

This Instrument Prepared by and Return to:
Mary Ann Chandler, Esq.
Katzman Garfinkel Rosenbaum
1501 NW 49th Street, Second Floor
Ft. Lauderdale, Florida 33309
(954) 486-7774

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM AND BYLAWS FOR
INTERNATIONAL VILLAGE ASSOCIATION, INC.**

~~WE HEREBY CERTIFY THAT~~ the attached Amendments to the Declaration of Condominium and Bylaws for **INTERNATIONAL VILLAGE ASSOCIATION, INC.**, as originally recorded at Official Records Book 8494 at Page 389, et. seq., of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Condominium Documents.

IN WITNESS WHEREOF, we have affixed our hands this 4 day of NOVEMBER, 2009, at Fort Lauderdale, Broward County, Florida.

WITNESSES: INTERNATIONAL VILLAGE ASSOCIATION, INC.

Sign Lilyana Traub
Print Lilyana Traub By: Frances Meseron
President
Sign Natasha Lafontant
Print Natasha Lafontant

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was acknowledged before me this 4th day of November, by Frances Meseron, as President of **International Village Association, Inc.**, a Florida corporation, not-for-profit.

____ Personally Known

X Produced Identification

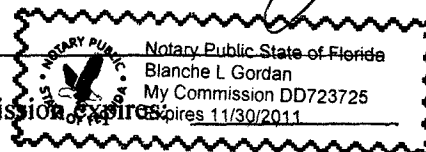
Florida License
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

Sign: Blanche L. Gordan

Print: _____

My commission expires _____



**AMENDMENTS TO THE GOVERNING DOCUMENTS
OF
INTERNATIONAL VILLAGE ASSOCIATION, INC.**

1. Amend Article XII(a), Subsection (1)(b) of the Declaration of Condominium, as follows:

(Deletions indicated by **strikeout**, additions by **underlying**; text appearing without **strikeout** or **underling** is original unchanged text);

A. Single Family

1. (b) ~~No apartment~~ Apartments may be leased or rented for any term ~~of less than 4 months, nor more than~~ not to exceed one (1) year, and in no event shall any apartment be subject to ~~There shall not be more than one (1) two (2) leases or rentals per in any~~ twelve (12) month period. All leases must be in writing and shall provide that its terms are subject to the provisions of the Condominium documents. The Association shall have the right to require a uniform lease or uniform lease addendum, as determined by the Board from time to time as a common expense. The lease or rental of an apartment for a term of six (6 months) or less is subject to a tourist development tax assessed pursuant to Florida Statutes §125.0104, as amended or renumbered from time to time. An Apartment Owner leasing or renting his or her apartment for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such owner, and his or her heirs, personal relatives, successors and assigns, as appropriate, to hold the Association and all other Apartment Owners harmless from and to indemnify them for any and all costs, claims, damage, expenses or liabilities whatsoever, arising out of the failure of such owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such owners shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

Except as proposed above, all other terms and conditions of Article XII(A) of the Declaration, shall remain unchanged, and in full force and effect.

2. Amend Article XII(A)(3) and (4) and Article XIV(A) of the Declaration of Condominium, as follows:

(Deletions indicated by **strikeout**, additions by **underlining**; text appearing without **strikeout** or **underlying** is original unchanged text);

Article XII(A)

3. In a further effort to promote a community of resident owners, and in accordance with Article XIV(A) of this Declaration, no person, ~~firm or entity~~ (individually or in conjunction with any ~~related other person, firm or entity~~) shall acquire, own and/or maintain an interest in more than ~~two (2)~~ four (4) Apartments at any time.
4. In a further effort to promote a community of resident owners, and in accordance with Article XIV(A) of this Declaration, no Apartment Owner ~~may enter into a lease of an Apartment~~ shall be leased or rented during the two years twelve (12) month period immediately following the recording of a deed or other instrument evidencing record title to the apartment in the public records of Broward County. ~~purchase of the Apartment.~~

XIV. SALES, MORTGAGES AND CONVEYANCES

In order to assure a community of congenial and responsible Apartment Owners and thus protect the value of the apartments, the sale, leasing and mortgaging of Apartments shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein or elsewhere contained or until this section of the Declaration is amended in the manner herein provided:

