

This instrument was prepared by
Robert Rubinstein, Esq.
BECKER & POLIAKOFF, P.A.
2255 Glades Road, Suite 300E
Boca Raton, Florida 33431

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
THE WATERGARDEN, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of The Watergarden, A Condominium, as recorded in Official Records Book 36985 at Page 1584 of the Public Records of Broward County, was duly adopted in the manner provided in the governing documents at a meeting held December 29, 2009.

IN WITNESS WHEREOF, we have affixed our hands this 29 day of January, 2010, at Ft. Lauderdale, Broward County, Florida.

WITNESSES:

WATERGARDEN CONDOMINIUM ASSOCIATION,
INC.

Margie K. Leather
Print Name: MARGIE K. LEATHER

By: *Roger Ferris*

Roger Ferris, President

Fatima Archibald
Print Name: FATIMA ARCHIBALD

NOTARY PUBLIC STATE OF FLORIDA
Estelle Collazo
Commission # DD818139
Expires: NOV. 15, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of 2010, 2010, by Roger Ferris, as President of Watergarden Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known - OR -
Produced Identification

NOTARY PUBLIC, STATE OF FLORIDA
Estelle Collazo

Print Name: Estelle Collazo
My Commission Expires: Nov. 15, 2012

Type of Identification

(4)

**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
OF
THE WATERGARDEN, A CONDOMINIUM**

1. Article 4.4, Paragraphs b and c, of the Declaration of Condominium are amended to read as follows:

(b) Parking Spaces. Each parking space shown on Exhibit "B" attached hereto ~~shall be~~ is a Limited Common Element only upon it being assigned as such to a particular Unit in the manner described herein. ~~Developer hereby reserves the right to~~ The Association can assign, with or without consideration, the exclusive right to use any parking space within the Common Elements of the Condominium to one or more Units, whereupon the space so assigned ~~shall be deemed~~ is a Limited Common Element of the Unit to which it is assigned. Such assignment ~~shall~~ cannot be recorded in the Public Records of the County but ~~shall~~ must be made by way of an instrument ~~placed in the~~ that is an official records of the Association. A Unit Owner, current in the payment of all assessments, fees, and charges due the Association, can ~~may~~ assign the Limited Common Element parking space to his or her Unit to another Unit by written instrument delivered to and to be held by the Association; provided, however, that no Unit ~~may~~ can be left without one Limited Common Element parking space. A Unit Owner who is delinquent in the payment of any assessment, fee, or charge to the Association cannot assign the Limited Common Element parking space appurtenant to his Unit to another Unit by written instrument or by any other method. Notwithstanding the prohibition against transfer by a delinquent Unit Owner, the Association can approve the assignment of the Limited Common Element parking space by a Unit Owner who is delinquent, providing the purchaser/assignee pays any and all proceeds resulting from the assignment, or the portion of the proceeds sufficient to bring the Unit Owner's account current, directly to the Association. The Association is under no obligation to approve the assignment of a Limited Common Element parking space by a Unit Owner who is delinquent in the payment of any assessment, fee, or charge to the Association. In the event any Unit Owner delinquent in the payment of any assessment, fee, or charge to the Association assigns the Limited Common Element parking space without obtaining prior approval from the Association, the Unit Owner and the assignee are jointly and severally liable to the Association for the full amount owed to the Association by the delinquent Unit Owner, plus interest, costs and attorney's fees, all of which are the personal obligation of the

delinquent Unit Owner and the assignee and secured by a continuing lien against the Units of both the delinquent Unit Owner and the assignee collected in the same manner as assessments, as provided in this Declaration. In addition to other remedies available to the Association in these governing documents, at law, or in equity, the Association can, at its election, declare the unapproved assignment or transfer of a Limited Common Element parking space by a delinquent Unit Owner null and void ab initio. As to any Limited Common Element parking space which was originally assigned by the Developer, the Developer reserves the right, at any time prior to closing on the sale of the Unit and so long as Developer has not yet turned over control of the Association, to reassign such parking space, provided that at all times each Residential Unit shall have one Limited Common Element parking space. Further, the Board may, if Chapter 718 is amended in the future to allow for the exercise of such a power, relocate a Limited Common Element parking space only to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility. The maintenance of any parking space shall be is the responsibility of the Association, subject to Article 8.1 and provisions imposing individual liability in certain instances. EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT A PORTION OF THE PARKING FACILITIES MAY BE LOCATED BELOW THE FEDERAL FLOOD PLAIN, IN THE EVENT OF FLOODING, ANY AUTOMOTIBLES AND/OR PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE RATES, BOTH FOR THE ASSOCIATION IN INSURING THE PARKING FACILITIES, AND FOR OWNERS, MAY BE HIGHER THAN IF THE PARKING STRUCTURE WAS ABOVE THE FEDERAL FLOOD PLAIN. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A UNIT, OR ACCEPTING THE ASSIGNMENT OF A PARKING SPACE, EACH OWNER, FOR SUCH OWNER AND THE OWNER'S TENANTS, GUEST AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.

