

This instrument was prepared by:
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**CERTIFICATE OF AMENDMENT
TO THE BYLAWS
OF
MAINLANDS SEVEN MAINTENANCE CORP., INC.**

THIS DOCUMENT CONSTITUTES CERTIFICATION that the attached amendment to Bylaws of Mainlands Seven Maintenance Corp., Inc., the corporate entity responsible for the obligation of enforcement of the Declaration of Restrictions of Mainlands of Tamarac Lakes Seventh Section, said Declaration having been recorded in Official Records Book 3896, at page 185, of the Public Records of Broward County, Florida, was duly adopted in the manner provided in the governing documents of the Association, at a general membership meeting held December 16, 2009.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of February, 2010, at Fort Lauderdale, Broward County, Florida.

WITNESSES

Sign [Signature]

Print Noris Metz

Sign [Signature]

Print Millie Diaz

By: [Signature]
Michelle Coe, President

STATE OF FLORIDA
COUNTY OF BROWARD

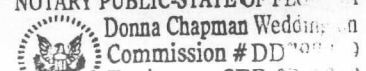
The foregoing instrument was acknowledged before me this 19 day of February, 2010, by Michelle Coe., as President of Mainlands Seven Maintenance Corp., Inc.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known ✓ OR
Produced Identification _____

Type of Identification _____

Sign [Signature]
Print DONNA CHAPMAN WEDDING
My Commission expires: SEPT 27 2012



AMENDMENTS TO THE BYLAWS
OF
MAINLANDS SEVEN MAINTENANCE CORPORATION, INC.

PLEASE NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. Amendment to Article I, Section 2 regarding Quorum to read as follows:

A. Membership

There will be only one (1) vote for each residence in the affairs and business of the Association.

A quorum consisting of ~~thirty (30)~~ twenty (20) qualified voters is required to transact Corporation business at a Membership meeting.

2. Amendment to Article II, Section 1 regarding Number of Directors to read as follows:

The affairs and business of this Corporation will be administered by a Board of Directors, eleven (11) in number. Six (6) of the Directors will be officers of the Corporation and each must be an owner and occupant of Section Seven whose name appears on the deed to the property during his term of office, and eligible to vote in the Corporation. No Director or Officer shall be eligible to serve on the Board of Directors while he has a fiduciary or financial interest in or is responsible to a company or organization currently hired by the Board to perform a service or services for the Association. Directors and Officers shall serve for a term of one year.

3. Amendment to Article II, Section 2 regarding Election Procedures to read as follows:

The Association shall hold an annual election of Directors and Officers in December of each year.

A Nominating Committee will be elected from the floor at the September General Membership meeting. This committee will consist of an odd number of at least three (3), but no more than nine (9) members. Within a week, the Secretary will call a meeting of the Committee to distribute necessary and helpful material, and will preside at the election of a chairman.

The Nominating Committee will complete their slate of one (1) candidate for each position, and give it to the Secretary prior to the October General Membership Meeting. Prior to November 1, the Secretary will post on the Clubhouse bulletin board, the Committee's slate of candidates. Other nominations may be made from the floor at the election meeting or at the nomination meeting. Any qualified member of the Association whose name is on the deed to the property is entitled to run for a seat on the Board of Directors and such member may nominate themselves at the election meeting. It will be the responsibility of the Nominating Committee to verify that member to be nominated is a qualified member. Only the slate of candidates selected by the nominating committee and those nominated at the floor at the nomination meeting shall be listed on the ballots (and absentee ballots), however, there shall be additional blank spaces for the candidates that have not been listed. Additional nominations may be made without posting.

Prior to nomination by the committee, each candidate will sign a statement of "willingness to serve, if elected." All other candidates (whether self-nominated, nominated from the floor or write-in) shall sign the "willingness to serve, if elected" form at or prior to the election. All such statements will be presented to the Secretary or before the election.

4. Amendment to Article II, Section 7 regarding Directors' Meetings to read as follows:

both regular and special board meetings by the posting of a notice in the clubhouse at least forty-eight (48) hours in advance of the meeting.

Interested homeowners may attend any Board meeting and may address or ask questions of the Board of Directors after the Board has concluded the New Business portion of the agenda at the end of the meeting. Each homeowner may be given three (3) minutes to address the Board. A homeowner may not vote at a Board of Directors meeting.

