

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM FOR
SUNFLOWER, A CONDOMINIUM

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

AMENDMENT TO ARTICLE 16, SECTION 16.2
OF THE DECLARATION OF CONDOMINIUM

16. The Common Expenses of the Condominium shall be as determined by the Board of Directors of the Association from time to time, but not less frequently than annually in the manner set forth in Articles 50 and 51 of the By-Laws of the Association, which are attached hereto as Exhibit "F".

16.2 Said Common Expenses shall also include:

16.2.6 Charges for Basic Cable Television.

AMENDMENT TO ARTICLE 16, SECTION 16.5
OF THE DECLARATION OF CONDOMINIUM

16.5 Assessments and installments thereon not paid when due shall bear interest from the date when due at the ~~rate of ten percent (10%)~~ percent-per-annum highest rate allowed by law until paid. Further, the Board of Directors in its sole discretion may impose a late charge in the amount of Ten Dollars (\$10.00) for any delinquent assessment.

AMENDMENT TO ARTICLE 22 OF THE
DECLARATION OF CONDOMINIUM

22. Failure of a Unit Owner to comply with the terms of this Declaration, the By-Laws and Articles of Incorporation of the Association, the Rules and Regulations, and other instruments herein referred to or attached as Exhibits shall entitle the Association, or other Unit Owners, to such relief as may be provided by law or equity, in addition to the right conferred to them by this Declaration and Exhibits attached hereto. If the Association shall be required to file any action to obtain compliance therewith, or to enforce its rights against a Unit Owner, it shall be entitled to be reimbursed for its reasonable attorney's fees and court costs, for which such Unit Owner shall be liable. Additionally, the Association shall have the right to assess fines against a Unit Owner for failure to comply with the terms of the Condominium Documents in accordance with the provisions of Article 65 of the By-Laws.

B4453 P1122

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AMENDMENTS TO THE
ARTICLES OF INCORPORATION FOR
SUNFLOWER CONDOMINIUM ASSOCIATION, INC.

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

AMENDMENT TO ARTICLE VII OF THE ARTICLES OF INCORPORATION

ARTICLE VII - DIRECTORS

The Association shall be governed by a Board of Directors consisting of ~~not less than three~~ five (5) Directors. ~~The names and addresses of the persons who are to serve as the initial Directors until removed by the Declarer or until the first annual~~

~~Marvin J. Ree
200 Lariat Circle
Boca Raton, Florida 33432~~

~~Bennis Von Aldentruck
9700 A-1-A Highway
Hutchinson Island
Jensen Beach, Florida 33457~~

~~George J. McGaffigan
666 West Germantown Pike
Plymouth Meeting, Pa. 19462~~

~~At the first annual meeting of the members, and annually thereafter, the Directors of the Association will be elected to hold office in each instance until their successor are elected and qualify. In the event of a vacancy in the initial Board of Directors prior to the first annual meeting of the members, the vacancy shall be filled by the Declarer named in the Declaration of Condominium described herein, or its successors.~~

~~The number of Directors may be increased to a maximum of five at any time prior to the first annual meeting of the members by the Declarer named in the Declaration of Condominium, or by its successors, or any any time thereafter by a majority vote of the members.~~

~~The initial Directors need not be members of the Association. Thereafter, Directors need not be members of the Association only if they are nominees of the Declarer or a corporate member, otherwise, each Director must be a member of the Association. Directors shall be elected in accordance with the provisions of the By-Laws of the Association.~~

B4453 P 1123

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

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

AMENDMENT TO ARTICLE 4 OF THE BY-LAWS

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 ~~February~~ of each and every year unless such date falls on a 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 time and place as the Board of Directors may determine. 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.

AMENDMENT TO ARTICLE 5 OF THE BY-LAWS

5. Unless waived in writing, written notice of the annual meeting shall be sent by certified U.S. mail to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least fourteen (14) days prior to the meeting, and such notice shall be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to said meeting.

AMENDMENT TO ARTICLE 14 OF THE BY-LAWS

14. The number of Directors which shall constitute the Board of Directors shall be ~~not less than three (3) nor more than five (5).~~ At the first annual meeting held subsequent to the effective date of this amendment, Board members shall be elected to staggered terms of office. Those three (3) Directors receiving the highest number of votes shall serve for a term of two (2) years. The remaining two (2) Directors shall serve for a term of one (1) year. Thereafter all Directors shall serve for a term of two (2) years. A majority of the Board of Directors shall constitute a quorum for all purposes. 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.~~

AMENDMENT TO ARTICLE 54 OF THE BY-LAWS

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 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. Unit owners shall be responsible for all costs incurred by the Association in enforcement of the requirements set forth herein, whether or not enforcement

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84453 P1124

is obtained through the institution of legal proceedings. All such costs of enforcement shall be treated as a lien against the violating unit owners' 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 accordance with the following restrictions.

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.

AMENDMENT TO ARTICLE 54 OF THE BY-LAWS

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AMENDMENT OF A NEW ARTICLE 65 TO THE BY-LAWS
(a new provision)

65. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in the manner provided herein, and such fines shall be collectible through any other enforcement procedures available to the Association as provided in the Declaration and these By-Laws, and the Condominium Act of the State of Florida, as may be amended from time to time, including, but not limited to, obtaining a money judgment against the owner of the unit which is being fined.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and the rules and regulations

B4453 P1125

of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed fifty (\$50.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) A fine pursuant to this section shall be assessed against the unit which the violator occupied at the time of the violation, whether or not the violator is an owner of that unit. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit payment in the amount of any fine or fines assessed against that unit.

(3) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents: including but not limited to legal action for damages or injunctive relief.

B4453 P1126

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

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