

Prepared by:
Randall K. Roger & Associates, P.A.
121 NW 53rd Street, Suite 300
Boca Raton, FL 33487

**Certificate of Amendment to the
Declaration of Condominium for
Symphony North, a Condominium**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium for Symphony North, a Condominium ("Declaration"), as described in Official Records Book 41004 at Page 323 of the Public Records of Broward County, Florida was duly adopted in accordance with the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of April, 2007, at Fort Lauderdale, Broward County, Florida.

By: Lauri M. Hirsch

Print: Lauri M. Hirsch

Attest: J. Frank Rodriguez

Print: J. FRANK RODRIGUEZ, PRES

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19 day of April, 2007, by J. Frank Rodriguez as President and Lauri Hirsch as Secretary of Symphony North Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me ~~or have produced~~ personally known as identification.



JUDY KAY DRAGO
MY COMMISSION # DD 307942
EXPIRES: August 1, 2008
Bonded Thru Budget Notary Services

NOTARY PUBLIC:

sign Judy Kay Drago

**AMENDMENT TO THE
DECLARATION OF SYMPHONY NORTH,
A CONDOMINIUM**

(additions indicated by underlining, deletions by "----" and
unaffected language by "...")

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium and the Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the provisions set forth below.

- 17.8 Sale and other Transfers or Financing Approval. In order to maintain a community of congenial residents and in an effort to protect the community from residents who have demonstrated a propensity towards conduct that might threaten the safety and health of the residents, the transfer of Units by any Owner shall be subject to the following provisions as long as this Declaration is in effect, which provisions each Owner covenants to observe.

(a) Sale\Lease. No Owner of a Unit may dispose of a Unit or any interest in a Unit or improvements thereon by sale or lease without approval of the Association, except to the Owner of another Unit.

(b) Gift. If any Owner shall acquire his/her title by gift, the continuance of his or her ownership of his or her Unit shall be subject to the approval of the Association.

(c) Devise or Inheritance. If any Owner shall acquire his or her title by devise or inheritance, the continuance of his or her ownership of his or her Unit shall be subject to notification of such transfer to the Association.

(d) Other Transfers. If any Owner shall acquire his or her title by any manner not considered in the foregoing subsections, the continuance of his or her ownership of his or her Unit shall be subject to the approval of the Association.

17.8.1 Approval by Association - Sale. The approval of the Association required for the transfer of ownership of a Unit shall be obtained in the following manner:

(a) Notice to Association. An Owner intending to make a bona fide sale of a Unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended purchaser, any documentation concerning the transaction, and such other information concerning the intended purchaser as the Association may reasonably require which may include a personal interview with the prospective assignee and purchaser, at the discretion of the Board. In addition, the Board may require the applicant to pay a transfer/application fee in an amount not to exceed the highest amount allowed by law as same may be amended from time to time. If the Board requires a transfer/application fee, no application shall be considered complete without the payment of the fee. The application process shall apply to any prospective purchaser, any transferee except by way of devise or inheritance.

(b) Bona Fide Sale: Only those individuals approved by the Board, in advance and in writing, may occupy a Unit by sale, and occupancy by an individual prior to approval may be grounds for disapproval of said sale.

(c) Grounds for Disapproval. If any applicant makes or provides a material misrepresentation on the application, including, but not limited to, any unduly inflated property appraisals has omitted any portion of the contract documents,, addendum, assignment or rider, or has committed a crime of a nature that in the reasonable belief of the Association may threaten the safety and health of the residents of the community, the Board may disapprove the applicant. In the event of disapproval of the applicant under this clause, the proposed sale shall be void, and the seller shall have no recourse against the Association. The Association may utilize its subjective standard, as it solely and exclusively determines.

(d) Any other Disapproval. If the Board disapproves an applicant for any reason other than the reasons listed in 17.8.1 (c) above, then the Seller may demand that the Association either purchase the Unit or provide an approved purchaser on the following terms and conditions:

(i) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) M.A.I. Appraisers, one (1) appointed by the seller and one (1) appointed by purchaser, who shall base

their determination upon an average of their appraisals of the Unit and improvements thereon; and a judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. In any such action for specific performance, the prevailing party shall be entitled to receive reasonable attorneys' fees and court cost incurred.

(ii) The purchase price shall be paid in cash, or upon terms approved by the seller.

(iii) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase or within ten (10) days after the determination of the sales price, if it is by arbitration, whichever is the later.

(iv) A certificate of the Association, executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(v) If the Association shall fail to provide a purchaser upon the demand of the Owner in the manner provided (and only in the instance when such obligation exists), or if a purchaser furnished by the Association shall default in his or her agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. This certificate shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(vi) Time limit for Approval. Within thirty (30) days after receipt of notice, all requested information and the transfer/application fee, the Association must either approve or disapprove the proposed transaction. The 30-day period shall only begin once all the required information and transfer/application fee has been provided to the Association.

17.8.2 Approval by Association - Leases. Leasing of Units or portions thereof shall not be subject to the prior written approval of the Association, but each lease shall be in writing and shall specifically provide (or, if it does not, shall be automatically deemed to provide) that 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), the Master Covenants, and with any and all rules and regulations

adopted by the Association and/or the Master Association from time to time (before or after the execution of the lease).

(a) 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 Condominium Association, whether prior or subsequent to such lease.

(b) If so required by the Association, a tenant wishing to lease a Unit 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 by in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. No lease of a Unit shall be for a period of less than thirty (30) days.

(c) 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 or prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

17.8.3 Approval by Association - Financing. No Unit Owner may refinance any Unit without the advance written approval of the Association. Association shall be provided with a letter confirming financing approval from lender which letter shall indicate value of Unit upon which financing is based and include a copy of the appraisal. Absent any appearance of misrepresentation, Association shall approve said transaction.