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THIS INSTRUMENT PREPARED BY:
Carl L. Johnson
Attorney at Law
2731 N.W. 41st Street, Suite B-3
Gainesville, Florida 32606

CERTIFICATE OF AMENDMENT
OF
DECLARATION OF CONDOMINIUM
OF
PALMETTO VILLAS CONDOMINIUM

RETURN TO:
LAW OFFICE OF
CARL L. JOHNSON
2731 N.W. 41st STREET, SUITE B-3
GAINESVILLE, FLORIDA 32606

The undersigned, hereby certify that the Declaration of Condominium of PALMETTO VILLAS CONDOMINIUM, as recorded in Official Record Book 1319, page 688 of the Public Records of Alachua County, Florida, has been amended pursuant to Section 16 thereof. The attached amendments were duly adopted pursuant to the terms of Section 16.2 thereof. The amendments shall be effective upon the recording of this certificate in the Public Records of Alachua County, Florida.

Dated this _____ day of February, 1993.

WITNESSES:

PALMETTO VILLAS CONDOMINIUM
ASSOCIATION, INC.

Virginia G. ...
Robert ...

By: *Ken Solomon* 645-515-5740
Ken Solomon, President

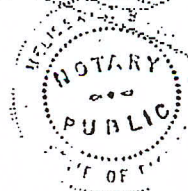
By: *Marc Branch* 352-554 4605
Marc Branch, Secretary

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared KEN SOLOMON and MARC BRANCH, well known to me to be the President and Secretary respectively of PALMETTO VILLAS CONDOMINIUM ASSOCIATION, INC., that they severally acknowledged executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of February, 1993.

Michael K. ...
Notary Public
My commission expires: 12-19-93



RECORDED
PUBLIC RECORDS
FEB 15 PM 1:40
CLERK OF CIRCUIT
JUDICIAL DISTRICT
ALACHUA COUNTY, FLA.

1182079

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Amendment

Delete Article 12 and all sub-sections except 12.6 CONDOMINIUM DOCUMENTS
from the declaration.

Article 12 is attached with deletion marked.

12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of
congenial residents who are financially and socially responsible, and thus
protect the value of the Condominium Property, the transfer and mortgaging
of Units by other than the Developer shall be subject to the following
provisions:

~~12.1 TRANSFERS SUBJECT TO APPROVAL.~~

~~a. SALE. No Unit Owner may dispose of a Unit or any interest in
a Unit, by sale or otherwise, without approval of the grantee by
the Association.~~

~~b. LEASE. No Unit Owner may dispose of a Unit or any interest
in a Unit by lease without approval of the lessee by the Association.
No lease may be made for less than a three (3) month consecutive
period nor shall any transient accommodations be provided.~~

~~c. GIFT. If any person shall acquire his title or right to
occupy by gift, the continuance of his ownership or occupancy of
the Unit shall be subject to the approval of the Association.~~

~~d. DEVISE OR INHERITANCE. If any Unit Owner shall acquire his
title by devise or inheritance, the continuance of his ownership
of the Unit shall be subject to the approval of the Association.~~

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~~o COVER TRANSFERS. If any Unit Owner shall acquire his title or the right to occupy by any manner not considered in the foregoing subsections, the continuance of his ownership or occupancy right of the Unit shall be subject to the approval of the Association.~~

~~12.2 APPROVAL BY ASSOCIATION. The approval by the Association that is required for the transfer of all or part of ownership of Units shall be obtained in the following manner:~~

~~a. NOTICE TO ASSOCIATION.~~

~~(1) SALE. A Unit Owner intending to make a "bona fide" sale of his Unit shall give to the Association notice of such intention together with such information concerning the intended purchaser as the Association may require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser for the Unit if the proposed purchaser is not approved. The notice shall be accompanied by an executed copy of the proposed contract of sale and purchase.~~

~~(2) LEASE. A Unit Owner intending to make a "bona fide" lease of his entire Unit shall give to the Association notice of such intention, together with the name, address, and such other information concerning the intended lessee as the Association may require, and a copy of the proposed lease. A demand for a substitute lessee may be made as heretofore provided.~~

~~(3) GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the Unit Owner as the Association may require and a copy of the instrument evidencing the owner's title.~~

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~~(4) FAILURE TO GIVE NOTICE. If the required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove the same. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.~~

~~(5) BONA FIDE OFFER. A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds.~~

~~b. CERTIFICATE OF APPROVAL.~~

~~(1) TRANSFER FEE. The granting of any certificate of approval shall be based upon the condition that the transferee pay to the entity conducting the investigation a fee determined in accordance with the By-Laws. The recording of the approval shall be deemed proof that the fee was paid. If not paid, it shall be treated as a delinquent common expense.~~

~~(2) SALES OR LEASES. If the proposed transaction is a sale or lease, then within thirty (30) days after receipt of such notice and information concerning the proposed purchaser or lessee (including references to character and financial inquiries) that the Association may request, the Association must either approve or disapprove the proposed transaction. If the transaction is a sale, the approval shall be stated in a certificate executed in accordance with the By-Laws of the Association, the form of which is attached thereto as Exhibit A, which shall be recorded, at the expense of the party~~

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~~recording the deed, in the Public Records as an attachment to the instrument of conveyance. If the transaction is a lease, the approval shall be executed in accordance with the By-Laws of the Association and delivered to the lessor. The liability of the Unit Owner under the terms of this Declaration shall continue notwithstanding the fact that the Unit may have been leased.~~

