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This Instrument Prepared by
 and PLEASE RETURN TO:

Michael J. Gelfand, Esq.
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 WILL CALL BOX 58
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 West Palm Beach, Florida 33401-2329
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**THIRTEENTH CERTIFICATE OF AMENDMENT TO THE
 BY-LAWS OF SUNFLOWER CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED of SUNFLOWER CONDOMINIUM ASSOCIATION, INC., whose mailing address is 7200 NW 2nd Avenue, Unit #175, Boca Raton, FL 33487 certifies that the By-Laws of Sunflower Condominium Association, Inc. have been amended as set forth in Exhibit "A," attached hereto. The By-Laws are attached as an Exhibit to the Declaration of Condominium for Sunflower recorded in Official Records Book 2614 at Page 1404 of the Public Records of Palm Beach County, Florida.

Dated this ✓ 30 day of August, 2012.

Witnessed by:

Signature here

Print name here

Signature here

Print name here

Signature here

Print name here

Signature here

Print name here

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sunflower Condominium Association, Inc.

By:

Mary Geiser, President

By:

Rose Kane, Secretary

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 30 day of August, 2012 by Mary Geiser and Rose Kane, the President and Secretary, respectively of Sunflower Condominium Association, Inc., who are personally known to me or who have produced _____ as identification and who did not take an oath.

Signature here

Print name here

Notary Public, State of Florida

Serial Number:

My commission expires:



EXHIBIT "A"
TO THE THIRTEENTH CERTIFICATE OF AMENDMENT
TO THE
BY-LAWS OF SUNFLOWER CONDOMINIUM ASSOCIATION, INC.

By-Law "54" entitled "Transfer of Condominium Unit" of the By-Laws of Sunflower Condominium Association, Inc., an Exhibit to the Declaration of Condominium of Sunflower, a Condominium, has been amended as follows (the language added is underlined; the language deleted is ~~struck out~~):

A Condominium Unit (being the Condominium Unit and the undivided share of the Common Elements which is appurtenant to the Unit) may be transferred in freehold by deed as provided by law. Such transfer of ownership, but not by lease or otherwise, shall automatically confer membership in this corporation unto the transferee as provided and subject to the provisions of the Declaration of Condominium of Sunflower, a Condominium, and these By-Laws. ~~The owner of each Condominium unit shall be free to sell mortgage, pledge or lease said Unit; provided, however:~~

54.1 Process. Before any Unit Owner transfers the Owner's ~~shall sell his~~ Condominium Unit, the Owner ~~he~~ shall first obtain the consent of the corporation's by action of its Board of Directors or authorized agent. Any attempt to transfer a Unit without first obtaining the corporation's prior written approval shall: be a breach of the Declaration and these By-Laws, be null and void; and, confer no title or interest whatsoever upon the intended transferee.

(a) Application. To obtain the corporation's consent, the ~~The~~ Unit Owner shall submit to the corporation a completed application which shall consist of items required by the Board of Directors, including, but not be limited to: a legible copy of the proposed contract of sale, lease, or other writing which constitutes the agreement for the transfer, the complete terms for which must be in a writing; ; a completed notice of intent to sell or lease form, and a completed application form; to the Board of Directors of the corporation, together with a financial statement or credit reports of the criminal, credit and background history of the proposed transferee and proposed Unit occupants; a transfer fee not exceeding any limit which maybe provided by law; three personal and three financial references; interview which may be required to be in person; and, such other information as the corporation may request. ~~concerning the purchaser and the~~

(b) Approval and Denial. The corporation shall have thirty (30) twenty (20) days from actual receipt of the complete application foregoing within which to approve or disapprove the transfer sale. No person may occupy a Unit unless clearly disclosed in the application form, temporary guest occupancy, for no more than fourteen days per twelve month period shall be

regulated by rule adopted by the Board of Directors.

(I) Approval. If the transfer is approved, the approval shall be stated in a certificate executed by an two officers of the Association; which shall be in recordable form and be delivered to the Unit Owner.

(ii) Denial. If the corporation fails to approve the transfer, the Board of Directors shall affirmatively state so; however, a denial is not required to state the reason for the denial. ; If the proposed transfer is a sale, and if the application was accompanied by the Unit Owner's written demand for an alternative purchaser if the corporation does not approve of the sale, then and shall agree on behalf of the corporation or the corporation's designee shall to purchase the Condominium Unit on the same terms and conditions as set forth in the written agreement contract submitted to the Association as part of the Application, provided such agreement contract is bona fide, the closing of the transaction and the terms and conditions thereof shall be strictly in accordance with said contract; however, to the extent permitted by law, if the terms are such that corporation or its designee cannot close, such as but not limited to terms that are personal to Unit Owner and proposed purchaser, then the sale shall not occur. If the transfer is other than a sale, and the corporation does not approve of the transfer, then the transfer shall not occur.

In the event that the corporation approves the sale and the closing of the contract does not take place, any future sales of the Condominium Unit shall require reapplication for such contract.

