred to as a "parking street easement" or "ingress or egress easement" or "access easement"; however, where all or a portion of such easement area is over and across a property which may become a condominium or a property which is not a condominium but is improved with an apartment building, then in such event the part of said area over and across said condominium or non-condominium property, as aforesaid, shall be referred to as a "parking street easement" or "ingress or egress easement" or "access easement". Where applicable, the easements previously referred to herein are as designated in Exhibit No. 1 annexed to this Declaration. All easements as provided above are hereby granted by virtue of the execution of this Declaration and Exhibit attached by the Condominium Association(s) and the Developer to each other and the Developer's designees and same are further granted thereby to and for the benefit of Owners and Occupants, including the Condominium Association(s) and its members contained within the Holiday Springs Village complex, as determined by the Developer.

"The Condominium Association and its members, and the Developer, its successors and assigns, by virtue of the execution of this Declaration and Exhibits attached thereto by said parties hereby grant a pedestrian easement over, through and across the Condominium created by virtue of this Declaration of Condominium to each other and the Developer's designees and the Owners and Occupants, including Condominium Association(s) and its members, contained within the Holiday Springs Village complex for the purpose of granting said parties access to and the use of sidewalks, i.e., pedestrian walkways, which are or may be constructed upon the Condominium. The foregoing easement shall be over, through and across condominiums upon which the sidewalk is located, and said easement shall also be over, through and across all other condominiums or non-condominium properties where said easement is required to provide access to and the use of the said sidewalk to the parties entitled to use same, as hereinbefore provided. This easement shall be known as the "pedestrian sidewalk or walkway easement".

"No right shall ever accrue to the public from the above described easements and said easements shall endure to January 1st, 2072, and, thereafter, for successive periods of ten (10) years unless sooner terminated by a recorded document duly executed and recorded by the persons required. Said easements may be terminated in whole or in part prior to January 1st, 2072, and, thereafter, upon the joint consent of the Developer, its successors and assigns, and the owners of all the lands which are entitled to the use of said easements except where all or portions of said lands shall have been submitted to Condominium ownership, the Condominium Association(s) responsible for the operation and management of said Condominium(s) are irrevocably appointed and authorized by the Condominium Parcel Owners to execute said instrument and the execution of said instrument by the Condominium Parcel Owners shall not be

required. The foregoing easement areas shall be subject to such easements as may be required for drainage and utility service purposes as the Developer may hereafter deem necessary and the Developer shall have the right in its sole discretion to grant such drainage and utility service easements over, upon, across and under said easement areas as it deems necessary and the consent of no other party shall be required. The Unit Owners of this Condominium and the Condominium Association shall be responsible for the care and maintenance of those portions of the Condominium Property that are designated as and are subject to being an easement, including landscaping thereon, and said Unit Owners shall share the total cost thereof. The Developer may convey all or part of the easement areas to the proper governmental authorities causing same to become public roads and the Developer may also, at such time as it determines, convey fee simple title to such easement areas to the Condominium Association(s) which comprise the Association(s) formed to operate the Condominium(s) in the Holiday Springs Village complex and the owners of real property within the complex which may not be condominiums, as it determines, in its sole discretion, as to easement areas which are not a portion of a condominium's property. Where the Developer, where applicable, grants additional easements in the Holiday Springs Village complex and such additional properties as it determines which connect with the easements designated in Exhibit No. 1 annexed to this Declaration, the same shall automatically be a part of the easements hereinbefore provided as if originally set forth herein."

39. Paragraph W of Article XIX of the Declaration is hereby deleted in its entirety and declared to be null and void.

40. Paragraph X of Article XIX of the Declaration is hereby amended to read as follows:

"X. The pool, pool deck and pool area on Holiday Springs Village Condominium 4 may be used by the Unit Owners and Occupants of both Holiday Springs Village Condominium 4 and Holiday Springs Village Condominium 6, and their guests and invitees. The Unit Owners and Occupants of Units in the two aforescribed Condominiums and their guests and invitees, by virtue of the execution of the Declaration of Condominium of Holiday Springs Village Condominium 4 and, subsequently, by virtue of the execution of the Declaration of Condominium of Holiday Springs Village Condominium 6 by the Developer and the applicable Condominium Association, are hereby granted a perpetual easement for the use and enjoyment of the pool, pool deck and pool area located upon Holiday Springs Village Condominium 4 and the Unit Owners and Occupants, and their guests and invitees, of Holiday Springs Village Condominium 6 are hereby granted a non-exclusive pedestrian easement over, through and across those portions of the Common Elements of Holiday Springs Village Condominium 4 as are required to provide access over and across said Condominium to said pool area. Neither the Condominium Association for Holiday Springs Village Condominium 4 nor any Unit Owners therein may impose any conditions, restrictions or limitations upon the use and enjoyment of said pool facilities by the Occupants of Units at Holiday Springs Village Condominium 6 which are not imposed on the Unit Owners at Holiday Springs Village Condominium 4, nor may said Association or Unit Owners at Holiday Springs Village Condominium 4 discriminate in any

