

AMENDMENTS TO THE BY-LAWS FOR  
SUNFLOWER CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining;  
deletions indicated by "----")

AMENDMENT TO ARTICLE 54  
OF THE BY-LAWS

54. 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 shall automatically confer membership in this corporation unto the transferee. The owner of each Condominium unit shall be free to sell mortgage, pledge or lease said Unit; provided, however:

54.1 Before any Unit Owner shall sell his Condominium Unit, he shall first obtain the consent of the corporation by action of its Board of Directors. The Unit Owner shall submit a copy of the proposed contract of sale, a completed notice of intent to sell or lease form, and a completed application to the Board of Directors of the corporation, together with a financial statement or credit report concerning the purchaser and the corporation shall have twenty (20) days from receipt of the foregoing within which to approve or disapprove the sale. ~~If the corporation remains silent, it shall constitute an approval.~~ If approved, the approval shall be stated in a certificate executed by two officers of the Association, which shall be in recordable form and be delivered to the Unit Owner. If the corporation fails to approve, the Board of Directors shall affirmatively state so, and shall agree on behalf of the corporation to purchase the Condominium Unit on the same terms and conditions as set forth in the contract submitted to it, provided such contract is bona fide, and the closing of the transaction and the terms and conditions thereof shall be strictly in accordance with said contract. In the event that the corporation ~~remains silent or grants consent to such transfer~~ 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 consent.

~~54.2--The provisions relating to leases and sales provided for herein shall not apply to the Declaration defined in the Declaration of Condominium, and such Declarer, upon whom it confers the rights provided herein, shall be free to sell or lease any unit without consent or approval of the corporation, and to any person and upon any terms and conditions as the Declarer determines.~~

54.3 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.

54.4 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 amendment attempt to rent or lease said unit, without prior authorization of the Association, shall be deemed a breach of ~~this Declaration~~ 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, unit owners may not lease their unit during the first twelve (12) months of ownership. Thereafter, owners must lease their units in

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accordance with the following restrictions. 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 unexpired term of the lease, in which case, the above-described twelve (12) month lease restriction runs from the expiration date of such lease.

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 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 tenant or lessee to keep, perform and abide by~~ unless the 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 Association to act as the unit owner's agent to compel compliance by lessee(s) and or their guests 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 ~~approve a standard form of lease application to~~ 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 ten 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 to 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 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 is given. 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

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screened and approved as provided in this Article. Any person subleasing or sub-renting of-said a unit owner(s) interest 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. ~~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 occupancy is only by the approved lessee(s) and his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

(d) The consent 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 lessee 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.

54.5 The Association has the right to require, as a condition to permitting the lease of a unit, the depositing of Two Hundred Dollars (\$200.00) or such other amount determined by the Board allowable by law which may be placed by the Association in a co-mingled account without interest. Upon termination of occupancy of the Unit by the lessee, the 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 his invitees, including but not limited to damage to the Common Elements or Limited Common Elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by lessee.

B5327 P.1533

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