5. **Amendment to Article III, Section 3 regarding Duties and Power to read as follows:**

C. Secretary

~~(1) The Secretary will keep minutes of the Board of Directors' meetings, and of the Membership meetings, in appropriate books.~~

~~(2) He will give and serve all notices of the Corporation.~~

~~(3) He will keep the membership roll alphabetically arranged so as to show lot and block numbers, post office addresses, and the year of purchase. It will also show the number of homes owned by each owner and should show joint ownership names. He will keep such membership roll available at all Membership meetings, subject to inspection by any owner.~~

~~(4) He will be custodian of and responsible for the Corporation seal and all original legal documents, contracts, records and communications.~~

~~(a) All vital papers will be stored in a Corporation Safe Deposit Box, to which the Secretary will keep a key.~~

~~(b) He will keep an index of all records stating their location.~~

~~(c) He will present to the Board of Directors at their meetings, all communications addressed to him officially. Such communications should be filed in the Secretary's file.~~

~~(d) He will attend to all correspondence and perform all the duties incident to the office of the Secretary.~~

(1) The Secretary will keep the minutes of the General Membership meetings, in the appropriate books, using the Corporation's tape machine to record and to transcribe the minutes in time for the next General Membership meeting. He will be responsible to maintain the General Membership quorum book at the beginning of each General Membership meeting and supervise the signing of the book by one homeowner per household to establish the necessary quorum of 30 homeowners so that the meeting can proceed.

(2) He will prepare and distribute via the Corporation's block captains, all meeting notices of the Corporation as directed by the President and not dealt with by the Management Company, such as Board Meetings 48 hours prior to such meetings, and post such notices on the Clubhouse bulletin board.

(3) He will work with the President and Vice President to establish the necessary agendas for Board of Directors' meetings and General Membership meetings, utilizing the template forms established and kept on record in the Corporation computer in the Clubhouse Office. For this purpose, he will familiarize himself with the present and past Mainlands Section Seven letters, forms, notices, agendas and other sundry documents on the Corporation computer located in the Clubhouse office.

(4) He will supervise the maintenance and operation of the Corporation Canon Imagerunner 2270 Digital Copier located in the Clubhouse office, keeping track of the required Meter Readings and reporting said readings to the Danka e-Meter reading system quarterly when required to do so

D. TREASURER

~~(1) The Treasurer will have the care and custody of and be responsible for, all the funds and securities of the Corporation. He will deposit all such funds in the name of the Corporation, in such bank or banks, savings and loan associations, trust companies, or safe deposit box as the board of Directors may designate. He will keep a key to the safe deposit box.~~

~~(2) He will sign, make and endorse in the name of the Corporation, checks, drafts, warrants and orders for the payment of money. He will pay out and dispose of same and receipt therefore, under the direction of the President and the Board of Directors.~~

~~(3) He will keep correct books of account of all transactions. His records will be located as designated by the Board of Directors.~~

~~(4) He will exhibit at a reasonable time, his books and accounts to any Director or member of the Corporation, upon application to the Treasurer at any meeting.~~

~~(5) He will render a statement of the condition of the finances of the Corporation at each regular meeting of the Board of Directors and of the Membership. He will make a full financial report of the fiscal year at the Annual Meeting in April.~~

(1) The Treasurer will be responsible for communicating with the management company and serving as liaison with such company.

(2) He will sign and endorse in the name of the Corporation, checks, drafts, warrants and orders for the payment of money, along with any other officer with an authorized signature.

(3) He will maintain the records for the Roof Cleaning Program Account and The Clubhouse Utilities Account.

(4) He will render a statement of the condition of the finances of the Corporation at each regular meeting of the Board of Directors and of the Membership concurrent with the report of the management company. He will make a full financial report of the fiscal year at the Annual Meeting in April concurrent with the report of the management company.

6. Amendment to Bylaws adding Article IX to read as follows:

ARTICLE IX

Section 1. OWNER'S RESPONSIBILITY OF SALE OR RENTAL OF HOME

A. NO RENTAL FOR THE FIRST TWO YEARS

No Home may be rented or leased during the first two (2) years of ownership.

B. NO SUB-RENTAL

No rented or leased Home may be sub-rented or sub-leased.

C. SALE OR RENTAL OF HOME

If a Home being purchased has tenant occupying it the two year rental restriction period will apply at the time that the tenant vacates the House.

