

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
SUNFLOWER CONDOMINIUM  
(AMENDING BY-LAWS OF  
SUNFLOWER CONDOMINIUM ASSOCIATION, INC.)

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1982 JUN 14 PM 2:30

THIS IS TO CERTIFY THAT:

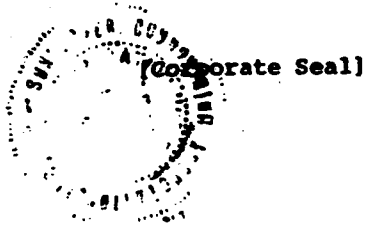
1. The attached is an Amendment to the Declaration of Condominium of Sunflower Condominium (the "Declaration") amending the By-Laws of Sunflower Condominium Association, Inc. (the "By-Laws"). The Declaration is recorded in Official Record Book 2614 at Page 1404 of the Public Records of Palm Beach County, Florida. The attached Amendment was duly adopted by the members and the Directors of the Sunflower Condominium Association, Inc., at its Annual Meeting held on May 24, 1982, in accordance with requirements for amending the By-Laws as set forth both in the By-Laws and the Florida Condominium Act.

Executed at Boca Raton, Florida.

Date: May 24, 1982

SUNFLOWER CONDOMINIUM ASSOCIATION, INC.

By Judith A. Loggson, Vice  
Its Vice President



ATTEST:  
Jane Michelson  
Its Secretary

83740 R1987

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

The foregoing Instrument was acknowledged before me this 24th day of May, 1982, by Judith A. Loggson, Vice President of Sunflower Condominium Association, Inc., on behalf of said Condominium Association.

Notary for  
Lawrence J. Miller, Esq.  
1300 N. Federal Hwy  
Suite 208  
Boca Raton, Florida 33432

Lawrence J. Miller  
Notary Public


My Commission Expires: May 24, 1985

State of Florida )

County of Palm Beach)

24th The foregoing instrument was acknowledged before me this  
day of May, 1982, by Gene Michaelson,  
Secretary of Sunflower Condominium Association, Inc., on behalf  
of said Condominium Association.

*Lawrence A. ...*  
Notary Public



My Commission Expires:

...

8870 R1000

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
SUNFLOWER CONDOMINIUM  
(AMENDING BY-LAWS OF SUNFLOWER CONDOMINIUM ASSOCIATION, INC.)

This Amendment to the Declaration of Sunflower Condominium amends Articles 4, 14, 19, 21, 32, 50, and 51 of the By-Laws of Sunflower Condominium Association, Inc., such By-Laws having been incorporated into the Declaration of Condominium of Sunflower Condominium, which Declaration was recorded in Official Records Book 2614 at Page 1404 of the Public Records of Palm Beach County, Florida.

This Amendment is made in accordance with Article 11 of the By-Laws and relevant provisions of applicable sections of Florida Statutes.

[The amended Articles 4, 14, 19, 21, 32, 50 and 51 are attached hereto and made a part hereof].

Executed at Boca Raton, Florida.

Date: May 24<sup>th</sup>, 1982

SUNFLOWER CONDOMINIUM ASSOCIATION, INC.

BY: Judith A. Laalisc, Pres.  
Its Vice President



(Corporate Seal)

ATTEST:

Gene Michaelson  
Its Secretary

3740 B1989

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

The foregoing Instrument was acknowledged before me this 24<sup>th</sup> day of May, 1982, by Judith A. Laalisc Vice President of Sunflower Condominium Association, Inc., on behalf of said Condominium Association.

Lawrence J. [Signature]  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires Jan. 17, 1984


My Commission Expires:

STATE OF FLORIDA )

COUNTY OF PALM BEACH)

24th) The foregoing instrument was acknowledged before me this day of May, 1982, by Gene Michaelson Secretary of Sunflower Condominium Association, Inc., on behalf of said Condominium Association.

