



PROPOSED AMENDMENTS TO THE  
DECLARATIONS OF CONDOMINIUM  
FOR  
HOLIDAY SPRINGS VILLAGE CONDOMINIUM NO. IV

("additions indicated by underlining;  
deletions indicated by "----")

1. Article XI, Paragraphs A(1), (2), (3), (5) and (6) of the Declaration are amended to read as follows:

XI.

PROVISIONS RELATING TO SALE OR-RENTAL OR OTHER  
ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

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

1. In the event any Unit Owner wishes to sell, ~~rent or lease~~ or transfer the fee interest to his Unit, the Association shall have the option to acquire or 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 or transfer the fee interest to 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~~ or transferee.

2. Should a Unit Owner wish to sell, lease or rent or transfer the fee interest to 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 so transfer, 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.

3. 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

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of the purchaser, transferee or lessee and 1. 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.

~~5. The sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sub-lease be used or, in the alternative, the Board of Directors' approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, entire Units may be rented, provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.~~

6. Where a corporate entity is the Owner of a Unit, it may designate the Occupants of the Unit which designation shall not be changed more frequently than the minimum allowable lease term hereunder one time per two (2) year period.

2. Article XI, Paragraphs B(3), (4), (5) and (6) of the Declaration are amended to read as follows:

#### B. MORTGAGE AND OTHER ALIENATION OF UNITS

3. Any sale, mortgage or leasetransfer 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 instrument it approved.

4. The foregoing provisions of this Article XI concerning the sale or transfer of a fee interest to the unit shall not apply to transfers by a Unit Owner to any member of his immediate family (viz: - spouse, children or parents).

The phrase "sell, rent, or transfer of a fee interest", in addition to its general definition, shall be defined as including the transferring of a Unit Owner's interest by gift or involuntary or judicial sale.

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.

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

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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 ~~whomever 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 the fee interest to 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 without the prior approval of the said Board of Directors. 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 ~~aforedescribed~~ in this paragraph.

3. Article XIII, Paragraph 7 of the Declaration is added to read as follows:

XIII.

USE AND OCCUPANCY

7. In order to promote the residential nature of the condominium, to promote owner occupancy, to impart a continuity of residence and to inhibit transiency, the leasing of units is prohibited. No owner shall lease his unit, or any portion thereof; provided, however, that this provision shall not apply to any lease by and between a child, as lessor/owner of the unit, and the child's parent, as lessee, if such a lease is for a minimum term of five (5) years.

The above material contains changes in the documents of Holiday Springs Condominium #4, located at 3251 Holiday Springs Blvd. in the city of Margate, Fl. that were approved by the residents of Holiday Springs Condo. #4.

The vote was taken on May 21, 1991. Of the 64 units, 58 votes were cast. There were 48 yeas, and 10 nays.

*Shirley R. Buchsbaum*  
SHIRLEY R. BUCHSBAUM, Sec'y.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATION

STATE OF FLORIDA  
COUNTY OF BROWARD  
SUBSCRIBED BEFORE ME THIS 21<sup>ST</sup> DAY OF MAY 1991.

*Mary E. Furr*  
Notary Public, State of Florida  
My Commission Expires Feb. 7, 1998  
Bonded Thru Troy Fain - Insurance Inc.

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