D. LEGAL HEIRS AND TWO (2) YEAR RENTAL LIMITATION

Legal heirs will not be bound by the two (2) year ownership requirements. Both legal heirs and prospective renters must be screened and heirs must provide supportive documentation

The Board of Directors for the Association must be notified immediately, either by a realtor, Owner, or Bank, of the pending sale, rental, or leasing of the Home, or of any other occupancy of the Home which is not a sale, rental, or leasing of the Home but which is intended to last one hundred and eighty (180) days or more.

G. NOTICE OF PROSPECTIVE OCCUPANTS

The realtor or Owner must advise the prospective occupant that Mainlands Seven requires that the prospective occupant submit an application for Approval of Residency, which will be obtained from the Management Company, and then given to the Welcome Orientation Screening Committee. An administrative charge will be made at the time the application is processed.

Section 2. APPROVAL OF OCCUPANCY

A. WRITTEN APPROVAL OF ALL OCCUPANTS

All occupants intending to stay in a Home on a Lot in excess of one hundred and eighty (180) cumulative days per twelve month period, must seek and obtain the prior written approval of the Board, and be screened by the Board, before commencing such occupancy. Occupants originally not intending to stay in a Home on a Lot in excess of one hundred and eighty (180) cumulative days per twelve month period, but whose occupancy continues longer than originally intended, must seek and obtain the prior written approval of the Board, and be screened by the Board, before continuing occupancy beyond the one hundred and eightieth day.

B. SCREENING COMMITTEE

The Officers and Directors of the Association shall act as a Screening Committee or the President can appoint a three or more member Screening Committee. The Screening Committee shall determine whether the prospective Lot owner, renter or lessee, or other occupant of the Lot, for which an application has been submitted and approval of the occupancy is sought.

Specifically, acceptance of the applications(s) will be determined by:

1. Confirmation that the applicant agrees to uphold and abide by the Constitution and Bylaws and Declaration of Restrictions.
2. Current income information and current employment information.
3. A credit history, which determines that the applicant does not represent a potential burden to the Association.
4. A criminal background report, which concludes that the application does not represent a threat to the safety and well being of Members of the Community.
5. Such other information as the Association may reasonably require as determined by the Board.

C. WRITTEN APPLICATION

All prospective purchasers or owners of a Lot and all prospective occupants of a Lot must all be identified by name on the application submitted to the Association, and appropriate information as requested on the application form must be supplied for all prospective purchases, owners and occupants, and all are to be physically present at any interview required by the Screening Committee, unless their presence is excused by the Screening Committee. A non-refundable charge of the cost of background investigations and a non-refundable transfer fee to offset the cost of the Association of the approval and screening process may be charged by the Association and, if so charged, payment for the same shall

background investigations as specified above which may be in addition to a charge for a transfer fee to offset the cost of the approval and screening process.

E. INVESTORS REQUIREMENT TO PAY SIX (6) MONTHS OF ASSESSMENTS

Any purchaser of a Lot who is not a natural person, or any purchaser of a Lot, who is purchasing the Lot purely for investment purposes and does not intend to occupy said Lot, shall be required to pay the Association six (6) months of the then current regular monthly assessments at the time of the closing on the Lot which payment shall be applied to the first six months of assessments due on the Lot subsequent to the closing, and shall thereafter be required to pay continuing assessments due on the Lot in advance in six-month increments. Such payment shall be due not later than the first day of each six-month period.

F. PURCHASER SHALL PROVIDE DOCUMENTATION OF THE 3% OF PURCHASE PRICE IN CASH AT CLOSING

Any purchaser of a Lot shall be required to pay three percent (3%) of the total purchase price in cash at the closing of the purchase, or such greater percentage as may be set by the Board of Directors from time to time, such that only ninety-seven percent (97%), or such lesser percentage as may be set by the Board of Directors from time to time, of the total purchase price of the Lot may be financed at the time of the closing. A copy of the purchase contract reflecting the amount of the down payment shall be provided to the Board at the time of the application to approve the prospective purchasers of the Lot. In addition, proof that the purchaser is able to provide from purchaser's own funds, and not from any borrowed funds, the required percentage specified above to be paid in cash at closing, shall be submitted along with purchaser's application for approval. Further, proof that three percent (3%), or such greater percentage as set by the Board, or the total purchase price of the Lot has been paid in cash by the purchaser at closing from purchaser's own funds shall be provided to the Association promptly after the closing.