

This Instrument Prepared by  
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**ELEVENTH CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM FOR SUNFLOWER CONDOMINIUM**

THE UNDERSIGNED of Sunflower Condominium Association, Inc., whose mailing address is 7200 NW 2<sup>nd</sup> Avenue, Unit #175, Boca Raton, FL 33487 certifies that the Declaration of Condominium for Sunflower recorded in Official Records Book 2614 at Page 1404 of the Public Records of Palm Beach County, Florida, has been amended as set forth in Exhibit "A" attached hereto.

Written consent for the amendment has been given in accordance with the provisions of §617.0701(4) Fla. Stat. (2008).

The undersigned further certify that pursuant to Article 12.4.1 of the Declaration of Condominium for Sunflower Condominium as amended by an instrument recorded May 15, 1979 in Official Records Book 3059 at Page 0271 of the Public Records of Palm Beach County, Florida that two-thirds or more of the unit owners entitled to vote voted in favor of the amendment.

Dated this 16 day of April, 2009.

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:

Sandy Estner, Secretary

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 17 day of April, 2009 by Mary Geiser and Sandy Estner, 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  
Christina Michele Troiano  
Commission # DD764129  
Expires: APR. 20, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public, State of Florida

Serial Number:

My commission expires:

7/20/12  
F:\WP\00265\certam090416tgl.wpd

**EXHIBIT "A" TO  
ELEVENTH CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM FOR SUNFLOWER CONDOMINIUM**

The Declaration of Condominium for Sunflower Condominium, is amended as follows (the language added is underlined; the language deleted is ~~struck out~~):

**1. Article 16.5 of the Declaration of Condominium for Sunflower Condominium is amended as follows:**

Assessments and installments that are not paid when due shall bear interest from the date when due at the highest rate allowed by law until paid, plus a late charge of up to \$25.00 as determined by the Board of Directors, for each installment. If a unit owner shall be in default in the payment of an installment of an assessment for thirty days after the due date thereof, then:

a. ~~the Board of Directors Association~~ Association may accelerate the remaining installments of the annual assessment upon notice to the unit owner, in which case, the unpaid balance of the entire assessment shall become due and payable in full fifteen (15) days after ~~receipt~~ mailing of the notice; and,

b. if the Unit is leased, then:

- i. the tenant shall pay all monies, whether as rent or otherwise, owing under the lease directly to the Association until payment of the Unit's assessments, interest, late charges, collection and attorneys' fees and court costs are paid in full for which the unit owner, contingent upon a default, transfers, assigns, conveys, set over and delivers to the Association all monies, whether as rent or otherwise, owing under the lease with the right but without the obligation to collect all of said monies which may come due under the lease;
- ii. the Association may communicate to the tenant the amount the Association claims due;
- iii. the unit owner irrevocably authorizes the tenant to rely upon and comply with any notice of demand from the Association for payment to the Association of any monies due under the lease; and,
- iv. Upon notice and to the extent monies are due from tenant to the unit owner pursuant to the lease, then the tenant is jointly and severally liable with the unit owner for all assessments and installments, interest, late charge, collection and attorneys' fees and court costs that come due against the Unit during the tenancy period.

2. Section 25.6 entitled "Nuisance" which is a part of Article 25 entitled "Pets" of the Declaration of Condominium for Sunflower is amended as follows:

25. Pets. No pets, except fish, may be kept at the Condominium except as set forth below:

\* \* \*

25.6 Nuisance. If an animal is a prohibited breed, becomes obnoxious or a nuisance to the Association or to another Condominium resident by barking or otherwise, then the offending Unit Owner and the Unit Owner's Occupant, if any, shall immediately remedy the problem.

a. Prohibited dog breeds include Pit Bull, Rottweiler, Doberman, Chow, and Akita. The terms "Pit Bull" and "Rottweiler" refer to any dog which exhibits distinguishing characteristics which:

(i) substantially conforms to the standards established by the American Kennel Club for a Pit Bull, an American Staffordshire Terrier, a Staffordshire Bull Terrier or a Rottweiler;

(ii) substantially conforms to the standards established by the United Kennel Club for an American Pit Bull Terrier or a Rottweiler; or,

(iii) contains partial blood of a prohibited breed,

A technical deficiency in a dog's conformance shall not be construed to indicate that the subject dog is not a prohibited breed. The Board may by rule or regulation add to the list of prohibited dog breeds.

b. Upon written notice from the Association of a pet to be considered to be prohibited, obnoxious, or a nuisance, the Owner and Occupant shall remove the pet from the Condominium within five days.

c. A dog included in the prohibited breed definition is permitted to be kept by a unit owner if the dog was registered with the Association and was not violating the provisions of this Article 25 upon the Effective Date of this prohibition of breeds.

\* \* \*