A. Sale or Lease

No Apartment Owner may dispose of his Apartment or any interest therein by sale or lease without approval of the Board on behalf of the Association, which approval of the Association shall be obtained in the manner hereinafter provided. ~~Any No Apartment purchased after January 1, 2006 shall be prohibited from being leased and/or rented during the first two (2) years~~ twelve (12) month period immediately following the recording of a deed or other instrument evidencing record title to the apartment in the public records of Broward County. In the event that an apartment is subject to an existing lease or rental at the time of such recordation, the leasehold interest and any extensions or renewals thereof to the same lessees, shall be permitted to continue, and the aforementioned twelve (12) month prohibition shall commence upon the termination of the leasehold interest. For apartments purchased prior to the effective date of this amendment, the twelve (12) month waiting period for leasing or rental shall be calculated from the date of recording of the deed or other instrument evidencing record title to the apartment in the public records of Broward County. In the event that this amendment or any portion thereof is deemed unenforceable by any court or administrative body of appropriate jurisdiction, or is otherwise deemed inapplicable to any owner, the provisions of the Declaration, as amended and recorded in the Public Records of Broward County, Florida at OR Book 45123, Page 1628, et seq., shall remain in full force and effect. This paragraph shall not apply to Apartments acquired via foreclosure, or by deed in lieu of foreclosure by current International Village Owners so long as the new owner who has taken title to the Apartment by foreclosure or deed in lieu of foreclosure undertakes the upgrading/modernization of the Apartment as required by the Board of Directors in its sole discretion, and, unless the new owner is a first mortgagee, its successor or assigns, all past due and current assessments on the Apartment have been paid in

full by the new owner. The Board of Directors shall adopt minimum standards to the upgrading/modernization of the Apartment to permit it to be leased upon completion of Board approved upgrades within the first ~~two~~ twelve (12) months following acquisition of record title years. A cap of no more than 25% of units for rent shall be in place. The foregoing restriction shall not apply to Apartments owned by the Association. ~~All owners of record on December 31, 2005 shall be grandfathered in. This amendment and existing language in the documents related to leasing, shall apply as detailed in Florida Statutes Chapter 718, as amended. Notwithstanding anything to the contrary contained herein, no person may own directly or indirectly more than four (4) Apartments. The foregoing restriction shall not apply to Apartments owned by the Association.~~

Except as proposed above, all other terms and conditions of Article XII(A)(3) and (4) and Article XIV(A) of the Declaration, shall remain unchanged, and in full force and effect.

3. Amend Article XIV(A)(2) of the Declaration of Condominium, as follows:

(Deletions indicated by **strikeout**, additions by **underlying**; text appearing without **strikeout** or **underling** is original unchanged text);

2(a). Association's Election in the Event of a Proposed Sale. If the terms of the proposed sale otherwise comply with the provisions of this Article XIV, then within thirty (30) days after receipt of the Notice, and all such information as the Board may reasonably require, the Association, by its Board, shall either approve the Offering ("Approval") or if good cause does not exist for disapproval, the Association may furnish a purchaser approved by the Association and give notice thereof to Transferor who will accept the sale to the substitute purchaser furnished by the Association upon terms as favorable to Transferor as the terms stated in the Notice; except that the purchaser furnished by the Association may not have less than thirty (30) days subsequent to the date of his approval within which to complete the sale of Transferor's Apartment. Transferor shall be bound to consummate the transaction with such purchaser as may be approved and furnished by the Association. If the Association approves the offering, such Approval shall be in writing, and in recordable form, signed by any officer of the Association, and shall be delivered to the purchaser of the Transferor. Failure of the board to grant Approval, disapprove for cause, or to furnish a substitute purchaser within thirty (30) days after the Notice is received shall constitute Approval, and the Association shall be required to prepare and deliver to the purchaser of the Transferor a written Approval in recordable form signed by any officer of the Association.

2(b). Any attempted transfer of title in violation of this Article shall be null and void.

