

This Instrument Prepared by
and Returned to:
Larry Z. Glickman, Esq.
Sachs, Sax & Klein, P.A.
P.O. Box 810037
Boca Raton, Florida 33401-0037

97-432745 T#001
08-18-97 12:50PM

CERTIFICATE OF AMENDMENT TO MASTER DECLARATION,
ARTICLES OF INCORPORATION AND BYLAWS

OF

GRAND PALMS

These AMENDMENTS TO THE MASTER DECLARATION FOR GRAND PALMS, Amendments to the Articles of Incorporation of Grand Palms Community Association, Inc. (Master Association), and Amendments to the ByLaws of Master Association are made this 13 day of JUNE, 1997 by HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida Corporation, (Hollywood), as follows:

W I T N E S E T H:

WHEREAS, Hollywood is the "Declarant" pursuant to the Master Declaration for Grand Palms, recorded in Official Records Book 16368, at Page 732 et seq of the Public Records of Broward County, Florida together with all amendments thereto (the Master Declaration); and

WHEREAS, Master Association is the Community Association as proved for in the Master Declaration; and

WHEREAS, the Articles of Incorporation of Master Association (Articles) and ByLaws of Master Association (ByLaws) are appended as Exhibits to the Master Declaration; and

WHEREAS, Paragraph 10.2 of the Master Declaration provides that the Declarant has the unilateral right to amend the Master Declaration for so long as Declarant owns any portion of the property described in Exhibit "B" of Master Declaration, and Hollywood still owns a portion of such property; and

WHEREAS, Paragraph 9.6 of the Articles provides that the Declarant has the unilateral right to amend the Articles so long as Declarant appoints a majority of the Directors of the Master Association and Hollywood still appoints a majority of the Directors of the Master Association; and

WHEREAS, paragraph 10.3.2 of the ByLaws provides that the Declarant has the unilateral right to amend the ByLaws so long as Declarant appoints a majority of the Directors of the Master Association, and Hollywood still appoints a majority of the Directors of the Master Association; and

WHEREAS, Hollywood desires to amend the Master Declaration, Articles and ByLaws as hereinafter set forth;

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NOW THEREFORE, Hollywood as Declarant pursuant to the Master Declaration, Articles, and ByLaws hereby amends the Master Declaration, Articles and ByLaws as follows:

See Exhibits "A", "B" and "C" attached hereto and made a part hereof.

Except as hereinabove amended, the Master Declaration, Articles and ByLaws are hereby ratified and confirmed in all respects.

HOLLYWOOD LAKES COUNTRY CLUB, INC.
a Florida Corporation

Linda Alvarado
Witness Signature
LINDA ALVARADO
Print Name

Susan Tapps
Witness Signature
SUSAN TAPPS
Print Name

By: [Signature]
E.M. SEGALL
Printed Name
President
Title
6/13/97
Date

STATE OF FLORIDA)
 BROWARD)SS
COUNTY OF ~~PALM BEACH~~)

The foregoing instrument, was acknowledged before me on this the 13th day of JUNE, 1997, by E.M. SEGALL, as President, Hollywood Lakes Country Club, Inc., a Florida Corporation, on behalf of the Corporation, who is personally known to me or has produced _____ as identification.



SANDY S. SEGALL
COMMISSION # CC457422
EXPIRES MAY 1, 2000

[Signature]
Notary Public, State of Florida

Sandy Segall
Printed Name

EXHIBIT "A"

AMENDMENTS TO THE MASTER DECLARATION FOR GRAND PALMS

A. Paragraph 1.9 of the Master Declaration is hereby amended to read as follows:

COMMUNITY ASSESSMENT means an ASSESSMENT which is assessed against all of the OWNERS for COMMUNITY EXPENSES, and includes both collected and uncollected amounts.

B. Paragraph 1.29 of the Master Declaration is hereby amended to read as follows:

[See original for text of first paragraph]

Any portion of the SUBJECT PROPERTY which is undeveloped and which is intended to contain UNITS shall be deemed to contain the number of UNITS which are intended to be constructed upon the PROPERTY as determined by DECLARANT, as that determination may change from time to time or as determined pursuant to a site plan approved by the controlling governmental authority, as that approval may be amended or modified from time to time, until such time as a certificate of occupancy is issued for all of the UNITS that may be constructed upon the PROPERTY, and the OWNER of any undeveloped property shall be deemed the owner of any such planned UNITS. For purposes of ASSESSMENTS only, the OWNER of a UNIT is liable for ASSESSMENTS attributable to that UNIT only from and after the obtaining of a Certificate of Occupancy therefor from the applicable governmental authorities.

C. Paragraph 4.5 of the Master Declaration is hereby amended to read as follows:

Notwithstanding the foregoing, until such time as DECLARANT no longer appoints a majority of the directors of the COMMUNITY ASSOCIATION, or until DECLARANT notifies the COMMUNITY ASSOCIATION in writing that DECLARANT elects to pay COMMUNITY ASSESSMENTS as in the case of any other OWNER, DECLARANT shall not be liable for COMMUNITY ASSESSMENTS for any UNITS owned by DECLARANT, but in lieu thereof, DECLARANT shall be responsible for all COMMUNITY ~~ASSESSMENTS~~ EXPENSES actually incurred by the COMMUNITY ASSOCIATION

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in excess of the COMMUNITY ASSESSMENTS and any other income receivable by the COMMUNITY ASSOCIATION.