*Laurence M. ...*  
Notary Public

A circular notary seal for the State of Florida. The outer ring contains the text "NOTARY PUBLIC STATE OF FLORIDA". The inner circle contains the text "NOTARY PUBLIC STATE OF FLORIDA" and "My Commission Expires Jan. 17, 1984".

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Jan. 17, 1984

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4. The first annual meeting of members shall be held as set forth in Article VIII of the Articles of Incorporation, and subsequent annual meeting shall be held on the second Monday of December of each and every year on the same date in each succeeding year, unless such date falls on a Sunday or legal holiday, in which event, it shall be held on the next secular day following at 7:00 P.M.; provided, however, that for purposes of implementing these By-Law provisions the first annual meeting under this provision shall be December 12, 1983, unless otherwise directed by the membership of the Association. At such meetings, the members shall elect, by majority vote, such member or members of the Board of Directors as they shall be entitled to elect in accordance with the Articles of Incorporation, and transact such other business as may properly be brought before the meeting.

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14. The number of Directors which shall constitute the Board of Directors shall be not less than three (3) nor more than five (5). A majority of the Board of Directors shall constitute a quorum for all purposes. The initial Board of Directors and the manner of filling vacancies of the initial Board of Directors shall be as set forth in Article VII of the Articles of Incorporation of the corporation, and they shall serve as provided for therein until the first annual meeting of the members, or until their successors are chosen and qualify. The Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve until the next annual meeting and/or until his successor shall be elected and qualify. Directors must be members or nominees of members, except as otherwise provided for in the Articles of Incorporation. No Director may serve for more than two terms in succession.

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19. SUBSTANTIAL REWRITE  
~~The salaries of all officers, employees and agents of the corporation shall be fixed by the Board of Directors, excepting that the salaries for directors for services other than as such shall be fixed by the members, as provided in the succeeding Paragraph 21.~~

No Director shall receive any compensation or consideration for any service rendered to the Association or its committees; nor may Director receive compensation or consideration from any company or entity employed by or otherwise servicing the Association.

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21. Directors, as such, shall not receive any compensation for their services, ~~provided that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor. The salaries for Directors for services other than as such shall be fixed by the members.~~

32. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Officers shall not receive any compensation or consideration for any service rendered to the Association or its committees nor shall any Officer receive any compensation or consideration from any company or entity which is employed by or services the Association.

50. The Board of Directors shall establish and approve an annual budget of common expenses and shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership, operation and maintenance of the condominium property, including its operating expenses, the payment for any items of betterment, and the establishment of appropriate operating accounts or reserve funds as the Board of Directors shall deem meet and proper. That sum or sums shall include provision for property taxes and assessments of the Condominium (until such time as any of such taxes and assessments of the Condominium Units individually, and thereafter as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium Property and improvements thereof (and such personal property of the Condominium as are part of its Common Elements), which may include a deductible provisions, premiums for adequate public liability insurance as specified in the Declaration, legal and accounting fees, management fees, operating expenses of the Property and this corporation, maintenance, repairs and replacements, (but only as to the Common Elements, except for emergency repairs or replacements deemed necessary to protect the Common Elements and property chargeable to the individual Condominium Units concerned), charges for utilities and water used in common for the benefit of the Condominium, cleaning and janitor service of the Common Elements, any expenses and liabilities incurred by the corporation in connection with the indemnification of officers and directors provided for herein and in and about the enforcement of its rights or duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the Unit Owners.

After the initial determination of the annual cash requirements to be made, the subsequent determination thereof shall be made on a calendar year basis by the Board of Directors on or before the second Monday in November by the first Tuesday in the month of April of each year, unless the time thereof shall be changed by resolution of the Board of Directors. A copy of the proposed annual budget of common expenses shall be mailed to the Unit Owners not less than thirty (30) days prior to the meeting at which the Board of Directors shall consider the budget, together with a notice of the time and place of such meeting, which shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which required assessment against the Unit Owners in any fiscal year exceeding one hundred fifteen per cent (115%) of such assessments for the preceeding year, upon written application of ten per cent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held upon ~~not less~~ <sup>not less</sup> than ten (10) days' written notice to each Unit Owner but within thirty (30) days of the delivery of such application to