2(c). Association's Election in the Event of a Proposed Lease. Within thirty (30) days after receipt of the Notice, and all such information as the Board may reasonably require, the Association, by its Board, shall either approve the Offering ("Approval") or disapprove the Offering ("Disapproval") and give notice thereof to Transferor. If the Association approves the Offering, such Approval shall be in writing and in recordable form, signed by any Officer of the Association, and shall be delivered to the lessee of the Transferor. No modification to the terms

of the lease as originally presented in the Notice shall be effective unless approved by the Association. If the Association timely disapproves the Offering, such Disapproval shall be in writing (although the reason or reasons for such action need not be stated), sent to the Transferor by certified mail, and the proposed lease shall not be consummated. In the event of disapproval, the Association shall have no obligation to provide a substitute Lessee, or Tenant. Failure of the Board to grant approval disapproval within thirty (30) days after the Notice is received shall constitute Approval, and the Association shall be required to prepare and deliver to the lessee of the Transferor a written Approval in recordable form signed by any officer of the Association.

2(d) The Association shall have the right to impose a reasonable fee in connection with any requested approval of any sale, lease, other transfer or occupancy, not to exceed the maximum amount permitted by law, as amended from time to time.

2(e) Disapproval for Good Cause. The Board may confer freely with counsel in reaching its decision with regard to approval or disapproval. If the Board disapproves a sale, lease, other transfer, or occupancy for Good Cause, the Association shall have no duty to provide a substitute purchaser, transferee, and the transaction shall not be made. The following factors may be considered in determining good cause for disapproval:

1. The application for approval on its face, or subsequent investigation thereof, indicates that any of the persons seeking approval intends to act in a manner inconsistent with the covenants and restrictions applicable to the Condominium.
2. The person seeking approval has been convicted of or pled no contest to a crime (crime shall include felony and misdemeanor) involving violence to persons, a crime demonstrating dishonesty or moral turpitude; a criminal offense involving illegal drugs; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior, or any felony;
3. The person seeking approval is financially unable to meet the obligations that are incumbent upon an Owner in the Condominium, the purchase of the Apartment is beyond the financial ability of the person seeking approval; inquiry into the financial responsibility of the person seeking approval indicates an inability to afford the mortgage, maintenance assessment and other Apartment obligations in addition to other financial obligations not related to the Apartment; or the person seeking approval has/have a history of not paying monetary obligations, has a poor credit history, has a poor credit score; has a history of foreclosures; or has filed bankruptcy;
4. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by conduct in other social organizations or associations, or by conduct in this Condominium as a tenant, occupant, guest or Owner;
5. The person seeking approval or the Apartment Owner has/have failed to provide the information required to process the application in a timely manner; has

materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee or security deposit, or payment has been dishonored; has failed to make an appointment for or attend the personal screening (if required); or has not agreed, failed to provide, or refused to release to the Association the background investigation.

6. All Assessments and other charges against the Unit have not been paid in full; or
7. Without limiting or altering the above, the person seeking approval has failed to meet any of the requirements set forth in this Declaration, or is otherwise unqualified due to any of the provisions of this Declaration, or any other applicable law.

Except as proposed above, all other terms and conditions of Article XIV(A)(2) of the Declaration shall remain unchanged, and in full force and effect.

4. **Amend Article XVI(B)(2) of the Declaration of Condominium as follows:**

(Deletions indicated by **strikeout**, additions by **underlying**; text appearing without strikeout or underling is original unchanged text);

Section B(2)

The Association may at any time require an Apartment Owner or Owners to maintain a minimum balance on deposit with the Association to cover future installments of assessments charged to it or chargeable to it; provided, however, the provision of this Paragraph 2 shall not apply to an Approved Mortgagee or entity acquiring title for benefit of such Approved Mortgagee as contemplated in XIV D. However, at the time of submission of an application for residency pursuant to a proposed sale and purchase of a unit as elsewhere provided in this Declaration, the person seeking approval to purchase the unit ("remitter/buyer") shall be required to remit to the Association certified funds equal to the total of the next three (3) months' maintenance assessments. Such sum shall be calculated using the prevailing monthly maintenance assessments rate for the subject unit. Said funds must be tendered to the association as a condition of and prior to the issuance of a Certificate of Approval by 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 thirty (30) days of such disapproval. In the event the transfer is approved, the The sums shall be held in escrow by the association pursuant to the following terms and conditions:

