

W.S.  
C.W.

This instrument was prepared by:  
**KENNETH S. DIREKTOR, ESQUIRE**  
Becker & Poliakoff, P.A.  
625 North Flagler Drive, 7<sup>th</sup> Floor  
West Palm Beach, FL 33401

**CORRECTIVE  
CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE CYPRESS AT WOODMONT, A CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for The Cypress At Woodmont, A Condominium**, has been duly recorded in the Public Records of Broward County, Florida, in Official Record Book **7796** at Page **229**;

WHEREAS, at a duly called and noticed meeting of the membership of **Holly Court At Woodmont, A Condominium Association, Inc.**, a Florida not-for-profit corporation, held on **January 25, 2007**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium;

WHEREAS, the Association recorded a Certificate of Amendment on March 15, 2007, in Official Record Book **43751** at Page **1259** of the Public Records of Broward County, Florida; and

WHEREAS, the Certificate of Amendment reflects a clerical error in that Article XI, Section B.2 does not reflect the entirety of the amendment that was approved by the Association.

NOW, THEREFORE, the undersigned hereby certify that the amendment to Article XI, Section B.2 of the Declaration of Condominium should read as follows:

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE CYPRESS AT WOODMONT, A CONDOMINIUM**

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~",  
unaffected text indicated by "...")

**ARTICLE XI**

**SALE, RENTAL, MORTGAGING, OR OTHER  
ALIENATION OF CONDOMINIUM UNITS**

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B. Mortgage And Other Alienation of Units.

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2. No judicial sale of a Unit or any interest therein shall be valid unless:

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(c) At the time of submission of an application for residency pursuant to a proposed sale of a Unit as elsewhere provided herein, the person seeking approval to purchase a Unit ("remitter/buyer") shall be required to remit to the Association certified funds equal to the total of the next four (4) quarter's Maintenance fees. Such sum shall be calculated using the prevailing quarterly maintenance rate for the subject Unit. Such funds must be tendered to the Association along with the screening package or the screening will not be conducted. In the event the transfer is disapproved by the Association as provided herein, the funds will be returned to the remitter/buyer within ten (10) days of such disapproval. In the event the transfer is approved, the sums shall be held in escrow by the Association pursuant to the following terms and conditions:

(I) All sums received by the Association under this provision will be kept in an interest bearing account and shall not be commingled with other funds of the Association.

(II) The sums tendered relative to any purchase and sale, including any accrued interest, shall be disbursed to the Association under the following conditions:

(a) Title is transferred as a consequence of the Unit being foreclosed by a lienholder other than the Association; or

(b) Title is transferred as a consequence of the Unit being foreclosed by the Association for past due maintenance; or

(c) Title is transferred, voluntarily or involuntarily, and maintenance, assessments, late fees, interest, cost of collection, attorney's fees and costs are due and owing to the Association; or

(d) Upon the filing of any bankruptcy by any of the owners of the Unit; or

(e) Title is transferred by virtue of a deed in lieu of foreclosure.

(III) In the event of the occurrence of any of the events described in subparagraph (II), (a) through (e) above, the Association shall disburse the escrow funds to the Association as reimbursement for any past due maintenance, special assessments, late fees, interest, costs of collection, damage to common area, fines, attorney's fees and costs incurred by, or due and owing to the Association relative to the subject unit. The balance remaining in escrow after disbursement to the Association, if any, shall be disbursed to remitter/buyer.

(IV) In the event title is not transferred as described in subparagraph (II) above, and remitter/buyer has established an on time payment history with the Association for thirty-six (36) consecutive months, or the Unit is subsequently sold by remitter/buyer, whichever date is earlier, the sums which were earned on the funds during the time the same were held by the Association will only be disbursed to the remitter/buyer or his heirs or assigns upon the written request of same via certified U.S. Mail after expiration of the term as described above.

(V) Terms of disbursement of escrow funds to the Association are as follows:

(a) Maintenance is due on the first of the month. After a grace period of ten (10) days, an attorney's letter will be sent out.

(b) After a delinquency period of twenty (20) additional days, money shall be withdrawn from the escrow account by the Association to cover the debt.

(c) The delinquent party must then replace the withdrawn funds within thirty (30) days or a lien will be placed on the property by our attorneys.

(d) Once the funds have been replaced by the delinquent party, the thirty-six (36) month period shall begin again.

(VI) In the event of a special assessment levied by the Holly Court Board of Directors, and a delinquency in payment for said assessment, the aforementioned rules shall also apply.

WITNESS my signature hereto this 5 day of April, 2007, at Tamarac, Broward County, Florida.

HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC.

Lawrence Feinberg  
Witness  
LAWRENCE FEINBERG  
(PRINT NAME)

By: Philip Liff  
President

Ruth Feinberg  
Witness  
RUTH FEINBERG  
(PRINT NAME)

Attest: [Signature]  
Secretary

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 7 day of April, 2007, by \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively, of Holly Court At Woodmont, A Condominium 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.

Renee B. Chamer (Signature)

Renee B. Chamer (Print Name)

Notary Public, State of Florida at Large

