

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
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NORTH BAY VILLAGE, FLORIDA 33141

INSTR # 2126662
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MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
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**CERTIFICATE OF AMENDMENT TO BY-LAWS FOR
WOODMILL POND CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached First Amendment to By-Laws for Woodmill Pond Condominium Association, Inc., a Florida not-for-profit corporation (the "First Amendment"), amending the By-Laws for Woodmill Pond Condominium Association, Inc., a Florida not-for-profit corporation (the "By-Laws"), which By-Laws were recorded as Exhibit 4 to the Declaration of Condominium for Woodmill Pond Condominium, in Official Records Book 2266, Page 2372, of the Public Records of Martin County, Florida, was duly adopted by all of the Board of Directors of the Woodmill Pond Condominium Association, Inc

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 23 day of January, 2009.

WITNESSES:

WOODMILL POND CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

E. De La Vega
Print Name: E. De La Vega
M. H. Miller
Print Name: M. H. Miller

By: Sharon Caputo
Name: Sharon Caputo
Title: President

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS.:



The foregoing instrument was acknowledged before me this 23 day of January, 2009, by Sharon Caputo, as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced N/A as identification on behalf of the corporation.

My commission expires:



Christina Mandigo-Leas
NOTARY PUBLIC, State of Florida at Large
Print Name: Christina Mandigo-Leas

**FIRST AMENDMENT TO BY-LAWS OF WOODMILL POND CONDOMINIUM
ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO BY-LAWS FOR WOODMILL POND CONDOMINIUM ASSOCIATION, INC. (this "**First Amendment**"), is made by the Board of Directors of Woodmill Pond Condominium Association, Inc., a Florida not-for-profit corporation (the "**Board**"), and consented to by LENNAR HOMES, LLC, a Florida limited liability company ("**Developer**").

RECITALS

A. Developer recorded that certain Declaration of Condominium for Woodmill Pond Condominium, on July 26, 2007 in Official Records Book 2266, Page 2372 of the Public Records of Martin County, Florida (the "**Declaration**") creating Woodmill Pond Condominium (the "**Condominium**").

B. The By-Laws of Woodmill Pond Condominium Association, Inc. (the "**By-Laws**"), were recorded as Exhibit 4 to the Declaration.

C. Pursuant to Section 14.3 of the By-Laws, amendments to the By-Laws must be approved by one hundred percent (100%) of the Board.

D. One hundred percent (100%) of the Board has approved this First Amendment.

NOW THEREFORE, the Board hereby declares that the By-Laws are amended as hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Conflicts. In the event that there is a conflict between this First Amendment and the By-Laws, this First Amendment shall control. Whenever possible, this First Amendment and the By-Laws shall be construed as a single document. Except as modified hereby, the By-Laws shall remain in full force and effect.

3. Developer's Right to Appoint. Section 4.2 of the By-Laws is hereby deleted in its entirety and replaced with the following:

4.2 Developer's Right to Appoint. The Developer shall have the right to appoint all of the Directors comprising the Board until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the Members of the Board.

4.2.1 Turnover Date. See Section 22.4.

4.2.2 Turnover Meeting. Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect one or more Directors to the Board, or if the Developer has elected to accelerate such events aforesaid, the Association shall call, and give not less than sixty (60) days notice of an election in the manner provided in Section 718.112(2)(d) of the Florida Statutes. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. The election shall proceed as provided in Section 718.112(2)(d) of the Florida Statutes. At the time that Unit Owners other than the Developer elect a majority of the Directors comprising the Board (or not more than ninety (90) days after such election with respect to the audited financial records of the Association), the Developer shall relinquish control of the Association and, at the Developer's expense, deliver to the Association all property of the Association held by or controlled by the Developer, and all items required to be turned over by the Act.

4. Fannie Mae and HUD/VA Provisions. The By-Laws are hereby amended by the addition of the following text as Section 22:

22. Fannie Mae and HUD/VA Provisions. So long as required in connection with Fannie Mae and/or HUD/VA financing of the purchase of a Unit, the following provisions shall supersede other provisions herein to the contrary:

22.1 Condominium Documents. The Association shall have current copies of the Condominium Documents and any other documents concerning the Condominium as

well as the Association's own books, records and financial statements available for inspection by Unit Owners or by holders, insurers and guarantors of first mortgages that are secured by a Unit in the Condominium. The documents shall be available for inspection during normal business hours.

22.2 Audited Financial Statements. Within one hundred twenty (120) days of the Association's fiscal year-end, Association must have available an audited financial statement for the preceding fiscal year. The Association shall make the audited financial statement for the preceding fiscal year (if the Association has been established for a full fiscal year) available to the holder, insurer, or guarantor of any first mortgage that is secured by a Unit in the Condominium on submission of a written request for it.

22.3 Officers. The affairs of the Association shall be administered by the officers holding the offices designated in Section 8 above. The officers shall be elected by the Board and shall serve at the pleasure of the Board.

22.4 Turnover Date. Unit Owners other than the Developer are entitled and obligated to elect not less than a majority of the Directors comprising the Board no later than the earlier of (the "Turnover Date").

22.4.1 three (3) years after fifty percent (50%) of the Units that will be operated ultimately by Association have been conveyed to Unit Owners; or

22.4.2 three (3) months after ninety percent (90%) of the Units in the Condominium have been conveyed to Unit Owners; or

22.4.3 when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

22.4.4 when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

22.4.5 seven (7) years after recordation of the Declaration; or

22.4.6 four (4) months after seventy-five percent (75%) of the Units in the Condominium have been conveyed to Unit Owners; or

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

22.4.7 three (3) years after the first Unit in the Condominium is conveyed;

22.4.8 or such earlier date the Developer elects to turn over control of the Association to Unit Owners other than the Developer, in Developer's sole discretion, by causing all of Developer's appointed Directors to resign.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 23 day of January, 2009.

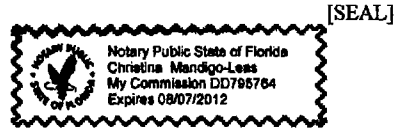
WITNESSES:

E De La Vega
Print Name: Ea De La Vega
Matt Nelson
Print Name: Matt Nelson

WOODMILL POND CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

By: Sharon Caputo
Name: Sharon Caputo
Title: President

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS.:



The foregoing instrument was acknowledged before me this 23 day of January, 2009, by Sharon Caputo, as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced N/A as identification on behalf of the corporation.

My commission expires:

8/7/2012

Christina Mandigo-Leas
NOTARY PUBLIC, State of Florida at Large
Print Name: Christina Mandigo-Leas

CONSENT

LENNAR HOMES, LLC

LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), does hereby consent to the First Amendment to By-Laws for Woodmill Pond Condominium Association, Inc. (the "First Amendment"), to which this Consent is attached.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 21st day of January, 2009

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Print Name: Sandy Chen

By: C-278

Print Name: LORE MOCCIA

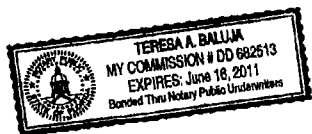
Title: Vice-President

STATE OF FLORIDA)

COUNTY OF Miami Dade) SS.:

The foregoing instrument was acknowledged before me this 21st day of January, 2009, by Carlos Gonzalez as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who has produced as identification on behalf of the company.

My commission expires:



NOTARY PUBLIC, State of Florida at Large

Print Name: Teresa A. Ballaja