(c) Storage Spaces. ~~Developer hereby reserves the right to assign~~ The Association can, with or without consideration, assign the exclusive right to use any storage space located within the Common Elements of the Condominium to itself or to one or more Units, whereupon the space so assigned ~~shall be deemed~~ becomes a Limited Common Element of the Unit(s) to which it is assigned. ~~Developer shall also have the right to assign, with or without consideration, storage spaces to the Association.~~ No assignment of a storage space shall can be recorded in the Public Records of County, but, rather, ~~shall~~ must be made by way of instrument ~~placed in the~~ that is an official

records of the Association. After assignment to a Unit ~~by the Developer~~, a Unit Owner, current in the payment of all assessments, fees, and charges due the Association, can may reassign the Limited Common Element storage space appurtenant to his Unit to another Unit by written instrument delivered to (and to be held by) the Association. A Unit Owner who is delinquent in the payment of any assessment, fee, or charge to the Association cannot assign the storage space appurtenant to his Unit to another Unit by written instrument or by any other method. Notwithstanding the prohibition against transfer by a delinquent Unit Owner, the Association can approve the assignment of the storage space by a Unit Owner who is delinquent, providing the purchaser/assignee pays any and all proceeds resulting from the assignment, or the portion of the proceeds sufficient to bring the Unit Owner's account current, directly to the Association. The Association is under no obligation to approve the assignment of a storage space by a Unit Owner who is delinquent in the payment of any assessment, fee, or charge to the Association. In the event any Unit Owner delinquent in the payment of any assessment, fee, or charge to the Association assigns the storage space without obtaining prior approval by the Association, the Unit Owner and the assignee are jointly and severally liable to the Association for the full amount owed to the Association by the delinquent Unit Owner, plus interest, costs and attorney's fees, all of which are the personal obligation of the delinquent Unit Owner and the assignee and secured by a continuing lien against the Units of the delinquent Unit Owner and the assignee collected in the same manner as assessments, as provided in this Declaration. In addition to other remedies available to the Association in these governing documents, at law, or in equity, the Association can, at its election, declare the unapproved assignment or transfer of a storage space by a delinquent Unit Owner, null and void ab initio. The maintenance of any space so assigned, the screening of such space, as well as the insurance of its contents, ~~shall be~~ is the sole responsibility of the Owner of the Unit(s) to which it is assigned. BY ACCEPTING THE ASSIGNMENT OF A STORAGE SPACE, EACH OWNER, FOR SUCH OWNER AND THE OWNER'S TENANTS, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS DAMAGE OR LIABILITY RESULTING THEREFROM. Pets are not permitted in storage spaces.

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

This instrument was prepared by:
Robert Rubinstein
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF THE WATERGARDEN, A CONDOMINIUM
AND TO THE ARTICLES OF INCORPORATION
AND THE BYLAWS OF
THE WATERGARDEN CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of The Watergarden, A Condominium, as recorded in Official Records Book 36985 at Page 1584 of the Public Records of Broward County, Florida, and to the Articles of Incorporation and Bylaws of Watergarden Condominium Association, Inc., Exhibits to said Declaration of Condominium, were duly adopted at the Annual Meeting of the membership on December 11, 2012, in the manner provided in the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of February, 2013, in Fort Lauderdale, Florida.

