

SUNFLOWER CONDOMINIUM ASSOCIATION, INC.
CERTIFICATE

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1979 JUL 27 AM 9:39

RETURN TO: SUN MANAGEMENT CORP.
551 S.E. 8 STREET, DLERAY BEACH, FL. 33444

*see
6/24/79
amend
to
6/24/79*

10.60

COMES NOW, the SUNFLOWER CONDOMINIUM ASSOCIATION, INC., and pursuant to Florida Statute 718.110 (2), makes this its Certificate of Amendment to the By-Laws of Sunflower Condominium Association, Inc., a Condominium, said By-Laws being recorded in Official Records Book #2614 at Page 1461-1473, of the Public Records of Palm Beach County, Florida.

This Certificate is to serve as the statutorily required documentation of the Amendment to the above-referenced By-Laws of the Condominium, which occurred May 17, 1979. This Amendment to the Sunflower By-Laws is in accordance with the wishes of the members of the Sunflower Condominium Association, Inc., as expressed through their ballots submitted at the Annual Meeting of the Association on May 17, 1979.

ADDITION TO Paragraph 54 of the By-Laws is as follows:

54.4 In the event any unit owner wishes to rent or lease his unit, the Association shall have the option to rent or lease said unit upon the same conditions that are offered by the unit owner to a third person. Any attempt to rent or lease said unit, without prior authorization of the Association, shall be deemed a breach of this Declaration, and shall be null and void and shall confer no title or interest whatsoever upon the intended tenant or lessee. No lease or tenancy shall be made except for a minimum period of three (3) months or a maximum period of twelve (12) months. No lease or tenancy shall be made except upon form approved by the Board of Directors of the Association, which form shall, among other provisions, require the tenant or lessee to keep, perform and abide by all terms, provisions, conditions and covenants of the Declaration of Condominium, as amended, and the Rules and Regulations of the Association as adopted from time to time by the Board of Directors.

- (a) The Board of Directors is hereby authorized to adopt and approve a standard form of lease application to require every proposed Tenant, or Lessee to complete. To establish a fee to be charged in connection with a transfer, sale or lease in an amount not to exceed the charge permitted under the Florida Condominium Act; provided that no charge or fee shall be made in connection with an extension or renewal of a lease previously approved.

- (b) A unit owner desiring to rent or lease his condominium unit shall submit a copy of the proposed lease to the Board of Directors and two bank references, and three individual references, local, if possible, and such other information (to be requested within five days from receipt of said proposed lease) as may be required by the Board of Directors of the Association, shall accompany said lease. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned. The Board of Directors, within ten days from the receipt of the proposed lease and supplemental information as required, shall either consent to the lease or rental, or by written notice to the unit owner(s), designate the Association one or more persons then unit owner(s), or any other person(s) satisfactory to the Board of Directors, who are willing to lease or rent upon the terms as those specified in the proposed lease, or the Board shall object to the leasing or renting of the tenant or lessee, for good cause. Such cause need not be set forth in the notice from the Board of Directors, in order to object for good cause. The Association shall not unreasonably withhold its consent to any prospective rental or lease.
- (c) The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors to make a binding offer to lease or rent upon the same terms and conditions specified in the unit owners' submitted lease. Thereupon, the unit owner shall either accept such offer or will withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) or failure of such person(s) to make such an offer within said fourteen (14) day period or failure of the Board of Directors to object for good cause shall be deemed consent of the Board of Directors to the submitted lease. In such case, the unit owner shall be free to lease or rent said interest to the prospective lessee or tenant named in the proposed lease within ninety days after his notice was given. Any sub-leasing or sub-renting of said unit owner(s) interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Board of Directors 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 and his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.
- (d) The consent of the Board of Directors of the Association shall be in recordable form, signed by two officers of

the Association, and shall be delivered to the lessee. Should the Association fail to act, the Association shall, nevertheless, thereafter prepare and deliver its written approval in recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as set forth above.

IN WITNESS WHEREOF, the undersigned have affixed their signature this 16th day of July, 1979.

Jack Baker
Maria Alessi
Stephen P. ...
Robert ...

David H. Weinberg
SUNFLOWER CONDOMINIUM ASSOCIATION, INC.
DAVID H. WEINBERG, PRESIDENT
Vincent F. Kane
SUNFLOWER CONDOMINIUM ASSOCIATION, INC.
VINCENT F. KANE, SECRETARY

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY That on this day personally appeared before me, the officers duly authorized to administer oaths and take acknowledgments, David H. Weinberg and Vincent F. Kane to me well known and known to me to be the individuals described in and who executed the foregoing Certificate, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Delray Beach County of Palm Beach, State of Florida, this 16th day of July, 1979.

Patricia M. Ladysman
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 16, 1982
Bonded by American Fidelity & Casualty Company

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court



This instrument prepared by:

DENNIS F. O'SHEA
GUSTAFSON, STEPHENS, FERRIS, FORMAN & HALL
1415 East Sunrise Boulevard, Suite 802
American National Bank Building
Fort Lauderdale, Florida 33304