

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQUIRE
Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112)

99-103105 T#001
02-22-99 11:00AM

**CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF
WESTWOOD COMMUNITY FIVE ASSOCIATION, INC.**

WHEREAS, the Declaration of Restrictions for Westwood Community Five has been duly recorded in the Public Records of Broward County, Florida, in Official Record Book 5657 at Page 601; and

WHEREAS, the By-Laws for Westwood Community Five Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Westwood Community Five Association, Inc., a Florida not-for-profit corporation, held on February 1, 1999, the aforementioned Declaration of Restrictions and By-Laws were amended pursuant to the provisions of said Declaration and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration and By-Laws are true and correct copies of the amendments as amended by the membership:

**AMENDMENTS TO THE
BY-LAWS OF
WESTWOOD COMMUNITY FIVE ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE V

ASSESSMENTS.

* * *

- 2. When the Board of Directors has determined the amount of any assessment, the Treasurer of the ASSOCIATION shall mail or present to each lot owner a statement of said lot owner's assessment. All assessments shall be payable to the Treasurer of the ASSOCIATION ~~and, upon request, said Treasurer shall give a receipt for each payment made to him.~~ Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ~~thirty (30) days~~ fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency, at ~~8%~~ 10% per annum, and shall be subject to an administrative late fee not to exceed \$10.00 for the first three (3) monthly installments which are delinquent and, thereafter, each delinquent monthly installment shall be subject to an administrative late fee not to exceed \$25.00, and the ASSOCIATION may bring an action of law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for

herein by non-use of facilities or services provided or abandonment of his lot. In addition to and cumulative to the remedies provided for hereinabove and in the Declaration of Restrictions, the ASSOCIATION may suspend the voting rights of any member for non-payment of regular monthly assessments to the extent of any delinquency in excess of ninety (90) days.

* * *

ARTICLE X

REMEDIES.

All of the ASSOCIATION's remedies set forth herein and in the Declaration of Restrictions shall be cumulative. In addition to the remedies provided for in the Declaration of Restrictions, should any rules and regulations adopted by the ASSOCIATION, the Declaration of Restrictions, these By-Laws or the Articles of Incorporation be violated by any member, or any member's family, guest, tenant, licensee or invitee, the ASSOCIATION may levy reasonable fines not to exceed the maximum amount permitted by the provisions of Chapter 617, as same may be amended from time to time, and if the foregoing Statute is silent, in such amounts as the Board may establish. No fine may be imposed except in accordance with the procedures set forth in the provisions of Chapter 617, as same may be amended from time to time, and if the foregoing Statute is silent, in accordance with the procedure established by the Board.

ARTICLE XI

NOTICE OF TRANSFERS OF LOTS.

The operation and maintenance of the recreational facilities requires the ASSOCIATION to know who is entitled to use those facilities. In order to provide the ASSOCIATION with this information, any lot owner transferring a lot, whether by sale, lease, gift, devise, inheritance or any other form of transfer, will notify the ASSOCIATION in writing of the nature of the transfer and, if the transfer is temporary, such as a lease, the term of the lease, together with the address of the lot which is the subject of the transfer, the names of all persons who will own and/or occupy the lot pursuant to the transfer, and such other information as the ASSOCIATION may reasonably require on forms to be provided by the ASSOCIATION. This provision is not intended to provide the ASSOCIATION with any rights to approve or disapprove any such transfers or exercise any right of first refusal in connection therewith. Rather, this provision is only intended to afford the ASSOCIATION written notice of those persons who will own and/or occupy the lots within the community and thereby have the right to use and enjoy the recreational facilities. The Association shall have the right to charge a \$50.00 fee in connection with all transfers of units for the purpose of offsetting administrative costs, as well as the costs of keys, documents and any other items provided to new purchasers.

* * *

WITNESS my signature hereto this 12 day of February, 1999, at Tamarac, Broward County, Florida.

WESTWOOD COMMUNITY FIVE ASSOCIATION, INC.

Helen Silvers
Witness

By: Joseph Hersh
President

HELEN SILVERS
(PRINT NAME)

Shirlee Hoffman
Witness

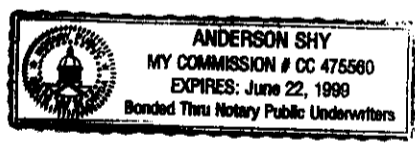
Attest: Bruce Hoffman
Secretary

SHIRLEE HOFFMAN
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 12 day of February, 1999, by Helen Silvers and _____, as _____ and _____, respectively, of **Westwood Community Five Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Anderson Shy (Signature)
Anderson Shy (Print Name)
Notary Public, State of Florida at Large



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