WITNESSES:

Jorge Hernandez
Print Name: Jorge Hernandez

Maria G. Umara
Print Name: Maria G. Umara

**WATERGARDEN CONDOMINIUM
ASSOCIATION, INC.**

By: Robert Garofalo
Robert Garofalo, President
347 N. New River Drive East
Fort Lauderdale, FL 33301

ROBERT RUBINSTEIN, ESQ.
BECKER & POLIAKOFF, P.A.
BANK OF AMERICA CENTRE • 625 N FLAGLER DRIVE, 7TH FLOOR • WEST PALM BEACH, FL 33401
TELEPHONE (561) 655-5444

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STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19 day of February 2013, by Robert Garofalo, as President of Watergarden Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known
Produced Identification

Type of Identification

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]

Print Name: Tanya Mazariegos

My Commission Expires: 3/11/16



**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
FOR THE WATERGARDEN, A CONDOMINIUM
AND TO THE ARTICLES OF INCORPORATION
AND THE BYLAWS OF
WATERGARDEN CONDOMINIUM ASSOCIATION, INC.**

1. Article 18.10 of the Declaration of Condominium is amended to read as follows:

Leasing. No portion of a Residential Unit (other than an entire Residential Unit) may be rented. Leasing of Units shall not be subject to the prior written approval of the Association, but each lease shall be in writing and specifically provide for (or, if it does not, shall be automatically deemed to provide) that: (a) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all Rules and Regulations adopted by the Association from time to time (before or after the execution of the lease); (b) the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association; and (c) the Association shall have the right to collect all rental payments due to the Owner and apply same against unpaid Assessment. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the Tenant. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so required, by the Association, The owner or prospective lessee must pay a security deposit, in an amount equal to one (1) month's rent, into a non-interest bearing escrow account maintained by the Association. The security deposit protects against damages to the Common Elements, Limited Common Elements, or Association property and serves as security for the full and faithful performance by the owner and prospective lessee of the terms, provisions, obligations and duties set forth in the Condominium Act and Governing Documents, including the timely payment of Assessments, charges and fines and the payment of attorney's fees incurred by the Association in connection with any default or breach of the

1

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Governing Documents or the Condominium Act, by the owner or prospective lessee. The Association has the right, but not the obligation, to apply all or any portion of the deposit to any assessment or installment thereof that is not paid in full and on time, to any damage to the Common Elements, Limited Common Elements, or Association property caused in whole or in part by the owner or lessee, or to any violation of the Governing Documents. In the event the security deposit, or any portion thereof, is applied as provided herein, the owner or lessee must deposit with the Association, upon written demand, an amount sufficient to restore such security deposit to its original amount, and the failure to do so constitutes a material violation of the Governing Documents. Any lessee who vacates or abandons an apartment dwelling unit at or prior to the expiration of the term specified in the written lease must give at least seven (7) days written notice by certified mail or personal delivery to the Association prior to vacating or abandoning the apartment dwelling unit, which notice must include the forwarding address of the lessee. Failure of the lessee to give such notice relieves the Association of the notice requirement to impose a claim against the deposit and relieves the Association of the requirement to remit the balance, if any, of the deposit. The lessee has abandoned the apartment dwelling unit and has abandoned the deposit, if the lessee is absent from the apartment dwelling unit for a period of time equal to one-half (1/2) the time for periodic rental payments, unless the lessee has notified the Association, in writing, of an intended absence. The remedies provided for herein are cumulative and in addition to any other remedy available to the Association, and nothing herein limits or excludes any of the Association's rights or remedies or method of enforcement. Unit Owners wishing to lease their Units shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). No security deposit will be required from Tenants in Units owned by the Developer. Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be in the same fashion as provided in Par II of Chapter 83, Florida Statutes. No lease of a Unit shall be for a period less than three (3) consecutive months, with the maximum number of rentals for any unit not to exceed three (3) leaseholds in any twelve (12) month period. No Lease shall be effective until an executed copy has been provided to the Association.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use

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ACTIVE: 4106420_4

generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the Tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a Tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

2. Article 4.2, Paragraph (j), of the Articles of Incorporation is amended to read as follows:

- (j) To contract with a licensed or franchised cable operator ~~licensed by the County to provide cable television service on a bulk rate basis to Unit Owners.~~ communications services, as defined in Chapter 202, Florida Statutes, information services, or internet services on a bulk rate basis to Unit Owners.

3. Article 5.1, Paragraph (r), of the Bylaws is amended to read as follows:

- (r) Contracting with a licensed or franchised cable operator ~~licensed by the County to provide cable television service on a bulk rate basis to Unit Owners.~~ communications services, as defined in Chapter 202, Florida Statutes, information services, or internet services on a bulk rate basis to Unit Owners.

