

This instrument prepared by:  
Louis Caplan, Esquire  
Sachs, Sax & Klein, P.A.  
Post Office Box 810037  
Boca Raton, FL 33481-0037  
(561) 237-6800

CORRECTIVE CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR SMITH FARM

WHEREAS, on December 12, 2002, a duly called meeting of the Members was called for the purpose of adopting the amendments attached as Exhibit "A" to this Certificate;

WHEREAS, notice of said meeting was properly given to the Members on November 21, 2002;

WHEREAS, there exist 1225 total eligible voting Members of the Smith Farm Master Association, Inc.;

WHEREAS, 123 votes are required to constitute a quorum at a meeting of the Members;

WHEREAS, 142 votes were cast, in person or by proxy, at the duly called meeting of the Members;

WHEREAS, 107 votes were necessary, in -person or by proxy, to adopt an amendment to the Declaration of Covenants, Restrictions and Easements for Smith Farm;

WHEREAS, the attached amendments where passed by votes of 121 to 21 and 120 to 22, respectively;

WHEREAS, the Amendments currently recorded at Official Records Book 14649, at Page 679, were not properly notarized in that the month was inadvertently left out of the date, and, further, that the Amendment to Article 4, Section 4.1,(T)(1)(a) has a repeated line that should be removed;

WHEREAS, this corrective instrument is being filed along with Exhibit "A", which are the properly approved Amendments, which Amendments shall supercede the Amendments as previously recorded;

NOW, THEREFORE, I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Covenants, Restrictions and Easements for Smith Farm. The original Declaration of Covenants, Restrictions and Easements for Smith Farm is recorded in Official Records Book 9460, at Page 1631, in the Public Records of Palm Beach County, Florida. These amendments shall become effective upon approval by the requisite number of Members as set forth above.

DATED this 23<sup>rd</sup> day of 2003

Signature

j

Print Name

SMITH FARM MASTER ASSOCIATION

By: Bill Dowd, President

By: Pam Cantello, Secretary

Witnessed by Mari Johnson and Robert Marietta

Notarised by Anthony Serratore

(SEAL)

Exhibit "A"  
AMENDMENTS  
TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS  
AND EASEMENTS FOR SMITH FARM

The original Declaration of Covenants, Restrictions and Easements for Smith Farm is recorded in Official Records Book 9460, Page 1631, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article 6, Section 6.13, of the Declaration shall be amended as follows:

6.13 Working Capital Contribution

Upon the ~~first~~ conveyance of each Dwelling Unit and completed residence to any Person, other than (i) an Affiliate, or (ii) an Institutional Mortgagee, acquiring title by foreclosure or deed in lieu of foreclosure, the purchasing Owner shall pay to the Master Association a one-time, non-refundable sum equal to ~~Fifty Dollars (\$50.00)~~ One Hundred Dollars (\$100.00), as a working capital contribution ("Contribution") to the Master Association. The Contribution shall not be considered an advance payment of Assessments and shall be placed in a working capital fund so that the Master Association will have funds available for proper Association expenses. ~~to advance utility deposits and start up expenses, including insurance premiums.~~ The responsibility to pay the working capital contribution will include not only purchases from the developer or any builder, but the purchase from either a Developer, Builder or Owner (resale).

Item 2: Amendment to Article 4, Section 4.1, creating a new Subsection T., as follows:

T. Conveyances of Lots by Sale, Seller and Purchaser's Responsibilities: In order to assure that the Association shall have updated records as it relates to all sales of Lots within Smith Farms and in order to protect the health, safety and welfare of the residents of the entire community, the following items shall be required as a condition of any sale of a lot within Smith Farms:

1. Seller's Responsibilities:

(a) The Seller shall relinquish at or before the date of closing, to the Purchaser, any gate or park access devices (minimum of two), any satellite pool keys (minimum of one), any garage door openers (minimum of two), currently registered to the Seller's property. Additionally, the Seller shall turn over to the Purchaser, at or before the date of closing, any coupon books for assessments or any other notices relating to any assessment applicable to that lot.

(b) The Seller shall provide to the Purchaser a complete set of recorded Master Association and a complete set of recorded applicable Village Association documents which shall include, but not be limited to, the Declaration, Articles of Incorporation, Bylaws and Rules.

(c) The Seller shall be responsible for any fees charged according to a current replacement fee schedule for any items identified above, which are not relinquished and turned over to Buyer in a timely manner, which fees Owner and Purchaser shall be severally liable for.

(d) The Seller shall pay all Assessments and other monies owed to the Association through the date of the closing of the sale of the subject lot, including, but not limited to, all Common Assessments, Individual Assessments, Special Assessments, fines, late charges, interest, costs and attorneys' fees, if any. Seller shall have an affirmative obligation to obtain an Estoppel Certificate from the Association which expressly states the amounts owed to the Association through the date of closing on the sale of the subject lot. All such sums must be paid in full to the Association prior to or at the time of closing on the sale of the subject lot. In any event, the obligation for such amounts shall be the joint and several obligation of the Seller and Purchasers should the sale proceed without such sums being paid in full to the Association. In such event, the Association may proceed with all of its available remedies including, but not limited to, enforcing its lien against the subject lot.

2. Purchaser's Responsibilities:

(a) Purchaser shall be required to sign a home buyer's acknowledgment which confirms that they have received the required documents, access keys access devices and all other items identified above. It shall further confirm that they have agreed to abide by all of the documents including all Rules and Regulations governing Smith Farm Master Association and their applicable Village Association.

(b) Purchaser shall be res the working capital contribution required to be paid on all Purchases, pursuant to Section 6.13 of this Declaration.