- (i) All sums received by association under this provision will be kept in an interest-a non-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 the lienholder other than the association; or
 - (b) Title is transferred as a consequence of the unit being foreclosed by the association for past due assessments; or
 - (c) Title is transferred, voluntarily, or involuntarily, and assessments, late fees, interest, costs 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) (d) Title is transferred by virtue of a deed in lieu of foreclosure; or~~
 - ~~(f) (e) The owner becomes more than thirty (30) days delinquent in the payment of any regular maintenance and/or special assessment.~~
- (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 sums to the association as reimbursement for any past due regular maintenance and/or special assessment, late fees, interest, costs of collection, damage to common area, fines, attorneys' fees and costs incurred by, or due and owing to association relative to the subject unit. The balance remaining in escrow after such disbursement to association, if any, shall be disbursed to remitter/buyer. In the event that escrow sums are disbursed to the association pursuant to Subparagraph (ii)(e), the Owner shall be required to remit to the association certified funds sufficient to maintain an escrow balance equal to the total of the next three (3) month's maintenance assessments.
- (iv) In the event title is not transferred as described in Subparagraph (ii) above, the ~~remitter/buyer~~ Owner 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~~ Owner, whichever date is earlier, and no sums are due and owing to the Association in connection with such unit, the escrow sums, with interest shall be disbursed to the remitter/buyer Owner. Sums with accrued interest which were earned on the funds during the time same were held by the association will only be disbursed to the remitter/buyer or his heirs or assigns only upon the written request of same via Certified U.S. Mail after the expiration of the term as described above. Notwithstanding the foregoing, in the event any maintenance or other assessment payment due from the Owner is received by the Association, after the tenth (10th) day following the due date, and therefore deemed late, the Association shall have the right to begin calculation of the thirty-six (36) month on-time payment history over again.

Except as proposed above, all other terms and conditions of Article XVI(B)(2) of the Declaration, shall remain unchanged, and in full force and effect.

5. Amend Article XVI of the Declaration of Condominium, by adding Subparagraph (B)(6), as follows:

(Deletions indicated by **strikeout**, additions by **underlying**; text appearing without **strikeout** or **underling** is original unchanged text);

6. Assignment of Rents. In the event an Apartment Owner is delinquent in the payment of any regular or special assessment for Common Expenses, or any other charge or fee owed to the Association, including but not limited to fines, late fees, interest, or attorneys' fees ("Costs"), association shall have the right to require the Owner's Tenant to pay any Rent due to the Owner under any lease to the Association to offset any delinquent assessments or other Costs until the Owner's delinquency to the Association is fully cured. Owner's Tenant shall begin making such payments upon written demand from the association, sent via certified mail to the Tenant and Owner. Tenant shall continue making such payments in monthly installments equal to monthly installments of rent due pursuant to the Lease until advised in writing that the payments no longer need be made to the Association. Following written demand provided as set forth herein, should the Tenant fail to tender payment as required herein, the Association shall have the right to terminate the lease and evict the Tenant. For the purpose of such eviction, the Association shall be deemed to be an agent of the landlord.

Except as proposed above, all other terms and conditions of Article XVI(B) of the Declaration, shall remain unchanged, and in full force and effect.

6. Amend Article XXII of the Declaration of Condominium as follows:

(Deletions indicated by **strikeout**, additions by **underlying**; text appearing without **strikeout** or **underling** is original unchanged text);

XXII PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Apartment Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitled the Association, any Apartment Owner or any Approved Mortgagee holding a mortgage encumbering any Apartment to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees up to and through all trials and appeals, as may be awarded by the Court. Moreover, the Association may also recover reasonable attorney's fees and costs incurred in seeking compliance with the Condominium Documents in cases where no action is filed including, but not limited to, arbitration and pre-litigation attorney's fees and costs incurred in pursuing and/or obtaining compliance with the Condominium Documents. Said fees and costs shall constitute a lien against the Unit, and shall be subject to collection as provided in Article XVI(B) of this

Declaration. All rights, remedies and privileges under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

Except as proposed above, all other terms and conditions of Article XXII of the Declaration shall remain unchanged, and in full force and effect.