[See original for balance of text]

D. Paragraph 7.3 of the Master Declaration is hereby amended to read as follows:

~~"The amount of any fine shall be the maximum permitted under Section 617.305, FL. Stat., as same may be amended from time to time, determined by the BOARD, and shall not exceed 1/3 of one months' Community ASSESSMENT per UNIT for the first offense, 2/3 of one months' COMMUNITY ASSESSMENT per UNIT for a second similar offense, and one months' COMMUNITY ASSESSMENT per UNIT for a third or subsequent similar offense.~~

[See original for balance of text]

E. Paragraph 10.4 of the Master Declaration is hereby amended to read as follows:

No amendment shall change the number of votes of any OWNER or NEIGHBORHOOD VOTING MEMBER, or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the NEIGHBORHOOD VOTING MEMBERS of the property affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which in DECLARANT'S sole and unfettered discretion, would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

[See original for balance of text]

F. Paragraph 16.10 of the Master Declaration is hereby amended to add the following language at the end thereof:

"By way of clarification, and without respect to whether there exists a real or threatened controversy, the foregoing limitations are not intended to apply, and do not apply, to any expense incurred incident to the engagement of attorneys or other professionals regarding: (1) The interpretation, negotiation, or

modification of any of the governing documents of the COMMUNITY ASSOCIATION or any NEIGHBORHOOD ASSOCIATION; (2) The interpretation, negotiation or modification of any contract or agreement entered into or sought to be entered into by the COMMUNITY ASSOCIATION or any NEIGHBORHOOD ASSOCIATION; or (3) Any counterclaim, responsive pleading, set-off or other defensive pleading in response to legal proceedings brought against the COMMUNITY ASSOCIATION or any NEIGHBORHOOD ASSOCIATION."

G. The heading of Paragraph 16.12 of the Master Declaration is hereby amended to read as follows:

"Modification of Development Plan and Obligations With Respect to the Property Described in Exhibit "B" or Any Other Property Which May Be Added to the Subject Property."

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EXHIBIT "B"

AMENDMENTS TO THE ARTICLES OF INCORPORATION OF GRAND PALMS

A. Paragraph 5.2.2 of the Articles is hereby amended to read as follows:

The number of Directors shall be increased to four Directors, three of which shall be appointed by DECLARANT, and one of which shall be elected by the NEIGHBORHOOD VOTING MEMBERS at large, at the election of DECLARANT, or within three months after 25% of the UNITS that will be ultimately contained within the SUBJECT PROPERTY and any property that may be added to the SUBJECT PROPERTY have been built and conveyed to OWNERS.

B. Paragraph 5.2.3 of the Articles is hereby amended to read as follows:

The number of Directors shall be increased to five Directors, three of which shall be appointed by DECLARANT, and two of which shall be elected by the NEIGHBORHOOD VOTING MEMBERS at large, at the election of DECLARANT, or within three months after 50% of the UNITS that will be ultimately contained within the SUBJECT PROPERTY and any property that may be added to the SUBJECT PROPERTY have been built and conveyed to OWNERS.

C. Paragraph 5.2.4 of the Articles is hereby amended to read as follows:

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When ~~90%~~ 75% of the UNITS that will be ultimately contained within the SUBJECT PROPERTY and any property that may be added to the SUBJECT PROPERTY have been built and conveyed to OWNERS, or ~~to~~ 20 years after the DECLARATION has been recorded in the public records of the county in which the SUBJECT PROPERTY is located, whichever occurs ~~first~~ later, the number of Directors shall be determined in the manner provided in the BYLAWS, and the Directors shall be elected by the NEIGHBORHOOD VOTING MEMBERS in the manner provided by the BYLAWS. However, so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any property ~~described in Exhibit B of the DECLARATION~~ that may be added to the SUBJECT PROPERTY, in addition to the directors appointed by the NEIGHBORHOOD VOTING MEMBERS, DECLARANT shall have the right to appoint one Director, and the Director appointed by DECLARANT shall have the right of veto with respect to any action taken by the BOARD which in that Director's sole and unfettered discretion affects any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, and in the event the Director appointed by DECLARANT vetoes any such action taken by the BOARD, such action shall be null and void.

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EXHIBIT "C"

A. Paragraph 6.20.09 of the Bylaws is hereby amended to add the following at the end thereof:

By way of clarification, the foregoing limitations are not intended to apply, and do not apply, to the repayment of any sum or sums, or the value of any property or services, which may be voluntarily advanced by DECLARANT to the COMMUNITY ASSOCIATION pursuant to paragraph 16.7 of the DECLARATION, or otherwise in excess of the DECLARANT'S obligations under paragraph 4.5 of the DECLARATION.

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

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