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any director, at which special meeting the Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revision of the budget or the recall of and all members of the Board of Directors shall require a vote of not less than a majority of all Unit Owners entitled to vote. The Board of Directors may in any event propose a budget to the Unit Owners at a special or annual meeting of the Unit Owners or by written consent in lieu of such special meeting, and if such proposed budget be approved by the Unit Owners at such the special meeting, or by a majority of their whole number by written consent, such budget shall not thereafter be re-examined by the Unit Owners in the manner hereinabove set forth, nor shall the Directors be recalled by the terms hereof. In determining whether assessments exceed one hundred fifteen per cent (115%) of similar assessments for prior years, there shall be excluded in the computation in any provision for reasonable reserves made by the Board of Directors in respect or repair or replacement of the Condominium Property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation, assessment for betterments to the Condominium Property imposed by the Board of Directors.

51. Regular assessments shall be paid by the members on a monthly basis. The standard of assessments for the first year of operation (or pro rata part thereof) shall be set forth in a projected operating budget of the Condominium. Said assessment shall be computed then and thereafter in the manner set forth in the Declaration of Condominium and these By-Laws. When the assessment is fixed by the Board of Directors, it shall be effective the first day of the following calendar year, or upon implementation and assessment, but shall in no event be retroactive. -retroactive-to-the-first-day-of-that calendar-year-and-the-Unit-Owners-will-be-credited-against-any-accrued-monthly-assessment-charges-for-that year-with-the-sums-they-have-theretofore-paid-in-that year- Monthly assessment charges once fixed shall continue until changed by the Board of Directors hereunder and shall be due and payable with notice, or demand, not later than the fifth (5th) days of each month of the month due. With respect to changed assessments and/or demands for retroactive arrearages, notice in writing must be given to each member, and payment will be due and payable without further or other notice within ten (10) days of the posting of such notice as hereinabove provided for the service of notices. Provided, however, nothing contained herein shall preclude the implementation of retroactive special assessments.

It is understood between the members and the corporation that an assessment fixed hereunder is based upon the projection and estimate of the Board of Directors, and may be in excess of, or less than, the sums required to meet the cash requirements of the Condominium, in which event, the Board of Directors, by appropriate action taken at a meeting, consistent herewith, may increase or diminish the amount of said assessment of each Unit Owner of his appropriate share of any deficiency as fixed by the Board of Directors.

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The aforescribed assessment charges shall not include assessments for utilities separately charged and metered to each Unit and consumer thereof. Nor shall said assessments include any charges for alteration, repairs, maintenance, etc., chargeable to an individual Condominium Unit, the obligation of the Unit owner must be made for the protection of the Common Elements of the Condominium and same have not been made by the Owner of the Unit concerned.

Special assessments, should they be required, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (i) those chargeable to all members in the same proportion as regular assessments to meet shortages or emergencies, and (ii) those assessed against one member alone (requiring unanimous vote of the Board) to accomplish repairs and maintenance for which he is responsible within his Unit, which he has failed to make, which situation impairs the value of or endangers the Common Elements of the Condominium, or which are for expenses incident to the abatement of a nuisance within his Unit.

Common expenses which are to be the subject of said assessment shall be defined from time to time by the Board and shall include all items of expense pertaining to the operation and maintenance of the Common Elements of the Condominium, the operation of this corporation and its expenses, and other lawful expenses authorized or described by Chapter 711, Florida Statutes, the Declaration of Condominium, the Articles of Incorporation, or these By-Laws, as they may from time to time be amended; provided, however, that material alterations or substantial additions to the common elements may be authorized only by an amendment to the Declaration of Condominium pursuant to Section 711.06 (3), Florida Statutes.

SUNFLOWER CONDOMINIUM ASSOCIATION, INC.

By: Judith A. Lepore, Pres.  
Its Vice President



ATTEST:

Gene McCarlson  
Its Secretary

83780 N1994