7. Amend Article 4.1 of the Bylaws, as follows:

(Deletions indicated by **strikeout**, additions by **underlying**; text appearing without strikeout or underling is original unchanged text);

4.1 Directors

A. ~~There~~The Board of Directors shall consist of shall be nine (9) Directors, each elected to serve a three by a staggered election process a two (2) year staggered term. At the time of the 2010 Annual Meeting and Election, three (3) Directors will be serving unexpired terms. Therefore, there shall be six (6) board seats open for election at the 2010 Annual Meeting. In order to implement this procedure the staggered board effect, the three-five (5) Directors receiving the highest number of votes in the 2010 election -total at the Annual Meeting of December, 1990 shall serve for a three-two (2) year term, and the one (1) Director receiving the lowest number of votes in the 2010 election shall serve a one (1) year term. the three Directors receiving the next highest vote total shall serve for a two year term, and the three remaining Directors shall serve for a one year term. Subsequently, at the 2011 Annual Meeting and Election, there will be four (4) board seats open for election. This will allow for continuity of leadership and establish a staggered board with five (5) seats open for election in even numbered years, and four (4) seats open for election in odd numbered years. Thereafter, Commencing with the 2011 Annual Meeting and Election, each Director's service shall extend for a three-two year period and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. In the event that pursuant to Florida Statutes §718, as same may be amended from time to time, an election is not required to take place at the 2010 Annual Meeting, the staggered effect will be implemented in the following manner: As to the six (6) board seats taken by acclamation, the members of the board shall decide amongst themselves by majority vote, which five (5) directors will serve a two (2) year term, and which one (1) director will serve a one (1) year term. In no event shall a Director serve more than two (2) consecutive three (3) year terms.

Except as proposed above, all other terms and conditions of Article 4.1 of the Bylaws, shall remain unchanged, and in full force and effect.

Prepared by:
Dennis J. Eisinger, Esquire
Eisinger, Brown, Lewis, Frankel & Chalet, P.A.
4000 Hollywood Boulevard, Suite 265-S
Hollywood, Florida 33021
Tel: (954) 894-8000

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
INTERNATIONAL VILLAGE AT INVERRARY, A CONDOMINIUM, AND THE BY-LAWS OF
INTERNATIONAL VILLAGE ASSOCIATION, INC.**


INTERNATIONAL VILLAGE ASSOCIATION, INC., a Florida not-for-profit corporation, (the "Association"), organized pursuant to Chapter 718, Florida Statutes, and Chapter 617, Florida Statutes, for the purpose of managing and operating INTERNATIONAL VILLAGE AT INVERRARY, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 8494, at Page 389, of the Public Records of Broward County, Florida, as amended, (the "Declaration"), hereby certifies that on the 10th day of December, 2012, at a duly and properly noticed and called meeting of the members of the Association at which a quorum was present, not less than a majority of voting members approved and adopted those certain Amendments to the Declaration and By-Laws of the Association attached hereto and made a part hereof as Exhibit "A".

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature on this 12th day of December, 2012.

Signed, sealed and delivered
in the presence of:


 _____

Witness (As to Both)
Print: J. A. Lay, GM

 _____

Witness (As to Both)
Print: Dennis Eisinger

INTERNATIONAL VILLAGE
ASSOCIATION, INC., a Florida
not-for-profit corporation

By:  _____

Print Name: Marvin Tow

Title: President

Attest:  _____

Print Name: Frances Mesirow

Title: Secretary

STATE OF FLORIDA)
 :SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Marvin Tow, as President, and Frances Mesirow, as Secretary of INTERNATIONAL VILLAGE ASSOCIATION, INC., a Florida not-for-profit corporation, personally known to me or who have produced _____ (type of identification), and have acknowledged before me that they executed the foregoing Certificate of Amendment on behalf of the corporation freely and voluntarily for the purpose therein expressed, and were authorized to do so

WITNESS my hand and official seal at said County and State, this 12th day of December, 2012.