(c) Bona fide. If the proposed transaction is a sale, then the agreement for the sale shall not be considered bona fide, and neither the corporation nor its designee must purchase the Unit if the corporation does not approve the sale if the corporation reasonably believes that a transferee or an individual intended by the transferee, to reside in the Condominium Unit has:

(I) A felony conviction for a crime of violence, moral turpitude, sexual offense, sexual battery, sexual abuse or lewd and lascivious behavior, sale or possession of a registered or controlled substance;

(ii) Within ten years before the date of the Application a felony conviction for a crime of theft, dishonesty; or, destruction of property;

(iii) Within ten years before the date of the Application a conviction of two or more first degree misdemeanor charges;

(iv) An intent, or history indicating a pre-disposition to violate any of the Condominium's use restrictions, including, but not limited to a history of destructive behavior or disregard for the rights and property of others as evidenced by criminal history, participation in a social organization or associations, or by conduct or in the neighborhood of the Condominium or otherwise;

(v) Been indicted or is the subject of a pending information concerning any of the acts above;

(vi) An intent to permit, or permitting the Condominium Unit to serve as security for a loan or loans exceeding ninety percent of the Unit's purchase price;

(vii) Not been current in the payment of any monetary obligation owed to the Association; or,

(viii) Appeared to not be financially able to meet the obligations that are incumbent upon a Unit Owner and other financial obligations not related to the Unit.

(d) Enforcement. In case of a claim of a violation of any provision of this Article 54, then the Unit Owner shall be responsible for all expenses incurred by the Association concerning enforcement of the requirements set forth herein, whether or not enforcement is obtained through the institution of legal proceedings. To the extent permitted by law, all expenses of enforcement shall be treated as a lien against the violating Unit Owner's Unit and shall be collected in the same manner as and have the priority of a lien for assessments

54.2 3 Mortgages. The provisions relating to leases and sales provided for herein shall not apply to any institutional mortgagee as defined in the Declaration of Condominium who acquires title to any unit by foreclosure, or deed in lieu of foreclosure during the time such institutional mortgagee continues to hold title.

54.3 4 Leasing. In the event any unit owner wishes to ~~rent or lease the Owner's Unit his unit,~~ the Association shall have the option to ~~rent or lease~~ said unit upon the same conditions that are offered by the ~~u Unit o~~ Owner to a third person. ~~Any attempt to rent or lease said u Unit, without prior authorization of the Association, shall be deemed a breach of these condominium documents and shall be null and void and shall confer no title or interest whatsoever upon the intended tenant or lessee. Unit owners shall be responsible for all costs incurred by the Association in enforcement of the requirements set forth herein, whether or not enforcement is obtained through the institution of legal proceedings. All such costs of enforcement shall be treated as a lien against the violating unit owner's unit and shall be collected in the same~~

manner as any other assessment, including, but not limited to, the filing of a Claim of Lien.

As of the effective date of this amendment, u

(a) Waiting Period. A Unit o Owner s may not lease the Owner's Unit ~~their unit~~ during the first twelve (12) months of ownership. Thereafter, a Unit o Owner s may must lease the Owner's Unit ~~their units~~ in accordance with the following restrictions set forth in the Declaration or these By-Laws as supplemented by the Association's Rules and Regulations. However, if a Unit ~~In the event a unit~~ is sold subject to a lease, either the lessee must vacate within thirty (30) days of the sale, or the lessee may continue to lease the unit for the unexpired term of the lease, in which case, the above-described twelve (12) month lease restriction runs from the expiration date of such lease.

(b) Term. No lease or tenancy shall be made except for a minimum ~~of~~ period of three (3) months or a maximum period of twelve (12) months. No more than one lease or tenancy shall commence in any twelve month period.

(c) Compliance. No lease or tenancy shall be made unless the lease agreement provides, and if the agreement does not, then the agreement shall be deemed to provide, that following are submitted to the Board: a completed application form and a completed notice of intent to sell or lease, containing a provision empowering the corporation is authorized Association to act as the ~~u~~ Unit o Owner's agent to compel compliance by lessee(s) and/or their guests and invitees with all terms, provisions, conditions and covenants of the Declaration of Condominium, as amended, its supportive exhibits, the Condominium Act, 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 require every proposed Tenant, or Lessee to complete a notice of intent to sell or lease and a lease application. 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, as amended from time to time; 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 of 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 twenty days from 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 one or more persons 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 of the leasing or renting of the tenant or lessee, for good cause, in which case the board of Directors is not required to designate a substitute lessee. 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 owner's 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 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 is given. (i) All occupants of a unit must be stated in the application for lease. Any occupant not named in the application, who subsequently resides in the unit, must be screened and approved as provided in this Article. Any person subleasing or sub-renting a unit shall also be screened and approved as provided in this Article, subject to the same limitations as are applicable to the leasing or renting thereof.~~

~~(d)(ii) Entire Unit. After approval as herein set forth, entire units may be rented provided occupancy is only by the approved lessee(s) and the lessee's family and guests. No individual rooms may be rented and no transient tenants may be accommodated; however, any owner may rent to up to one roommate every twelve months which roommate is subject to screening and approval as provided in this Article for tenants and sub-tenants. No unit may be sub-leased or assigned.~~

~~(d) — The approval of the Board of Directors of the Association shall be stated in a certificate, which shall be in recordable form, signed by two officers of the Association, and shall be delivered to the unit owner. 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.~~

54.4 5 Deposit. The corporation Association has the right to require as a condition

to permitting the lease of a Unit, the depositing of monies by the Owner. To the extent not prohibited by law, this deposit shall be in an amount equal to one month's rent Two Hundred Dollars (\$200.00) or such other amount determined by the Board; allowable by law which may be placed by the corporation Association in a co-mingled account without interest; ; Upon termination of the lease occupancy of the Unit by the lessee; the corporation Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or the lessees' family, guests and his invitees, including but not limited to damage to the Common Elements or Limited Common Elements; and, the corporation shall return to the Unit Owner any . Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the Unit Owner lessee by the Association not later than fifteen (15) days from the date of notice received by to the corporation Association of the termination of lease occupancy by the Unit by lessee.

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