

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE ENCLAVE AT GRAND PALMS ASSOCIATION, INC.**

THIS DOCUMENT CONSTITUTES CERTIFICATION that the attached amendment to he Declaration of Covenants and Restrictions of The Enclave at Grand Palms Association, Inc., said Declaration having been recorded in Official Records Book 8905, at page 486, of the Public Records of Broward County, Florida, was duly adopted with the written consent of at least two-thirds (2/3rds) of the entire membership as provided in the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of Nov, 2007, at Pembroke Pines, Broward County, Florida.

WITNESSES

Sign

Andrea T. Briannetto

Print

Andrea T. Briannetto

Sign

Humberto Roque

Print

Humberto Roque

By:

Roy Casiano
Roy Casiano, President
500 SW 157 Avenue
Pembroke Pines, FL 33027

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of November, 2007, by Roy Casiano, as President of The Enclave at Grand Palms Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC - STATE OF FLORIDA

Sign

Humberto Roque

Print

Humberto Roque

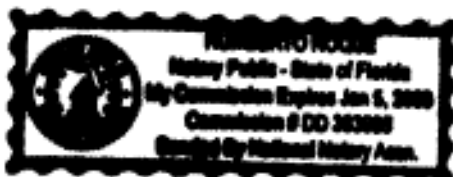
My Commission expires:

Personally Known ✓

OR

Produced Identification _____

Type of Identification _____



**OF
THE ENCLAVE AT GRAND PALMS ASSOCIATION, INC.**

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

1. Amendment to Article 1.1 of the Declaration, to read as follows:

1.1 APPROVING PARTY ~~means DECLARANT, so long as DECLARANT owns any LOT, or until DECLARANT assigns its rights as the APPROVING PARTY to the Association, and thereafter means the ASSOCIATION. DECLARANT reserves the right to assign its rights as the APPROVING PARTY to the ASSOCIATION in whole or in part. Notwithstanding the foregoing, DECLARANT, and not the ASSOCIATION, shall be the APPROVING PARTY with respect to the initial construction of any improvements within the SUBJECT PROPERTY by any builder or developer.~~

2. Amendment to Article 5.1 of the Declaration, to read as follows:

5.1 One UNIT per LOT. Only one UNIT shall be constructed on any LOT. Any purchaser of a LOT shall commence construction of the UNIT permitted to be constructed thereon (which shall be approved by the APPROVING PARTY in the manner required in Section 5.24 herein) not later than the first of (a) six months following the date on which the last of the requisite approvals have been obtained by OWNER for the issuance of building permits with respect to said UNIT or (b) one year after the date of closing on the transfer of the LOT to OWNER as evidenced by the date of delivery of the deed to said LOT. Said Owner shall complete construction of said Unit (as evidenced by issuance of a certificate of occupancy) within two years from the date of closing on the transfer of the LOT to OWNER. This period may be extended by the APPROVING PARTY in its discretion. Once commenced, the OWNER shall diligently and continuously proceed with the uninterrupted construction of the improvements thereon.

3. Amendment to Article 5.10 of the Declaration, to read as follows:

5.10 LANDSCAPING. The initial landscaping of any UNIT, and any material modifications, additions, or substitutions thereof, must be approved by the APPROVING PARTY. The OWNER of each LOT containing a UNIT shall be required to maintain the landscaping of his LOT, and on any contiguous property between his LOT and the pavement edge of any abutting road or the waterline of any abutting lake or canal, all in accordance with the landscaping plans approved by the APPROVING PARTY, and in accordance with the provisions of this DECLARATION, and the requirements of any controlling governmental authority. All ~~such~~ landscaping LOTS shall be maintained by the OWNER in first class condition and appearance and, as reasonably required, mowing, trimming, fertilizing and weed, insect and disease control shall be performed by the OWNER. Underground sprinkler systems shall be installed, maintained and used to irrigate all landscaping on the LOT, or any other landscaping which the OWNER of the LOT is required to maintain pursuant to this paragraph. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the APPROVING PARTY. All dead or diseased sod, plants, shrubs, trees or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior of any LOT.

All LOTS, whether improved or not, shall be maintained in a clean, level and orderly condition, free from rodents and other pests, overgrown weeds, construction materials and from rubbish, including but not limited to concrete blocks, papers, landscaping debris, etc. Personal property shall not be stored or kept on unimproved LOTS, nor shall any nuisance condition be permitted to exist. In the event any lot is not so maintained the Association shall have the right to enter

4. **Amendment deleting Article 5.27 of the Declaration in its entirety, and replacing it with the following language: (Note – substantial rewording, please see current Declaration for existing text to be deleted.)**