~~(9) GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. If the Unit Owner giving notice has acquired his title or occupancy by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of the notice and information required to be furnished concerning such owner, the Association must either approve or disapprove the continuance of the Unit Owner's ownership or occupancy of the Unit. If approved, the approval shall be given in a certificate executed by the Association in accordance with the By-Laws of the Association, the form of which is attached thereto as Exhibit A, and which shall be recorded in the Public Records of Alachua County, Florida, as hereinabove provided.~~

~~(4) APPROVAL OF CORPORATE OWNER OR PURCHASER. If the proposed purchaser of a Unit is a corporation or other entity, the approval of the ownership by the entity will be conditioned upon requiring all persons who shall be Officers of the Unit to be approved by the Association and that the principle of the corporation or entity shall guarantee the performance by the entity of the provisions of this instrument, including the Lease Agreement (if applicable), and execute either a copy thereof or a certificate to that effect.~~

~~12.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of ownership or the leasing of a Unit, the matter shall be disposed of in the following manner:~~

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~~(1) The sale price shall be the fair market value determined by agreement between the Seller and Purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement, the price shall be determined by an independent appraiser appointed by the Chairman of the local Board of Realtors. Upon determination of the price, the owner and purchaser shall execute a bona fide contract of purchase and sale of the Unit.~~

~~(2) The purchase price shall be paid in cash.~~

~~(3) The sale shall be closed within thirty (30) days following the determination of the sales price.~~

~~(4) The contract shall be the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Alachua County, Florida.~~

~~(5) If the Association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the Association shall default in his agreement to purchase, the provisions of paragraph 12.3b(3) shall apply.~~

~~(6) If an individual has acquired a right to occupy the Unit and if the continuance thereof is disapproved the Unit shall be vacated by the occupant and Association may purchase as set forth above.~~

~~12.4 MORTGAGE. No Unit Owner may mortgage his Unit, or any interest therein, without the approval of the Association, except to an Institutional Mortgagee, Developer, or to a vendor to secure a portion or all of the purchase price.~~

~~12.5 EXCEPTIONS; DILATION. The foregoing provisions of this Section entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by, an Institutional Mortgagee that acquired its title as the result of a deed from the Mortgagee in lieu of foreclosure or through foreclosure proceedings, except this Section 12.5 shall apply.~~

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a. ~~NO REQUEST FOR SUBSTITUTE~~. If the proposed transaction is not approved and the Unit Owner has made no demand for providing a substitute purchaser or lessee, the Association shall deliver a certificate of disapproval executed in accordance with the By-Laws of the Association and the transaction shall not be consummated.

b. ~~SALE OR LEASE - REQUEST FOR SUBSTITUTE~~. If the proposed transaction is not approved, and the request for substitute has been made, the Association shall deliver, or mail by registered mail, to the Unit Owner a bona-fide agreement to purchase or rent the Unit by a purchaser or lessee approved by the Association who will purchase or lease and to whom the Unit Owner must sell or lease the Unit upon the following terms:

- (1) The price to be paid and the terms of payment shall be that stated in the disapproved offer to sell or rent.
- (2) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase. The lease shall take effect as of the date of the proposed lease.
- (3) If the Association shall fail to provide a purchaser or lessee upon the demand of the Unit Owner in the manner provided, or if a purchaser or lessee furnished by the Association shall default in his agreement to purchase or lease then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided.

c. ~~GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS~~. If the Unit Owner has acquired the title by gift, devise or inheritance, or in any other manner, and the continuance is disapproved, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

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~~a. PROVISION. After an Institutional Mortgagee acquires title to an apartment as hereinabove provided, such Institutional Mortgagee shall be subject to all of the provisions of this instrument.~~

~~b. PROVISION. Should any purchaser acquire title to a Unit at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the Association of such fact and shall be governed by Paragraph 12.5c, and all of the provisions of this instrument.~~

12.6 CONDOMINIUM DOCUMENTS. It shall be the responsibility of the transferor of a Condominium Unit to transfer to transferee all the Condominium Documents originally provided to said transferor. Notwithstanding this Paragraph 12.6, the transferee shall be bound by the terms of those instruments even though the transferor has failed to comply herewith.

~~12.7 UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association.~~

~~12.8 PROVISION. No certificate of approval shall be issued by the Association, as provided in this Paragraph 12 and the By-Laws, until all sums due by the Unit Owner pursuant to this Declaration are current and paid.~~

~~12.9 INAPPLICABILITY TO DEVELOPER. None of the provisions of this Paragraph 12 shall apply to any Unit owned, initially or reacquired, by Developer and said firm may sell or lease any such units as it deems fit.~~

~~12.10 INTER-FAMILY TRANSFERS. None of the provisions of this Paragraph 12 shall apply to a transfer between joint or co-tenants, or among spouses, or immediate families where the grantee is not to take immediate possession (i.e. life estate deed, joint tenancy with children, etc.). However, they shall govern at the time that any previously unapproved party takes possession of a unit.~~

~~12.11 EXEMPTION FROM LIABILITY FOR DISAPPROVAL. The Association, its agents or employees, shall not be liable to any person whatsoever for the~~

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~~approving or disapproving of any person pursuant to this Paragraph 12, or
for the method or manner of conducting the investigation, The Association,
its agents or employees shall never be required to specify any reason for
disapproval.~~

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