

Amendment

ORB 6644 Pg 1776

to the

Declarations of Condominium and By-Laws

of

SHEFFIELD L CONDOMINIUM, INC.

As Recorded in Official Records Book 1937, Pages 999-1011
and 1017-1024

Public Records of Palm Beach County

As used herein (unless substantially reworded) the following shall apply:

A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.B. Words in the text which are underlined indicate additions to the present text.

C. Whenever an ellipsis (. . .) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

1. Article II, entitled "Membership and Voting Provisions" of the By-Laws, Section 1, is further amended as follows:

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium parcel where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount equal to ~~Fifty (\$50) One Hundred (\$100)~~ or whatever allowable by law, payable to the Association, per applicant, or per family or entity. Provided, however, no such fee shall be charged if the application is for the renewal of an existing lease ~~or sublease~~ with the same lessee ~~or sublessee~~.

2. Article III, entitled, "Meeting of the Membership" of the By-Laws, is amended as follows:

Section 2. Notices. It shall be the duty of the Secretary to deliver a Notice of each annual or special meeting, stating the time and place thereof, to each unit owner of record, at least ~~five (5) but not more than fifteen (15)~~ fourteen (14) days prior to such meeting, notice of any special meeting shall state the purpose thereof.

Section 4. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than ~~three-fourths (3/4ths)~~ two-thirds (2/3rds) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, Notice of such action shall be given to all members, unless all members approve such action.

3. Article XVII, entitled "Rules and Regulations", Section 3.6, of the By-Laws, is amended as follows:

NO UNIT OWNER SHALL STORE OR LEAVE BOATS OR TRAILERS, TRUCKS, COMMERCIAL VEHICLES OR MOTORCYCLES ON THE CONDOMINIUM PROPERTY.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

4. Article VII, entitled "Method of Amendment Declaration" of the Declaration of Condominium is amended as follows:

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than three-fourth (3/4ths) ~~of the total vote of the members of the Association~~ those present in person or proxy provided a quorum is present.

5. Article XI, entitled "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" of the Declaration of Condominium, A. is amended as follows:

The sub-leasing or sub-renting of a unit owner's interest shall be ~~subject to the same limitations as are applicable to the leasing or renting of the unit~~ prohibited. The Association shall have the right to require that a substantially uniform form of Lease or Sub-Lease be used, or in the alternative, the Board of Directors' approval of the Lease or Sub-Lease form to be used shall be required. ~~After approval, as herein set forth, entire units may be rented provided the occupancy is only by the lessee, his family and guests.~~ No individual rooms may be rented, and no transient tenants may be accommodated. Where a Corporate entity is the owner of a unit it ~~may~~ must designate the occupants of the unit as it desires, and for such period of time as it desires, ~~without~~ in compliance with the provisions of Section A of this Article XI. ~~The foregoing shall not be deemed an assignment or sub-leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII of this Declaration.~~

6. Article XIII, entitled "Use and Occupancy", of the Declaration of Condominium is further amended as follows:

This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or is in any way subject to Federal laws on housing.

In no event may more than three (3) persons permanently occupy a one-bedroom unit and no more than four (4) persons may permanently occupy a two-bedroom unit.

7. Article XI, entitled "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" of the Declaration of Condominium, A. is amended as follows:

The Board of Directors of the Association, within ~~ten (10)~~ thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

8. Article XIV, entitled "Maintenance and Alterations" of the Declaration of Condominium is amended as follows:

B. There shall be no alterations or additions to the common elements or limited common elements of this Condominium, where the cost thereof is in excess of ten percent (10%) of the annual budget of this Condominium for common expenses, as to this Condominium, and this Condominium's share of common expenses as to the recreational facilities under the Long-Term Lease hereinafter referred to, except as authorized by the Board of Directors and approved by not less than ~~seventy-five (75%)~~ sixty-six and 2/3 percent (66-2/3%) of the unit owners of this Condominium; provided, the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained.

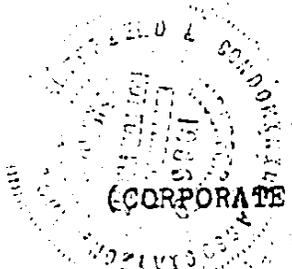
Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than ~~seventy-five (75%)~~ sixty-six and 2/3 percent (66-2/3%) of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required.

WE HEREBY CERTIFY that the above amendments do not affect the interests of the lessor of the long-term recreational lease. We further certify that said amendment was duly and properly presented to the unit owners of this Condominium at a duly called meeting wherein in excess of three-fourths (3/4) of the total membership voted to approve said amendment.

SHEFFIELD L CONDOMINIUM ASSOCIATION, INC.

By Arthur Bernhard President

Attest: Ruth Bernhard Secretary



(CORPORATE SEAL)

BEFORE ME, the undersigned authority, this day personally appeared ARTHUR BERNHARD and RUTH BERNHARD, as President and Secretary respectively of Sheffield L Condominium Association, Inc. who being by me first duly cautioned and sworn upon oath, have acknowledged that they have executed this instrument, and that said instrument is the free act and deed of said Association.

Witness my hand and seal this 16 day of November, 1990.

Lillian Walker
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 7, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



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Sheffield L Assn, Inc
c/o Ruth Bernhard, Secy.
Sheffield L-291
West Palm Beach, FL 33417

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT