

This Instrument Prepared by and Return to:
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**CERTIFICATE OF AMENDMENT
TO AMENDED AND RESTATED BYLAWS FOR
WHITTIER TOWERS APARTMENTS ASSOCIATION, INC.**

THIS AMENDMENT is made this 29th day of April 2024, by **WHITTIER TOWERS APARTMENTS ASSOCIATION, INC.**, (hereinafter “ASSOCIATION”) pursuant to the **Amended and Restated Bylaws of Whittier Towers Apartments Association, Inc.** (hereinafter “BYLAWS”), which has been duly recorded in the Public Records of Broward County, Florida, as follows:

INSTR# 117776049 Pages 1-29

WHEREAS, Pursuant to Article III, Section 5 and Article XI, Section 1 of the Amended and Restated Bylaws, the written agreement of a majority of the Owners/Shareholders of the Association may consent to amending the Bylaws by casting his/her or their written consent vote to such amendments.

WHEREAS, the Board of Directors hereby attests that 30 out of 50 Shareholder/ Unit Owners have consented in writing, to the Amendment to the BYLAWS, thereby meeting the requisite number of votes needed to amend the Bylaws with the amendment as set forth hereinbelow;

WHEREAS, the Amendment set forth herein does not materially or adversely alter the proportionate voting interest appurtenant to any parcel, does not increase the proportion or percentage by which a parcel shares in the common expenses of the ASSOCIATION, nor impair the rights and priorities of any lienors or mortgagees;

NOW, THEREFORE, the undersigned hereby certify that the Amendments to the BYLAWS set forth herein are a true and correct copy of the Amendment as approved by the membership:

1. Amend Article VII, Section 4 of the Amended and Restated Bylaws, as follows: (Removal of language by ~~strikeout~~ and additions by underline and ... noting unchanged language)

“Section 4. Subleasing or Rental Restrictions. The Owner of a Proprietary Lease, whether Resident or Special, may only sublet, lease or rent the apartment premises assigned to Proprietary Lease in accordance with the provisions set forth in these Bylaws.

In the case of a Special Owner, a sublease, lease or rental shall also terminate upon the death of the sublessee, tenant or occupant.

- (a) The subleasing of a leased apartment must be approved by the Board of Directors, not only with reference to the occupants of the apartment but also with reference to the period of time for the sublease. **Effective upon the recording of this amendment, no**

more than 30% of the Units may be under a lease agreement at any one time, including both monthly and annual renters. Additionally, there shall be no sub-lease, rental or lease of a Unit during the first twelve months from execution of the Proprietary Lease by the Owner and Association. Owners who have closed on the purchase of their apartment prior to the recording of this amendment are grandfathered-in and may continue to rent until such time they relinquish their Proprietary Lease to a new Owner. A new owner is one who purchases and signs a Proprietary Lease after the recording of this amendment. The new Owner is not permitted to rent if the cap amount will be exceeded. However, a lease that is in effect at the time of a sale will be honored, as long as the tenant has remained in good standing, but once the tenant on that lease vacates, the new Owner will only be able to re-let the unit if the cap is not met. An Owner desiring to sublease, rent or lease an apartment shall provide the Association with notice of such intent, a fully executed copy of the proposed lease, payment of an investigation fee in amounts permitted by law proof of liability insurance for the premises, in the amount of \$500,000 or more, by providing a copy of the Declaration of Insurance, and such other information as may reasonably be required by the Board of Directors. In the absence of the written approval of the Association, the lease, sub-lease or rental shall not be made and the intended tenants, lessees and/or occupants shall not be entitled to occupancy. Any occupancy in violation shall be deemed a material breach of these Bylaws.

- (b) Sub-subleasing is prohibited
- (c) No sublease or rental may be for a term of less than one (1) month or more than twelve (12) months.
- (d) Only **two (2) one (1)** subleases or rentals **are is** permitted from each calendar year.
- (e) No leases, subleases or rentals may be renewed or extended without the advance approval of the Board of Directors, however, no fee is required for the Board to consider the renewal, extension or new lease with the same tenants or occupants already approved for occupancy. If the Association does not approval a renewal or extension, the tenant shall vacate and the failure to do so constitutes a material breach of these bylaws.
- (f) Sub-lease or rental of more than **two (2) One (1)** Cooperative Units by any Owner or his/her spouse or immediate family member, regardless of whether title is held in the sole name of one or more Owners is prohibited. There is an exception for Owners who currently own multiple Units and are already under lease agreements. This provision is intended to allow ownership of multiple units by a single person individually or in conjunction with members of the Owner's immediate family but limit the number of Cooperative Units rented or subleased by said Owner or his/her family members.
- (g) Approval of a sub-lease or rental shall be conditioned upon payment of a security deposit in the amount of up to one-month's rent, to be held in a non-interest bearing account, to protect against damages to common area, Association property or portions of the Cooperative Property.
- (h) If a tenant, sublessee or occupant fails to abide by the Cooperative Act, the Cooperative Documents including but not limited to House Rules as they may be amended from time to time, the Owner shall bear responsibility for any damages or injuries to persons or property and shall have the duty to bring the tenants' (sub-lessees or occupants') conduct into compliance by whatever action is necessary including eviction. If the Owner fails to bring the conduct into compliance, the Association shall have the right,