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

This instrument was prepared by:
Robert Rubinstein
Becker & Poliakoff, P.A.
625 North Flagler Drive - 7th Floor
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF THE WATERGARDEN, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of The Watergarden, A Condominium, as recorded in Official Records Book 36985 at Page 1584 of the Public Records of Broward County, Florida, were duly adopted at a Annual Meeting of the membership on December 17, 2013, in the manner provided in the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 29 day of January, 2014, in Fort Lauderdale, Florida.

WITNESSES:

Margaret Kuebaether
Print Name: MARGARITA KUEBAETHER
Janice Van Noord
Print Name: Janice Van Noord

**WATERGARDEN CONDOMINIUM
ASSOCIATION, INC.**

By: Robert Garofalo
Robert Garofalo, President
347 N. New River Drive East
Fort Lauderdale, FL 33301

**STATE OF FLORIDA
COUNTY OF BROWARD**

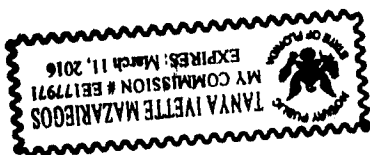
The foregoing instrument was acknowledged before me this 29 day of January, 2014, by Robert Garofalo, as President of Watergarden Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known
Produced Identification

Type of Identification _____

NOTARY PUBLIC, STATE OF FLORIDA

Tanya Mazariegos
Print Name: Tanya Mazariegos
My Commission Expires: 1/29/14



ROBERT RUBINSTEIN, ESQ.
BECKER & POLIAKOFF, P.A.
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(3)

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM FOR
THE WATERGARDEN, A CONDOMINIUM**

1. Article 9.4 of the Declaration of Condominium is created and amended to read as follows:

~~By the Association. Whenever in the judgment of the Board, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$10,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing \$10,000.00 or less in the aggregate in any calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year. The procedure set forth in this Section 9.4 shall be in lieu of that set forth in Fla. Stat. §718.113(2).~~

By the Association. The Board can make material alterations or substantial additions to the Common Elements or association real property provided, however, that if such alterations or additions, in the aggregate, require or obligate the expenditure of Association funds of more than two percent (2%) of the Association's budget, including reserves, for the fiscal year in which the Board approves such alterations or additions, the Board must obtain approval of a majority of voting interests present (in person, by proxy, or by written consent) and voting at an Association meeting, or by written consent of a majority of a quorum of the total voting interests. Maintenance of the Common Elements or Association Property, regardless of the amount of expenditure, does not require the approval of any voting interests.

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ACTIVE: 4106420_6

2. Article 18.3 of the Declaration of Condominium is created and amended to read as follows:

Other Matters Regarding Sale or Transfer. The Association can charge an approval fee for transfers of title in the highest amount permitted by Chapter 718, Florida Statutes, as amended or renumbered from time to time, or in the absence of such a statute, then in the amount of Two Hundred Fifty Dollars (\$250.00), or such lesser amount as the Board of Directors, from time to time, determines by duly adopted rule. The Association shall have the right to require that a substantially uniform form of purchase agreement be used. ~~No fee shall be charged in connection with the proposed transfer or approval in excess of the expenditures reasonable required for credit report expenses which shall not exceed fifty dollars (\$50.00).~~

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

This instrument was prepared by:
Robert Rubinstein, Esq.
Becker & Poliakoff, P.A.
625 North Flagler Drive - 7th Floor
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF THE WATERGARDEN, A CONDOMINIUM AND TO
THE BYLAWS OF THE WATERGARDEN CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of The Watergarden, A Condominium, as recorded in Official Records Book 36985 at Page 1584 of the Public Records of Broward County, Florida, and to the Bylaws of Watergarden Condominium Association, Inc., an Exhibit to said Declaration of Condominium, were duly adopted at a Annual Meeting of the membership on December 16, 2014, in the manner provided in the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 20th day of January, 2015, in Fort Lauderdale, Florida.