Notary Public - State of Florida

Name of Notary (Please Print)

My commission expires:

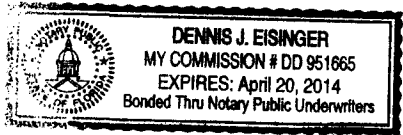


EXHIBIT A

**Amendment to Declaration of
Condominium**

Article XII(a)(2)

(Deletions indicated by **strikeout**, additions by underlining; text appearing without **strikeout** or underlining is original unchanged text).

XII OCCUPANCY AND USE RESTRICTIONS

(a)(2) In the event a lease is commenced in a calendar year and its term extends into the next calendar year, the continuation into the second calendar year shall constitute one of the two rentals terms permitted herein. Notwithstanding any other provisions contained herein (and in an effort to promote a community of individual resident owners), only natural persons may be an Apartment Owner, and ~~corporate~~ ownership of any Apartment by a corporation, limited liability company, limited partnership, or any other type of business entity shall be prohibited. The foregoing restriction shall not apply to the Association.

Amendment to Declaration of Condominium

(Deletions indicated by ~~strikeout~~, additions by underlining; text appearing without ~~strikeout~~ or underlining is original unchanged text).

XIV. SALES, MORTGAGES AND CONVEYANCES

In order to assure a community of congenial and responsible Apartment Owners, and thus protect the value of the apartments, the sale, leasing and mortgaging of Apartments shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein or elsewhere contained or until this section of the Declaration is amended in the manner herein provided:

A. Sale or Lease

No Apartment Owner may dispose of his Apartment or any interest therein by sale or lease without approval of the Board on behalf of the Association, which approval of the Association shall be obtained in the manner hereinafter provided. All Apartments may be leased by the Owner immediately upon recording of a deed or other instrument evidencing record title ownership to the Apartment in the public record. However, beginning on the date following the two (2) year anniversary of the effective date of this Amendment, no No Apartment shall be leased and/or rented during the twelve (12) month period immediately following the recording of a deed or other instrument evidencing record title to the apartment in the public records of Broward County. In the event that an apartment is subject to an existing lease or rental at the time of such recordation, the leasehold interest and any extensions or renewals thereof to the same lessees, shall be permitted to continue, and the aforementioned twelve (12) month prohibition shall commence upon the termination of the leasehold interest. For apartments purchased prior to the effective date of this amendment, the twelve (12) month waiting period for leasing or rental shall be calculated from the date of recording of the deed or other instrument evidencing record title to the apartment in the public records of Broward County. In the event that this amendment or any portion thereof is deemed unenforceable by any court or administrative body of appropriate jurisdiction, or is otherwise deemed inapplicable to any owner, the provisions of the Declaration, as amended and recorded in the Public Records of Broward County, Florida at OR Book 4664745123, Page 10914628, et seq., shall remain in full force and effect. This twelve (12) month waiting period paragraph shall not apply to Apartments acquired ~~via foreclosure, or by deed in lieu of foreclosure~~ by current International Village Owners via certificate of title after a foreclosure sale or deed in lieu of foreclosure, provided so long as the new owner who has taken title to the Apartment by via certificate of title after a foreclosure sale or deed in lieu of foreclosure ~~foreclosure or deed in lieu of foreclosure~~ undertakes the upgrading/modernization of the Apartment as required by the Board of Directors in its sole discretion, and, ~~unless the new owner is a first mortgagee, its successor or assigns,~~ provided all past due and current assessments on the Apartment have been paid in full by the new owner. The Board of Directors shall adopt minimum standards to the upgrading/modernization of the Apartment to permit it to be leased upon completion of Board approved upgrades within the first twelve (12) months following acquisition of record title. ~~A cap of no more than 25% of units for rent shall be in place. The foregoing restriction shall not~~

~~apply to Apartments owned by the Association.~~ Notwithstanding anything to the contrary contained herein, no person may own directly or indirectly more than four (4) Apartments. The foregoing restriction shall not apply to Apartments owned by the Association.

