

CORRECTIVE CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
VIZCAYA AT PALM-AIRE ASSOCIATION, INC.

***To clarify the application of the Amendment recorded February 24, 2005
in OR Book 39124 at page 480 of the Public Records of Broward County,
Florida)***

***The purpose of this Corrective Certificate is to Clarify that the Amendment referred to above
was duly adopted by the requisite number of members of the condominiums known as
"Vizcaya Gardens at Palm-Aire, A Condominium" and "Vizcaya Towers at Palm-Aire, A
Condominium," and that it applies to both condominiums.***

Text to be added is underlined; text to be deleted is ~~stricken through~~

This Corrective Certificate of Amendment is executed this ~~22~~ ²⁹ day of June 2007, by VIZCAYA AT PALM-AIRE ASSOCIATION, INC., (hereinafter referred to as "ASSOCIATION"), a Florida corporation not-for-profit responsible for the administration of the condominiums known as **Vizcaya Gardens at Palm-Aire, A Condominium** and **Vizcaya Towers at Palm-Aire, A Condominium**, whose original Declarations of Condominium are recorded in the official records of Broward County in **OR Book 13632 at page 917 (Gardens)**, and in **OR Book 13853 at page 348 (Towers)**, respectively.

The following amendment to **Article 19.1** ("Sale, Transfer and Leasing of Units") of the Declaration of **Vizcaya Gardens at Palm-Aire, A Condominium** was duly adopted pursuant to the requirements of article 21 of the Vizcaya Gardens Declaration at the ASSOCIATION'S Special Members' Meeting on November 23, 2004, by adding the language on the attached page to Article 19.1 of the **Vizcaya Gardens** Declaration.

The same language was added to **Article 19.1** of the **Vizcaya Towers** Declaration pursuant to the requirements of article 21 of the Vizcaya Towers Declaration. It was adopted at the same meeting referenced above: the ASSOCIATION'S Special Members' Meeting on November 23, 2004.



This is to further certify that pursuant to **Article 24.1.1 of each Condominium's Declaration**, every member of both condominiums referenced above received the notice of meeting at which the vote was taken, and pursuant to **Article 24.1.1** of their respective Declarations they voted to adopt the amendment at that November 23, 2004 meeting. Inasmuch as Article 19.1 of each Declaration contained the identical text, the same amendment was presented to the members of each condominium. The approval of seventy-five (75%) per cent of the voting interests of each Condominium was required and obtained for adoption of the amendment, with the results recorded as follows:

	TOTAL UNITS	75 % REQUIRED	VOTED YES	VOTED NO	
GARDENS	24	18	19	0	PASSED
TOWERS	76	57	63	2	PASSED

The voters intended the recording date of that amendment (February 24, 2005) to be its effective date for *each condominium*.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first above written.

VIZCAYA AT PALM-AIRE ASSOCIATION, INC

[Signature]
 witness
[Signature]
 Witness
[Signature]
 Witness

[Signature]

 by: Ralph Calatchi, as President



Article 19 ("Sale, Transfer and Leasing of UNITS") has been amended to add the following underlined language to the article:

"In order to maintain a community of congenial and financially responsible UNIT OWNERS and to protect the value of the UNITS within the CONDOMINIUM, the sale, transfer and leasing of UNITS shall be subject to the following provisions:

"19.1. Notice to ASSOCIATION. If a UNIT OWNER intends to sell, transfer or lease his UNIT, or any interest therein, then prior to such sale, transfer or lease, the UNIT OWNER shall give the ASSOCIATION (i) written notice of such intention, together with the name and address of the intended purchaser, transferee or tenant, and such other information concerning any intended purchaser, transferee or tenant as the ASSOCIATION may reasonably request, (ii) an executed copy of the written agreement pursuant to which the sale, transfer or lease is intended to be consummated, and (iii) a nonrefundable fee in an amount set forth in the Rules and Regulations, which shall not exceed any maximum amount provided by law, (iv) documentation satisfying the Association that the purchase is contingent upon the purchaser's payment of a deposit of at least twenty (20%) percent of the unit's purchase price, thus assuring that the outstanding indebtedness for the purchase of the unit will not exceed eighty (80%) percent of the purchase price; (v) documentation satisfying the Association that the source of the down payment is not the Seller, nor any person, institution, or government entity in the business of loaning money or real estate; (vi) documentation satisfying the Association that there are no conditions or restrictions attached to the down payment, and that no one has any claim against the purchaser for payment or recovery of any portion of the down payment; and (vii) documentation satisfying the Association that no property serves as security for the repayment of the deposit. In the case of a proposed sale or voluntary transfer of a UNIT, the notice may provide that if the ASSOCIATION disapproves same, the ASSOCIATION will be required to purchase, or designate a purchaser for the UNIT. However, the Association will not be required to purchase the unit or find an alternate buyer if the parties to the contract fail to comply with the requirements of this paragraph, as the failure to comply makes the prospective purchaser/transferee facially unqualified for membership in the ASSOCIATION. Failure to comply with this paragraph makes the sales contract void at the outset, and the transfer simply cannot be made. The intended purchaser/transferee cannot occupy the unit even if he should somehow manage to complete the transaction without satisfying all the conditions of this article. In the case of a proposed lease, the notice may provide that if the ASSOCIATION disapproves same, the ASSOCIATION will be required to designate a tenant for the UNIT. If a UNIT OWNER acquires title to a UNIT by devise, bequest, inheritance, or by any manner other than a voluntary conveyance by the prior UNIT OWNER, such UNIT OWNER shall upon his acquisition of title give the ASSOCIATION written notice of such acquisition, together with such information concerning the UNIT OWNER as the ASSOCIATION may reasonably request, and also together with a certified copy of the instrument evidencing the UNIT OWNER'S title."

