

Amendment

to the

Declaration of Condominium and By-Laws

of

Bedford J Condominium

As Recorded in Official Records Book 1881, Page 231
Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded) the following shall apply:

A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

C. Whenever an ellipsis (. . .) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

1. Article XI Paragraph A of the Declaration is amended as follows:

XI

PROVISIONS IS RELATING TO SALE OR RENTAL OR OTHER
ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR RENTAL OF UNITS: Association to Have
First Right of Refusal.

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In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer to the Association shall be deemed a breach of this declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Should a unit owner wish to sell, lease or rent his condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before accepting any offer to purchase, sell or lease, or rent, his condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, two Bank references and three individual references, local, if possible, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association, is authorized to waive any or all of the references aforementioned.

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The Board of Directors of the Association, within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transactions specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or the Association may designate one or more persons than unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rent or lease.

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, within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or 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 offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed content by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto, to the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given.

The consent of the Board of Directors of the Association, shall be in recordable form, signed by two Officers of the Association and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid, and not conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

A unit owner may only rent or lease his/her unit on a seasonal basis once during a twelve month period. The seasonal lease shall not be less than one month nor in excess of six months. The dates of the twelve month period and seasonal period shall be determined by the Board of Directors.

The sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association, 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 the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented and not transient tenants may be accommodated.

Where a Corporate entity is the owner of a unit, it may designate the occupants of the unit as it desires, and for such period of time as it desires, without compliance with the provisions of Section Article XI. The foregoing shall not be deemed an assignment or sub-leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII of this Declaration.

...

I (we) hereby certify that the above Amendments were approved by the Board of Directors and by in excess of Three Fourths (3/4) vote of the entire membership of the Association at a duly called meeting on March 20th 1986

BEDFORD J ASSOCIATION

By Betty Lapidus
President

Attest: Beatrice Shaffer
Secretary

Before me the undersigned authority, this day personally appeared Betty Lapidus, and Beatrice Shaffer as President and Secretary respectively of Bedford J Condominium Association, who being by me first duly cautioned and sworn upon oath, has acknowledged that they have executed this instrument as such Lessor, and that said instrument is the free act and deed of said corporation.

Witness my hand and seal this 24 day of March 1986

Noreen A. Stark
Notary Public
State of Florida At Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 23, 1988
BONDED THRU GENERAL INS. UND.

This Instrument Prepared by:

Rod Tennyson, Esquire
325-C Clematis Street
West Palm Beach, FL 33401

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

24 total units
20 "For"
2 "Against"
2 Absentees

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