**WATERGARDEN CONDOMINIUM
ASSOCIATION, INC.**

WITNESSES:

Margie K. Heather
Print Name: Margie K. Heather
Alfred Ritacco
Print Name: Alfred Ritacco

By:

Robert Garofalo
Robert Garofalo, President
347 N. New River Drive East
Fort Lauderdale, FL 33301

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of January, 2015, by Robert Garofalo, as President of Watergarden Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known
Produced Identification

NOTARY PUBLIC, STATE OF FLORIDA

Type of Identification



Jorge Hernandez
Print Name: Jorge Hernandez
My Commission Expires: 3/29/16

ROBERT RUBINSTEIN, ESQ.
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**AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
THE WATERGARDEN, A CONDOMINIUM
AND
TO THE BYLAWS OF
WATERGARDEN CONDOMINIUM ASSOCIATION, INC.**

1. Article 10, Section 10.1, of the Declaration of Condominium is amended to read as follows:

This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the Bylaws by the affirmative vote of ~~Unit Owners~~ owning not less than ~~80%~~ sixty-six and two-thirds percent (66-2/3%) of the voting interests eligible to vote ~~Units~~ represented at any meeting at which a quorum has been attained, except as otherwise provided herein. All amendments shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of Broward County, Florida.

2. Article 12, Section 12.2, of the Bylaws is amended to read as follows:

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by limited proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

- (a) at any time, but not less than a majority of the votes of all members of the Association entitled to vote represented at a meeting at which a quorum has been attained and by not less than 66 2/3% of the entire Board of Directors; or
- (b) ~~after control of the Association is turned over to Unit Owners other than the Developer,~~ by not less than ~~80%~~ 66 2/3% of the votes of the Members of the Association entitled to vote represented at a meeting at which a quorum has been attained; or

- (c) ~~After control of the Association is turned over to Unit Owners other than the Developer,~~ by not less than 100% of the entire Board of Directors,; ~~or~~
- (d) ~~before control of the Association is turned over to Unit Owners other than the Developer, by not less than 66 2/3% of the entire Board of Directors.~~

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

ROBERT RUBINSTEIN, ESQ.
BECKER & POLIAKOFF, P.A.
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TELEPHONE (561) 655-5444

This instrument was prepared by:
Robert Rubinstein, Esq.
Becker & Poliakoff, P.A.
625 North Flagler Drive - 7th Floor
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF THE WATERGARDEN, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of The Watergarden, A Condominium, as recorded in Official Records Book 36985 at Page 1584 of the Public Records of Broward County, Florida, were duly adopted at an Annual Meeting of the membership on December 8, 2015, in the manner provided in the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 18th day of MARCH, 2016, in Broward County, Florida.

WITNESSES:

Margie Kildeath
Print Name: Margie Kildeath
Charity Dumas
Print Name: CHARITY DUMAS

**WATERGARDEN CONDOMINIUM
ASSOCIATION, INC.**

By: Bruce Lane
Bruce Lane, President
347 N. New River Drive East
Fort Lauderdale, FL 33301

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 18th day of MARCH 2016, by Bruce Lane, as President of Watergarden Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known ✓
Produced Identification —
Type of Identification _____

NOTARY PUBLIC, STATE OF FLORIDA
Esther Rodriguez
Print Name: ESTHER RODRIGUEZ
My Commission Expires: 6/24/19

ROBERT RUBINSTEIN, ESQ.
BECKER & POLIAKOFF, P.A.
BANK OF AMERICA CENTRE • 625 N FLAGLER DRIVE, 7TH FLOOR • WEST PALM BEACH, FL 33401
TELEPHONE (561) 655-5444



**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
FOR WATERGARDEN, A CONDOMINIUM**

1. Paragraph 3.14 of the Declaration of Condominium is amended to read as follows:

"Common Expenses" shall mean and refer to all expense incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Condominium Act, the Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation: (a) all reserves required by the Condominium Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) the costs of management, operation and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other agents, employees, or independent contactors; (c) costs of all gardening, and other services benefitting the Common Elements, and all recreational and other commonly used facilities which may be located thereon; (d) costs of the operation and maintenance of the electronic gates and associated costs; (e) costs of fire, casualty and liability insurance, worker's compensation insurance and other insurance covering or connected with the Association or the Common Elements and Association Property, including insurance for officers and directors; (f) costs of bonding the members of the Board and the "Management Company" (as hereafter defined); (g) the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; (h) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any; (i) if applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, driveway and parking maintenance and expenses, in-house and/or interactive communications and surveillance systems; (j) taxes paid by the Association including real property taxes for the Common Elements, if any; (k) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Elements or portions thereof; (l) costs required to be paid for landscaping and road maintenance required by the City; (m) costs of installation, operation, management and maintenance of a food and beverage service operation; (n) costs of performing any service or obligation imposed by the City or County; (o) the expense of installation of hurricane shutters by the