1. Notice to Association. Each and every time an Apartment Owner ("Transferor") intends to make a sale or lease of his Apartment or any interest therein ("Offering"), he shall give notice to the Association ("Notice") of such intention, together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease and such other information as the Association may reasonably require on forms that are supplied by the Association. The information provided in connection with any sale or lease shall include the following documentation. For the proposed sale or lease of an efficiency/studio Apartment, evidence must be provided to the Association that the annual income of the purchaser(s) or tenant(s) is at least ~~\$30,000~~\$35,000 or that the purchaser(s) or tenant(s) has or have liquid assets of at least ~~\$30,000~~\$35,000. For the proposed sale or lease of a one-bedroom Apartment, evidence must be provided to the Association that the annual income of the purchaser(s) or tenant(s) is at least ~~\$35,000~~\$40,000 or that the purchaser(s) or tenant(s) has or have liquid assets of at least ~~\$35,000~~\$40,000. For the proposed sale or lease of a two-bedroom Apartment, evidence must be provided to the Association that the annual income of the purchaser(s) or tenant(s) is at least ~~\$40,000~~\$45,000 or that the purchaser(s) or tenant(s) has or have liquid assets of at least ~~\$40,000~~\$45,000. For the proposed sale or lease of a three-bedroom or a four-bedroom Apartment, evidence must be provided to the Association that the annual income of the purchaser(s) or tenant(s) is at least ~~\$45,000~~\$50,000 or that the purchaser(s) or tenant(s) has or have liquid assets of at least ~~\$45,000~~\$50,000. For purposes of determining whether assets are sufficient, the Board shall have sole authority to make such determination, which shall be final. The giving of such Notice shall constitute a warranty and representation by the Transferor to the Association and any purchaser or lessee produced by the Association, as hereinafter provided, that the Transferor believes the proposal to be bona fide in all respects. The Notice just described shall be sent by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

**Amendment to Declaration of
Condominium**

(Deletions indicated by **strikeout**, additions by **underlining**; text appearing without **strikeout** or **underlining** is original unchanged text).

ARTICLE XV, MAINTENANCE AND REPAIR PROVISIONS

B. By the Association

The responsibility of the Association is as follows:

2. To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services, but excluding therefrom appliances and plumbing fixtures within an Apartment; provided, however, the provisions of Paragraph 2 shall not apply to an Approved Mortgagee or entity acquiring title for the benefit of such Approved Mortgagee as contemplated in Paragraph XIV D above. For any Apartments not separately metered for electric utility service, including the Apartments located in the Cabana Building, the Association shall have the right to cause the installation of separate meters for such service.

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Amendment to By-Laws

(Deletions indicated by **strikeout**, additions by **underlining**; text appearing without strikeout or underlining is original unchanged text).

Article 4.1 of the By-Laws

4.1 Directors

A. The Board of Directors shall consist of ~~nine (9)~~ seven (7) Directors, each elected to serve a two (2) year ~~staggered~~ term. At the time of the 20130 Annual Meeting and Election, four (4) ~~three (3)~~ Directors will be serving unexpired terms. Therefore, there shall be three (3) ~~six (6)~~ board seats open for election at the 20130 Annual Meeting. ~~In order to implement the staggered board effect, the five (5) Directors receiving the highest number of votes in the 2010 election shall serve a two (2) year term, and the one (1) Director receiving the lowest number of votes in the 2010 election shall serve a one (1) year term. Subsequently, at the 2011 Annual Meeting and Election, there will be four (4) board seats open for election. This will allow for continuity of leadership and establish a staggered board with members serving staggered terms, with four (4) five (5) seats open for election in even numbered years, and three (3) four (4) seats open for election in odd numbered years. Commencing with the 2011 Annual Meeting and Election, e~~Each Director's service shall be extend for a two year period and thereafter until his or ~~her~~ successor is duly elected and qualified or until he/she is removed in the manner elsewhere provided. ~~In the event that pursuant to Florida Statutes §718, as same may be amended from time to time, an election is not required to take place at the 2010 Annual Meeting, the staggered effect will be implemented in the following manner: As to the six (6) board seats taken by acclimation, the members of the board shall decide amongst themselves by majority vote, which five (5) directors will serve a two (2) year term, and which one (1) director will serve a one (1) year term.~~

Except as proposed above, all other terms and conditions of Article 4.1 of the Bylaws, shall remain unchanged and in full force and effect.

