

# Holly Court at Woodmont

A Condominium Association, Inc.

**Office:**

Poolside- 8795 Holly Court  
Tamarac, Fl. 33321-2014  
(305) 753-9080 (RAM)

March 29, 2007

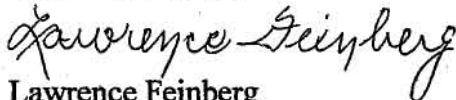
Dear Resident:

We are enclosing a copy of Certificate of Amendment that has been recorded with Broward County on March 15, 2007. The Amendment refers to the requirement of a security deposit of one (1) year's maintenance to be held for three (3) years from all NEW purchasers. This Amendment was voted on and passed by more than 75% of the Holly Court residents, as required, for approval in January 2007.

This Amendment should be inserted in your copy of the Holly Court at Woodmont Association Condominium, Inc. By-Laws.

Thank you for your cooperation in this matter.

Board of Directors



Lawrence Feinberg  
Treasurer

LF:bgf  
Encl.

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

**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; and

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.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration of Condominium is a true and correct copy of the amendment as amended by the membership:

**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

\* \* \*

B. Mortgage And Other Alienation of Units.

\* \* \*

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

\* \* \*

(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 approve 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 1st day of MARCH, 2007, at  
Tamarac, Broward County, Florida.

**HOLLY COURT AT WOODMONT, A  
CONDOMINIUM ASSOCIATION, INC.**

Ruth Feinberg  
Witness  
RUTH FEINBERG  
(PRINT NAME)

By: Philip Leff  
President

Lawrence Feinberg  
Witness  
LAWRENCE FEINBERG  
(PRINT NAME)

Attest: [Signature]  
Secretary

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 1st day of  
MARCH 2007, by PHILIP LEFF and  
ANDRE MUADEW, as PRESIDENT and SECRETARY, 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 DL as identification and did take an oath.

[Signature] (Signature)  
OMAR MAQSOOD (Print Name)  
Notary Public, State of Florida at Large

WPB\_DB: 311682\_1



This instrument was prepared by:  
Robert Rubinstein, Esquire,  
BECKER & POLIAKOFF, P.A.  
3111 Stirling Road  
Fort Lauderdale, FL 33312



INSTR # 99260557  
OR BK 29464 PG 0701  
RECORDED 05/18/99 10:44 AM  
COUNTY RECORDS DIVISION  
BROWARD COUNTY  
DEPUTY CLERK 1012

CERTIFICATE OF AMENDMENT  
TO THE BY-LAWS OF  
HOLLY COURT AT WOODMONT,  
A CONDOMINIUM ASSOCIATION, INC.

THIS IS NOT AN

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws, an Exhibit to the Declaration of Condominium of The Cypress At Woodmont, as recorded in Official Records Book 7796 at Page 229 of the Public Records of Broward County, Florida, was duly adopted in the manner provided in the Condominium Documents at a meeting held May 6, 1999.

IN WITNESS WHEREOF, we have affixed our hands this 6 day of May, 1999, at Tamarac, Broward County, Florida.

WITNESSES

HOLLY COURT AT WOODMONT, A  
CONDOMINIUM ASSOCIATION, INC.

Sign Lawrence Feinberg  
Print LAWRENCE FEINBERG

Shelly Gross  
Shelly Gross, President

Sign Mervyn Levine  
Print MERVYN LEVINE

Address: 8799 Holly Ct.  
TAMARAC FL 33324

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of May, 1999, by Shelly Gross, as President of Holly Court At Woodmont, A Condominium Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known  OR  
Produced Identification   
Type of Identification \_\_\_\_\_

sign Phyllis J. Roberts  
print Phyllis J. Roberts  
My Commission expires: 1/29/2000

Document #214634



Q

A MESSAGE FROM THE HOLLY COURT CONDO ASS'N. BOARD OF DIRECTORS

THE FOLLOWING RULES AND REGULATIONS HAVE BEEN ESTABLISHED BY THE BOARD OF DIRECTORS OF HOLLY COURT IN ORDER TO HELP RETAIN AND MAINTAIN THE QUALITY OF LIFE IN OUR COMMUNITY WHICH WE HAVE ENJOYED THESE PAST MANY YEARS.

THESE RULES ARE IN YOUR OWN INTEREST AND WILL HELP TO PRESERVE THE VALUE OF YOUR PROPERTY. WE CANNOT AND WILL NOT PERMIT HOLLY COURT TO DETERIORATE. WE THEREFORE ASK YOUR CO-OPERATION IN MAINTAINING THE LEVEL OF QUALITY THAT NOW EXISTS.

PLEASE DO NOT IGNORE ANY VIOLATION WHEN YOU WITNESS ONE....SPEAK UP! IT'S YOUR PROPERTY...LET'S KEEP IT BEAUTIFUL SO THAT WE CAN ALL SAY "WE'RE GLAD THAT WE LIVE IN HOLLY COURT".

Court Board of Directors, and a delinquency in payment for said assessment, the  
aforementioned rules shall also apply.

\* \* \* \* \*

WITNESS my signature hereto this 1st day of MARCH, 2007, at  
Tamarac, Broward County, Florida.

HOLLY COURT AT WOODMONT, A  
CONDOMINIUM ASSOCIATION, INC.

**THIS IS NOT AN OFFICIAL COPY**

Witness [Signature] By [Signature] President  
RUTH FEINBERG  
(PRINT NAME)

Witness [Signature] Attest [Signature] Secretary  
LAWRENCE FEINBERG  
(PRINT NAME)

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 1st day of MARCH 2007, by PHILIP LEFF and ANDRE MCHADES, as PRESIDENT and SECRETARY, 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 DL as identification and did take an oath.

[Signature] (Signature)  
OMAR MARSOOD (Print Name)  
Notary Public, State of Florida at Large

WPS\_DB: 311682\_1





W. H. Carl

This instrument was prepared by:  
**KENNETH S. DIREKTOR, ESQUIRE**  
Becker & Pollakoff, 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**

\*\*\*

B. Mortgage And Other Alienation of Units.

\*\*\*

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

\*\*\*



(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.

THIS IS NOT AN OFFICIAL COPY

WITNESS my signature here to 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

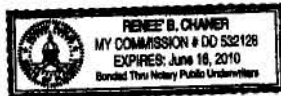
RUTH FEINBERG  
Witness  
RUTH FEINBERG  
(PRINT NAME)

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. Chaner (Signature)  
Renee B. Chaner (Print Name)  
Notary Public, State of Florida at Large



WPB\_DB: 314593\_1

(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.

AMENDMENT TO THE  
BY-LAWS OF HOLLY COURT AT WOODMONT,  
A CONDOMINIUM ASSOCIATION, INC.

Article 4, Section (g) of the By-Laws is be amended to read as follows:

(g) To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the Corporation, and the regulations for the use of the property in the condominium. To facilitate the enforcement of all the Condominium Documents including, the Declaration of Condominium, Articles of Incorporation, the By-Laws, and Rules and Regulations, the Board of Directors of the Condominium Association is herewith empowered to levy and impose a fine for the infraction and/or violation of any section of these documents.

When an alleged violation is brought to the attention of the Board of Directors, the Board must determine if there is a probability of a violation. If it is the determination of the Board that there is such a probability, a notice describing the alleged violation shall be sent to the alleged violator, via United States Certified Mail, Return Receipt Requested, such notice also stating the date, time and place and requesting the attendance of the alleged violator at a hearing expressly called so as to determine the guilt or innocence of the alleged violator. The date of the meeting shall not be less than 14 days after the mailing of the notice to the alleged violator. The final determination as to whether a fine is to be imposed shall be made at the hearing by a panel of not less than seven (7) unit owners selected and drawn by lot by the Secretary of the Association from a current list of unit owners, but in no event shall an officer or director of the Association be a member of this panel.

If a fine is imposed, the amount of the fine shall also be determined by the panel, but no fine shall exceed the amount of \$25.00 for the first offense, \$50.00 for the second offense of the same type, \$75.00 for the third offense of the same type, or \$100.00 for the fourth or more offense of the same type, but in no event shall the total of the fines imposed for the same type of violation exceed the sum of \$1,000.00. Fines so levied, shall be payable to the Association no later than the tenth of the month following the month in which the fine was levied. Failure to make payment by this time shall subject the violator to interest at the highest rate permitted by law and this interest rate also applies to any judgment or decree entered on the underlying debt. Violations and/or infractions made by a guest, tenant, servant, or employee of the unit owner do not relieve the unit owner of potential liability for these violations or infractions.

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

*willcut*

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

**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 Pages 229; and

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.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration of Condominium is a true and correct copy of the amendment as amended by the membership:

**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

\*\*\*

B. Mortgage And Other Alienation of Units.

\*\*\*

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

(5)

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