Board for the portions of the Building requiring shutters in accordance with the applicable building codes in effect at the time that the permits for the Building were obtained; (p) any sums payable to the City of Fort Lauderdale in connection with the leasing of dockage across from, but beyond the boundaries of, the Condominium Property; (q) any sums required under leases for office and/or mechanical equipment, including without limitation, leases for recycling equipment, as it is intended that any such recycling equipment be leased rather than owned; (r) costs of any and all commonly metered utilities and other commonly metered charges for Common Elements; (s) any unpaid share of Common Expenses or Common Assessments; (t) maintenance of all building systems and fountains; (u) common expenses also include entertainment, social and recreational activities for the benefit of the Association members; and (v) costs of any other items or expenses incurred by the Association for any reason whatsoever in connection with the Common Elements, the Association's rights or duties under the Condominium documents, and/or for the benefit of the Condominium. Common Expenses shall not include any separate obligations of individual Unit Owners.

2. Paragraph 18.10 of the Declaration of Condominium is amended to read as follows:

Leasing. No portion of a Residential Unit (other than an entire Residential Unit) may be rented. Leasing of Units shall not be subject to the prior written approval of the Association, but each lease shall be in writing and specifically provide for (or, if it does not, shall be automatically deemed to provide) that: (a) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all Rules and Regulations adopted by the Association from time to time (before or after the execution of the lease); (b) the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association; and (c) the Association shall have the right to collect all rental payments due to the Owner and apply same against unpaid Assessment. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the Tenant. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to

~~such lease. If so required, by the Association, The owner or prospective lessee must pay a security deposit, in an amount equal to one (1) month's rent, into a non-interest bearing escrow account maintained by the Association. The security deposit protects against damages to the Common Elements, Limited Common Elements, or Association property and serves as security for the full and faithful performance by the owner and prospective lessee of the terms, provisions, obligations and duties set forth in the Condominium Act and Governing Documents, including the timely payment of Assessments, charges and fines and the payment of attorney's fees incurred by the Association in connection with any default or breach of the Governing Documents or the Condominium Act, by the owner or prospective lessee. The Association has the right, but not the obligation, to apply all or any portion of the deposit to any assessment or installment thereof that is not paid in full and on time, to any damage to the Common Elements, Limited Common Elements, or Association property caused in whole or in part by the owner or lessee, or to any violation of the Governing Documents. In the event the security deposit, or any portion thereof, is applied as provided herein, the owner or lessee must deposit with the Association, upon written demand, an amount sufficient to restore such security deposit to its original amount, and the failure to do so constitutes a material violation of the Governing Documents. Any lessee who vacates or abandons an apartment dwelling unit at or prior to the expiration of the term specified in the written lease must give at least seven (7) days written notice by certified mail or personal delivery to the Association prior to vacating or abandoning the apartment dwelling unit, which notice must include the forwarding address of the lessee. Failure of the lessee to give such notice relieves the Association of the notice requirement to impose a claim against the deposit and relieves the Association of the requirement to remit the balance, if any, of the deposit. The lessee has abandoned the apartment dwelling unit and has abandoned the deposit, if the lessee is absent from the apartment dwelling unit for a period of time equal to one-half (1/2) the time for periodic rental payments, unless the lessee has notified the Association, in writing, of an intended absence. The remedies provided for herein are cumulative and in addition to any other remedy available to the Association, and nothing herein limits or excludes any of the Association's rights or remedies or method of enforcement. Unit Owners wishing to lease their Units shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). No security deposit will be required from Tenants in Units owned by the Developer. Payment of~~

~~interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be in the same fashion as provided in Par II of Chapter 83, Florida Statutes.~~ No lease of a Unit shall be for a period less than three (3) consecutive months, with the maximum number of rentals for any unit not to exceed three (3) leaseholds in any twelve (12) month period. No Lease shall be effective until an executed copy has been provided to the Association.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the Tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a Tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

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