**CERTIFICATE OF AMENDMENT
TO THE
BYLAWS
OF
INTERNATIONAL VILLAGE ASSOCIATION, INC.**

Pursuant to the provisions of the By-Laws of INTERNATIONAL VILLAGE ASSOCIATION, INC., proposed amendments to the By-Laws were presented to the unit owners at a properly noticed meeting of the Members on February 24, 2015 and adjourned to March 31, 2015 and approved by the vote required in Section 10 of the By-Laws for the following condominium:

International Village Condominium recorded at O.R. Book 8494, Page 389

This Certificate and the attached amendments to the By-Laws are being filed in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the parties have caused this Certificate to be executed by their duly authorized officers this 23 day of JUNE, 2016.

INTERNATIONAL VILLAGE ASSOCIATION, INC.
a Florida not for profit corporation

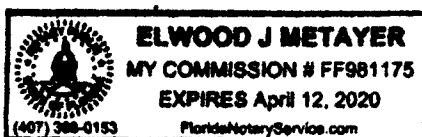
By: John Labriola
John Labriola, President

Attest: Colbert Simmonds
Colbert Simmonds, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared John Labriola and Colbert Simmonds, who are personally known to me or who provided Driver License and Driver License as identification, and who are known to me to be the President and Secretary of INTERNATIONAL VILLAGE ASSOCIATION, INC., a Florida not for profit corporation, respectively and who acknowledged before me that they did, as such officers, execute the foregoing Certificate of Amendment and that the execution of said Certificate is the act and deed of such corporation, and that the same was executed for the purposes therein expressed. They did (did not) take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State last aforesaid this 23 day of JUNE, 2016.



E. Metayer
NOTARY PUBLIC
MY COMMISSION EXPIRES:

**AMENDMENTS
TO THE
BY-LAWS
THE INTERNATIONAL VILLAGE ASSOCIATION INC.**

(New language inserted in the text is underlined and words deleted are stricken through)

Section 3.-Membership, Members' Meetings; Voting and Proxies

3.2 Effective for the annual meeting to be held in ~~2010~~ 2016, the Annual Members' Meeting shall be held at a place to be designated by the Board in accordance with Florida Statute 718, as amended, ~~on a date to be determined by the Board on the last Tuesday of February at 7:00 p.m.~~ The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article X of the Articles and Chapter 718, Florida Statutes, as amended from time to time) and transact any other business authorized to be transacted by the Members.

3.11 In compliance with provisions of Chapter 718, Florida Statutes, as amended from time to time, any notice or communication required to be mailed or delivered to the Members may be delivered by electronic means, including email, if authorization for such delivery has been provided in writing to the Association by the Member. Such authorization may be revoked at any time by the Member.

Section 4.-Board of Directors; Directors' Meetings

4.5.1 The presiding officer who will call the organizational meeting to order shall be ~~the former President of the Association~~ highest ranking incumbent officer on the Board immediately preceding the newly elected Board of Directors and, if no former officer was reelected or remains on the Board, the Director receiving the highest number of votes. In the event of a tie vote, a coin shall be flipped and the winner shall call the meeting to order. The first order of business shall be to elect the new Secretary, followed by the election of the Treasurer, the Vice President and the President. The newly elected President shall then assume the responsibility as the presiding officer for the balance of the meeting.

4.6 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board ~~may~~ shall be called at the discretion of the President or in the absence of the President, the Vice President. Special meetings must be called by the Secretary at the written request of ~~one-third~~ (1/3) a majority of the Directors.

Section 7-Accounting Records; Fiscal Management

7.2 (a) The Board shall adopt a budget for the Common Expenses for the Association for each forthcoming fiscal year at a Special Meeting of the Board (“Budget Meeting”) called for that purpose prior to December of every calendar year. THE REMAINDER OF THIS PARAGRAPH IS UNCHANGED

(The remainder of Subsection (a) is unchanged except the last paragraph as follows)

Copies of the proposed budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member’s last known address or electronically if the Member has authorized electronic communication of Association notices, as reflected on the books and records of the Association, at least thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Membership. At no time shall the delivery date of the proposed Budget be less than the time prescribed in Chapter 718, Florida Statutes, as amended from time to time.