5.27 Responsibility for Protection and Repair of Damages Caused by Construction, Maintenance or Other Improvements. OWNER shall pay for any repairs and/or maintenance to ASSOCIATION property, or the property of its members, necessitated by construction or maintenance activities on his/her LOT. OWNER shall ensure that its contractors provide appropriate dumpsters or receptacles for construction debris and shall use all reasonable efforts using appropriate construction means and methods to mitigate dust or damages generated by the work. All dumpsters shall be located as far as reasonably possible from other UNITs and construction dumpsters shall be emptied regularly during construction hours. All debris and trash must be placed into the dumpsters daily. No materials may be delivered to the property except during construction hours. Workers or other personnel involved in the construction of the work must confine their activities on the property to those necessary to fulfill their job related duties. Upon the issuance, by the National Weather Service, of a hurricane warning or tropical storm warning for Broward County, Florida, OWNER shall take all necessary precautions to remove any materials or equipment that may or might become projectiles. OWNER bears responsibility for taking all reasonable steps to avoid damage to adjacent property that might occur during such storms as a result, in full or in part, from activities conducted or tangible property being located on the LOT. In the event OWNER fails to promptly remove construction debris, repair any damages or restore the property effected by the construction activities, the ASSOCIATION, after five (5) days written notice may remove the construction debris, repair any damages and restore the property to its pre-existing condition, at the expense of OWNER as contemplated by Section 7.2.4 hereof.

5. **Amendment completely deleting Article 7.3 of the Declaration and replacing it with the following language (note – substantial re-wording, please refer to existing document for current text):**

7.3 Fines. In addition to the remedies available elsewhere in this Declaration, the Articles of Incorporation, the Bylaws or the Homeowners Associations Act, the Association may levy fines against a LOT for the failure of the Owner of the LOT or the Owner's family, or the occupant, licensee, invitee, or guest of any of the foregoing, to comply with any of the requirements of the governing documents, including but not limited to the rules and regulations as they may be adopted from time to time.. The procedure for levying fines is as follows:

7.3.1 In the event the Board believes a violation has occurred or is occurring, it may thereupon provide written notice to the person(s) alleged to be in violation, and the owner of the LOT which that person occupies or occupied at the time the violation was committed, if that person is not the owner, of the opportunity for a hearing before a Committee of LOT owners. The notice shall also specify, and it is hereby provided, that each occurrence or recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine in the highest amount permitted by law.

7.3.2 The Committee shall hold a hearing upon the written request of the LOT owner. Notice of the date, time and place of the Committee meeting (hearing) shall be furnished to the Owner of the LOT at least fourteen (14) days in advance, by U.S. Mail. The Committee shall hear any defense to the charges of the Board, including any witnesses that the alleged violator, the LOT owner, or the Board may produce.

7.3.3 If a hearing is requested, the Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. Failure of the person(s) alleged to be in violation, and the owner of the LOT which that person occupies or occupied at the time the violation was committed, to appear at the hearing shall constitute a waiver of the right to be heard.

(\$5,000.00) Dollars. Fines may continue to accrue until the maximum fine has been levied. In the event the Board of Directors determines to levy a fine, the Board of Directors shall send a written notice to the violator and the LOT owner, if the violator is not the LOT owner, advising the fine has been levied and requiring payment of the fine immediately upon receipt of such notice. The LOT owner shall be jointly and severally liable with the violator for payment of all fines.

7.3.4 Nothing herein shall be construed to interfere with any right that a LOT owner may have to obtain from a violator occupying his LOT payment in the amount of any fine or fines assessed against that LOT.

7.3.5 The Association shall be entitled to recover all attorney's fees and costs incurred in any action to collect a duly-levied fine regardless of whether fees or costs are incurred pre-litigation, trial or on appeal.

6. Amendment creating new subsection 7.1.3.1, to read as follows:

7.1.3.1 Lien for Charges or Individual Assessments. There is hereby created a common law and contractual lien to secure any service which the Association provides for a OWNER as contemplated herein. By way of example, but not limitation, a lien for Charges/Individual Assessments exists to secure repayment to the ASSOCIATION when it provides maintenance and/or repair services on an OWNER's account and to recover attorney's fees or costs from an OWNER as authorized herein. The lien for Charges or Individual Assessments shall be of equal priority to, shall be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the lien for assessments for common expenses.

7. Amendment to Article 7.8 of the Declaration, to read as follows:

7.8 Enforcement By or Against Other Persons. In addition to the foregoing, this DECLARATION, any requirements of the Homeowners' Associations Act (Chapter 720, Florida Statutes), and the requirements of any of the documents governing the community, including but not limited to the Rules and Regulations and Architectural Guidelines may be enforced by DECLARANT (so long as DECLARANT is an OWNER, or the ASSOCIATION, against any OWNER, the OWNER's family, tenants, guests, and invitees by any procedure at law or in equity against any person violating or attempting to violate any of the above provision herein; to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation or other adversarial/enforcement action, including but not limited to correction pursuant to Article 7.2.4 of this DECLARATION and proceedings associated with Section 720.311, Florida Statutes (as amended or renumbered from time to time) to enforce this DECLARATION, including attorney's fees; shall be borne by the person against whom enforcement is sought, which expenses shall be charged and assessed against the OWNER and secured by a lien. The lien shall also secure any interest, late fees, costs and attorney's fees associated with collection of the amount due and the ASSOCIATION may take action to collect said amount by foreclosure of the lien in the same manner as foreclosure of the lien for common expenses, provided that such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any Any OWNER shall likewise have a right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of the violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorney's fees. The prevailing party in any dispute between the Association and any OWNER or OWNER's family, tenants, guests and invitees shall be entitled to an award of attorney's fees and