manner against Unit Owners at Holiday Springs Village Condominium 6 with respect to the use and enjoyment of said pool facilities, it being the intention of this provision that all individual Unit Owners at both of the aforescribed Condominiums be entitled to the full and equal use thereof. The costs and expenses of maintaining and operating said pool facilities, of whatever type and nature, shall be determined by the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, by the Board of Directors at Holiday Springs Village Condominium 4. The portion of said costs and expenses to be paid by Unit Owners at Holiday Springs Village Condominium 6 shall be determined on a monthly basis by computing each total monthly cost and expense of operating and maintaining said pool facilities and multiplying said amount by a fraction, the numerator of which shall be the number of Units sold and closed by Developer at Holiday Springs Village Condominium 6 as of the first day of each such month and the denominator of which shall be the total number of Units in Holiday Springs Village Condominium 4 plus the numerator. Individual Units at Holiday Springs Village Condominium 6 shall be subject to Assessment by the Condominium Association for Holiday Springs Village Condominium 6 for the maintenance of said pool facilities and included in the above calculation from and after the first day of the first month following conveyance of said Unit by the Developer to an individual Unit purchaser. The pro rata share attributable to each such Unit of each monthly portion due from Holiday Springs Village Condominium 6 shall be determined by multiplying each such monthly portion by the share of Common Elements appurtenant to said Unit and multiplying the result by a fraction, the numerator of which is the total number of Units in Holiday Springs Village Condominium 6 and the denominator of which is the total number of Units sold and closed at Holiday Springs Village Condominium 6 as of the first day of said monthly period. In no event shall any Unit owned by the Developer of Holiday Springs Village Condominium 6 be subject to any such Assessments. Any and all Assessments due and payable from Unit Owners at Holiday Springs Village Condominium 6 shall be paid by said Unit Owners to the Condominium Association for Holiday Springs Village Condominium 6. The Condominium Association for Holiday Springs Village Condominium 4 shall bill the Condominium Association for Holiday Springs Village Condominium 6 for each month's portion of said costs and expenses due from Holiday Springs Village Condominium 6 not later than the tenth (10th) day of each such month and the Condominium Association for Holiday Springs Village Condominium 6 shall promptly pay same not later than the twentieth (20th) day of each such month. The Unit Owners of each of the aforesaid two Condominiums shall be deemed to have agreed to the foregoing and shall be deemed to have ratified and approved same by virtue of said party's acceptance of a deed of conveyance to his Condominium Unit."

41. The last column of Exhibit "A" to the Declaration entitled "Monthly Rental under Long-Term Lease" and the reference thereto in the unnumbered fourth column thereof: "excluding share under Long-Term Lease" are hereby deleted in their entirety and declared to be null and void. In addition, the unnumbered first, second and third paragraphs contained on the second page of Exhibit "A" to the Declaration are hereby deleted

in their entirety and declared to be null and void.

42. Exhibit No. 4, entitled "Long-Term Lease" is hereby deleted in its entirety and declared to be null and void.

43. Exhibit No. 5, entitled "Management Agreement", is hereby amended so that any and all references therein to the management, maintenance and repair of the recreation facilities by the Management Firm and any references to the long-term lease are hereby declared to be null and void.

44. Attached hereto as Exhibit "A" is a Survey reflecting the final location and dimensions of the swimming pool, pool deck and structure which are a part of the Common Elements of this Condominium as described in the fifth paragraph of Article VII of the Declaration of Condominium.

The Association hereby ratifies, reaffirms and reconveys to NATIONWIDE BUILDING & DEVELOPMENT, LTD., a Florida limited partnership, the owner in fee simple of the land which may be submitted to the condominium regime to be known as Holiday Springs Village Condominium 6, and its successors and assigns, the easements granted in paragraph X of Article XIX of the Declaration of Condominium for Holiday Springs Village Condominium 4.

Witnesses:

Deborah Baerlin
L. H. Hansen

(CORPORATE SEAL)

HOLIDAY SPRINGS VILLAGE CONDOMINIUM,
INC. NO. 1

By: Robert E. Briggs
Robert E. Briggs, President

Attest: Robert D. Steinberg
Robert D. Steinberg, Secretary

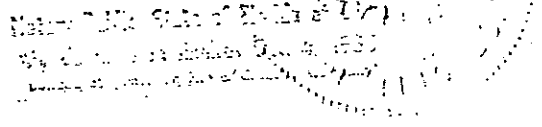
STATE OF FLORIDA)
 : ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this 15th day of August, 1977, before me personally appeared ROBERT E. BRIGGS and ROBERT D. STEINBERG, President and Secretary, respectively, of HOLIDAY SPRINGS VILLAGE CONDOMINIUM, INC. NO. 1, a non-profit Florida corporation, to me well known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument

is the act and deed of said corporation.

WITNESS my hand and official seal at Margate, in the County and State, the day and year last aforesaid.

Leahette H. Hanson
NOTARY PUBLIC, STATE OF FLORIDA AT
LARGE



My Commission Expires:

