

CERTIFICATE OF AMENDMENT/ADDITION TO THE DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS, BYLAWS FOR SAPPHIRE PARK RECREATION ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT is executed this 14 day of August, 2009, by SAPPHIRE PARK RECREATION ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as ("Association")).

WHEREAS the Association has been established for the operation of the Sapphire Park, in accordance with the Declaration of Covenants, Conditions, and Restrictions and related documents which were recorded in Official Records Book 22959, Page 678 of the Public Records of Broward County, Florida, and as subsequently amended (the "Declaration"); and

WHEREAS at a duly noticed Special Meeting of the Members and the Board of Directors held on the Seventh day of February, 2009 (the "Special Meeting") at which a quorum of the owners were present and in person and by proxy and a quorum of Directors were present in person, an amendment to Article X Section E, of the Declaration and amendments to sections 3.2 and 3.4 of the Bylaws were submitted to the owners and Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration the proposed amendment to Article X sections E, of the Declaration and amendments to sections 3.2 and 3.4 of the Bylaws were approved.

NOW, THEREFORE, the Association does hereby state the following:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Deletions are indicated by ~~strikeout~~, additions by underlining.

3. Article X Section E of the Declaration is hereby amended as follows:

A. Leases

No Portion of a Home (other than an entire Home) may be rented. All leases shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of these Recreational Covenants, the Articles, Bylaws, of applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The owner of a leased Home shall be Jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into. **No Home Owner may dispose of a Home or any interest therein by lease without the prior written approval of the Association. All leases, addendums, and lease renewals shall be in writing and on forms approved by the Association and shall provide and/or deemed to provide that the Association shall have the right to terminate the lease and bring an action for eviction upon default by the tenant or other occupant of the demised property in observing any of the provisions of this Declaration, the Articles of Incorporation, and By Laws of the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Association or administered by the Association. The owner of a leased Home shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to Association property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into. Leasing of property shall be subject to an application and screening process which may include, but is not limited to, credit check, employment, criminal background check, and personal reference investigations. The Association, in its sole discretion, may charge a reasonable fee to each applicant screened under this provision as determined by the Board of Directors. If the Homeowner shall lease his Home, he shall remain liable for the performance of all agreements and covenants in the governing documents, and shall be liable for the violations by his lessee of any and all use restrictions. The owner leasing his Home shall have the obligation and responsibility to advise the lessee of his Home of all the Association's rules and regulations appertaining to the use of the home.**

4. Section 3.2 of the Bylaws is hereby amended as follows:

3.2. ~~The Members shall meet annually ("Annual Members' Meeting"). The Annual members' Meeting shall be hold at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members'~~

Meeting. The members shall meet annually ("Annual Member's Meeting") The Annual Members' Meeting shall be held at the community pool and on such day and at such time as designated by the Board in the notice of such meeting. This location shall not be changed except by vote of a simple majority of the owners to use an alternate location. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Member's Meeting.

5. Section 3.4 of the Bylaws is hereby amended as follows:

3.4. Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the annual Members' Meeting or special meetings (collectively "Hooting"), shall given to each Member entitled to vote thereat at his last known address it appears on the books of the Association and shall mailed to the said address not less than fourteen (14) days nor more than forty-five(45) days prior to the date of the meeting. Proof of such mailing shall given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Member's Meetings shall, in addition, specify the number of Directors of the Association to designated by Declarant and the number of Directors to elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice. The Internet shall be an additional means of communication in this provision of required notice to the owners and shall be equally sufficient as another means of providing notices on all matters. The internet being an alternate means of providing information and communication shall not replace a required written notice of all members meeting to be given to each member.

6. All other section of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this

14 day of August, 2009.

Witness

By: _____
Print: Robert Moses

By: _____
Print: George Prieto

SAPPHIRE PARK
RECREATION ASSOCIATION,
INC.

By: _____
Print: William Bennett
Title: President

(Acknowledgments continue on next page)

By: Kathryn A. McCommon
Print: KATHRYN A. McCommon

By: Pablo Santos
Print: Pablo Santos
Title: Secretary

By: Berly Anson
Print: Berly Anson

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of August, 2009 by William Bennett as President and by Pablo Santos as Secretary, respectively of Sapphire Park Recreation Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced _____ as identification and did/did not take an oath

Deborah Lisiewski
Signature of Notary

My Commission Expires:

