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**CERTIFICATE OF RESOLUTION ADOPTING AMENDMENTS TO THE TIMBERLINE LAKES
HOMEOWNERS ASSOCIATION, INC. DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, the TIMBERLINE LAKES HOMEOWNERS ASSOCIATION, INC. is a Florida corporation not-for-profit as filed with the Secretary of State on February 26, 1981, whose Document Number is 756533, and

WHEREAS, the Timberline Lakes Homeowners Association, Inc., is a homeowner association as set forth in that certain Declaration of Protective Covenants, Conditions and Restrictions for Timberline Lakes as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 3456, Page 0142, each owner being subject to the said Declaration, Articles of Incorporation of the Timberline Lakes Homeowners Association, Inc. and By-Laws of Timberline Lakes Homeowners Association, Inc., and

WHEREAS, the afore described Declaration of Protective Covenants, Conditions and Restrictions permit it to be amended from time to time by the membership, and

WHEREAS, in compliance with the requirements of the above Declaration of Protective Covenants, Conditions and Restrictions, the membership has amended same as hereinafter set forth,

IT IS HEREBY,

RESOLVED, that the following amendments were adopted as required by the Declaration of Covenants, Conditions and Restrictions for Timberline Lakes:

[TO BE DELETED]

~~40. Sale of Units. In order to ensure that the Association receives timely and proper information regarding new owner of the Units which information is required to conduct the necessary business of the Association and further, that the new owners are provided with a complete up to date set of Association Documents and that they agree to abide by the contents of same, the sale and transfer of Units shall be subject to the following provisions:~~

~~A. Conveyance, Sales and Transfers. Prior to the sale, conveyance, or transfer of title of any Unit to any other person, the owner shall provide the Board of Directors with the following information in writing:~~

~~1. A Notice of Intent to Sell in such form as may be required by the Board of Directors.~~

~~2. The name and address of the person to whom the proposed sale, conveyance, or transfer is to be made.~~

~~3. A statement signed by the buyers acknowledging receipt of the following association documents (the "Association Documents"):~~

~~(a) Declaration of Protective Covenants, Conditions and Restrictions and all amendments thereto;~~

~~(b) Articles of Incorporation;~~

~~(c) By-Laws;~~

~~(d) Declaration of Party Facilities;~~

~~(e) Rules and Regulations;~~

~~4. A statement signed by the buyer agreeing, upon closing of the transaction to abide by the terms and conditions of the Association Documents:~~

~~5. A statement signed by the buyer agreeing to deliver to the Association after closing a copy of the recorded deed:~~

~~6. Such other information as may be required by the Board of Directors:~~

~~B. Sale Transaction Certificate. Upon receipt of all documents required to be submitted to the buyer, in subparagraph A above, the Association shall furnish to the buyer, a certificate confirming receipt of the above described documents. Such certificate shall not be deemed as approval or disapproval of the sale of the Unit but shall only confirm that the Association has received from the buyer all required documentation:~~

[NEW]

40. Sale and Rental of Units. In order to assure a community of congenial residents and thus protect the value of property in the Timberline Lakes community, the sale or lease of Units shall be subject to the these provisions. No Unit owner may dispose of a Unit or any interest therein by sale or by lease without prior written approval of the Association. If the purchaser or lessee is a corporation, approval may be conditioned upon the approval of those individuals who will be occupants of the Unit. Approval of the Association shall be obtained as follows:

A. Sales of Units.

(1) **Definition.** "Sales", for purposes of these Rules and Regulations, is defined as a voluntary transfer of any interest in the real property, but shall exclude transfers solely between co-owners, or transfers through operation of law such as foreclosure sales, or through the laws of descent and distribution.

(2) **Notice / Information Required.** Any Unit Owner intending to make a bona fide sale of his/her Unit shall give to the Association written notice of such intention at least fifteen (15) business days prior to the date of closing together with the following (i) a copy of the Contract for Purchase and Sale, made contingent upon approval of the association, (ii) the required application fee, the amount of which shall be set from time to time by the Board of Directors, (iii) the name, current address and phone number of the intended purchaser(s) and such other information in the form of an application or otherwise authorizing the Association to conduct credit and/or background checks as determined by the Board of Directors by rule, which may be amended from time to time, (iv) any and all administrative and estoppel fees to the Association or Association's appointed agents and/or third parties, as may be required by the Association through its Board of Directors by rule, which may be amended from time to time, and (iv) such other information and authorization to be established and/or promulgated from time to time by the Association's Board of Directors, concerning the intended purchase and/or purchaser(s), as the Association may require by rule or otherwise, which may be amended from time to time.

(3) **Compliance with Declaration, By-Laws, and Rules and Regulations.** Every prospective purchaser shall be required to submit an application for approval including consent for background checks and interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of sales. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective purchasers, and to have said prospective purchasers execute an acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective purchaser's application and other required material and thereafter approve or disapprove the prospective purchaser(s), based on the results of said interview and review of purchaser's application and such background checks as may be required by the Board.

(4) **Failure to Give Notice.** If the above required notice to the Association is not given, then, at any time after receiving knowledge of a transfer of interest in a Unit, the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) **Time for Approval / Disapproval.** Within fifteen (15) business days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the prospective purchaser within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the purchaser and the transfer.

(6) **Failure to Comply With Requirements.** The failure of a unit owner or prospective purchaser to give notice or allow transfer of an interest in the Unit shall make said transfer voidable at the option of the Association.

(7) **Approval Certificate Required To Be Recorded With Deed.** If a purchaser is approved by the Association, the Association shall furnish an Approval Certificate in a form to be prescribed by the Board, which Approval Certificate shall be recorded together with the instrument of conveyance on the Public Records of Palm Beach County, Florida.

(8) **Copy of Deed To Be Furnished To Association.** In the event of a sale, it shall be the responsibility of the purchaser of the Unit to furnish the Association with a recorded copy of the Deed of Conveyance indicating the owner's mailing address for all future assessment notices and other correspondence from the Association within fifteen (15) business days of the closing/purchase. Prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the new purchaser may be required to execute an agreement acknowledging that he takes title subject to the By-Laws, Rules and Regulations of the Association, which he/she agrees to abide by.

B. Leasing of Units.

(1) **Definition.** "Leasing" is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(2) **Notice / Information Required.** Any Unit Owner intending to make a bona fide lease of his or her Unit shall give to the Association fifteen (15) business days written notice of such intention, the Unit Owner's mailing address for all future assessment notices and other correspondence, together with the required application fee, and if required by the Board, a damage deposit to protect the Association from damage to the common elements by lessee, the amount of which, fee and damage deposit, shall be set from time to time by the Board of Directors, the name and address of the intended lessee, an executed copy of the proposed lease, any and all administrative and estoppel fees as may be required, and such other information, in the form of an application or otherwise, to be established by the Board of Directors which can be amended from time to time by the Board of Directors. Every prospective occupant over the age of (18) eighteen shall sign the application and lease and may be subject to such background checks (credit, criminal and/or) as may be required by the Association to be set by Board of Directors from time to time by rule (and may be amended from time to time by the Board's sole discretion).

(3) Leasing Provisions.

(a) **General.** Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing except with the prior written consent of the Board of Directors. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Rules and Regulations.

(b) **Compliance with Declaration, By-Laws, and Rules and Regulations.** Prior to approval of any prospective lessee, every prospective Lessee shall be required to submit an application for approval including consent for background checks and interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of Leasing. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective lessees, and to have said prospective lessees execute and acknowledgment that they have reviewed, understand and will abide by

said governing documents, to review the prospective lessee's application and other required material and thereafter approve or disapprove prospective lessees.

(c) Owners and Lessees Responsible. Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of these Rules and Regulations of the Association. This Section shall also apply to Subleases of Units and assignments of leases. Each Unit Owner irrevocably appoints the Association as Owner's agent authorized to bring actions against lessees in Owner's name and at Owner's expense including injunction, damages, termination and/or eviction. Any action the Association takes in this regard shall entitle the Association to recover its damages from the Unit Owner for its damages, reasonable attorney's fees and costs.

(4) Failure to Give Notice. If the above required notice to the Association is not given, then, at any time after receiving knowledge of a lease or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the lease transaction. If the Association disapproves the lease or lessee, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) Time for Approval / Disapproval. Within fifteen (15) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the lessor within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the lease. Should the Unit Owner be delinquent in the payment of assessments or in violation of any Association Declaration, By-Law, Rule or Regulation, the prospective Lease will not be approved until the delinquencies are paid and/or the violations cured.

(6) Failure of Owner to Comply With These Requirements. The failure of Unit Owner to give notice or allow possession or continued possession by a disapproved or unapproved lessee shall constitute a violation of these rules and regulations for each day the disapproved or unapproved lessee remains in possession beyond the date of receipt of notice of disapproval by the Association or the date Association becomes aware of possession by unapproved lessee. Said Owner shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes.

****The foregoing text which is underlined is added and that which is ~~stricken out~~ is deleted.****

THE FOREGOING AMENDMENTS were passed by a majority vote of the membership (unit owners) in compliance with the Declarations of Protective Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, TIMBERLINE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this Certificate of Amendment to the Declaration of Protective Covenants, Conditions and Restrictions set forth above, of the Timberline Lakes Homeowners Association, Inc., to be executed this 1 day of August, 2006.

Signed, sealed and delivered
In the presence of:

Mage Schmedt

Witness

[Signature]

Witness

TIMBERLINE LAKES
HOMEOWNERS ASSOCIATION, INC.

By:

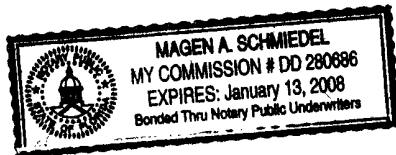
Bette J. Allen, President

ATTEST:

Jamie Goodwin
_____, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 1 day of August, 2006 by Bette Allen Janie Goodwin, the President and Secretary, respectively of TIMBERLINE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who [X] are personally known OR [] have produced _____ as identification and who have not taken an oath.



Magen Schmiedel

Notary Public
My Commission Expires: 1-13-08