

Amendment
to the Declaration of Condominium and By-Laws of JRE 7080 Pg 1488
Sallabury H Condominium Association, Inc.
As Recorded in Official Records, Palm Beach County, Florida:
Book 1724 Pages 601 - 643

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 VII, entitled **"METHOD OF AMENDMENT DECLARATION"** of the Declaration of Condominium, is amended as follows:

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of the total vote of the members of the Association: those present in person or proxy provided a quorum is present.

2. Article IX, entitled **"THE OPERATING ENTITY"** of the Declaration of Condominium, is amended as follows:

The operating entity of the Condominium shall be an unincorporated Association, pursuant to F.S. 711.12, Et Seq., Section 718.111 F.S. which shall be organized incorporated and fulfill its functions pursuant to the following provisions: -

F. The following person, who is a resident of the State of Florida, is designated as the Agent to receive service of process upon the Association, Paul B. Anton, 1720 Harrison Street, Hollywood, Florida 33022.

3. Article X, entitled **"ASSESSMENTS"** of the Declaration of Condominium, is amended as follows:

The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration. Assessments and installments that are unpaid for over ten (10) days after due date, shall bear interest at the rate of ten percent ~~(10%)~~ eighteen percent (18%) per annum from due date until paid.

4. Article XI, entitled **"PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS"** of the Declaration of Condominium, is amended as follows:

A. SALE OR RENTAL OF UNITS

The Board of Directors of the Association, within ~~ten (10)~~ thirty (30) days after receiving such notice of a proposed sale or fourteen (14) days in the case of a proposed rental, and such supplemental information as is required by the Board of Directors or Management Firm, shall either consent to the transaction 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).

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 of the unit~~ prohibited.

Where a Corporate entity is the owner of a unit it ~~may~~ must designate the occupants of the unit as it desires, and for such period of time as it desires, without ~~in compliance with the provisions of Section A of this 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.~~

No lease of any unit shall be less than four (4) months and no unit may be leased more than once in a twelve (12) month period.

The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association as of the effective date of this Amendment. However, this Amendment shall apply at the expiration of any such existing leases.

5. Article XIII, entitled **"USE AND OCCUPANCY"** of the Declaration of Condominium, is amended as follows:

No children under fifteen (15) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for ~~reasonable periods~~ a period of time not to exceed 21 days in any calendar year.

6. Article XIV, entitled **"MAINTENANCE AND ALTERATIONS"** of the Declaration of Condominium, is amended as follows:

B. There shall be no alterations or additions to the common elements or limited common elements of this Condominium, where the cost thereof is in excess of ten percent (10%) of the annual budget of this Condominium for common expenses, as to this Condominium, and this Condominium's share of common expenses as to the recreational facilities under the Long-Term Lease hereinafter referred to, except as authorized by the Board of Directors and approved by not less than ~~seventy-five percent (75%)~~ sixty-six and 2/3 percent (66-2/3%) of the unit owners of this Condominium;

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165 H Sallabury
West Palm Beach, FL 33407

Where such alterations or additions exclusively or substantially benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than ~~seventy-five percent (75%)~~ sixty-six 2/3 percent (66-2/3%) of the unit owners exclusively or substantially exclusively benefiting therefrom,

7. Article II, entitled "MEMBERSHIP AND VOTING PROVISIONS" of the By-Laws, is amended as follows:

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium parcel where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the Management Firm, ~~as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors, to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred, in an amount not to exceed the limit set by law, per applicant or per family or entity, provided, however, no such fee shall be charged for the renewal of a lease.~~

8. Article III, entitled "MEETING OF THE MEMBERSHIP" of the By-Laws, is amended as follows:

Section 2. **Notices.** It shall be the duty of the Secretary to deliver a Notice of each annual or special meeting, stating the time and place thereof, to each unit owner of record, at least ~~five (5) but not more than fifteen (15)~~ fourteen (14) days prior to such meeting.

Section 4. **Waiver and Consent.** Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than ~~three-fourths (3/4) the~~ a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, Notice of such action shall be given to all members, unless all members approve such action.

9. Article IV, entitled "DIRECTORS" of the By-Laws, is amended as follows:

Section 3. **Removal of Directors.** At any time after the first meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members, casting not less than ~~two-thirds (2/3) the~~ a majority of the total votes present at said meeting membership votes and a successor may then and there be elected to fill the vacancy thus created.

10. Article X, entitled "AMENDMENTS TO THE BY-LAWS" of the By-Laws, is amended as follows:

(2) The Amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths (3/4ths) of those present in person or proxy (provided a quorum is present) of the ~~total votes of the unit owners;~~

11. Article XVII, entitled "RULES AND REGULATIONS" of the By-Laws, is amended as follows:

6. NO UNIT OWNER SHALL STORE OR LEAVE BOATS, TRAILERS, TRUCKS, COMMERCIAL VEHICLES OR MOTORCYLES ON THE CONDOMINIUM PROPERTY without the permission of the Board of Directors.

WE HEREBY CERTIFY that the attached amendment to the Declaration and By-Laws was approved by in excess of 75% vote of the membership at a duly called meeting on: March 10, 1990,

By: Barry Stier President

Attest: Rasha Rosenthal Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH :

BEFORE ME, the undersigned authority, this 3 day of January, 1992, personally appeared Barry Stier and Rasha Rosenthal of Salisbury H Condominium Association Inc. who being by me first duly cautioned and sworn upon oath, have acknowledged before me that they have executed this instrument as such President and Secretary, that said instrument is the free act and deed of said ASSOCIATION.

Notary Public

RECORD VERIFIED
PALM BEACH COUNTY, FLA

CLERK CIRCUIT COURT

My commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 7, 1994.
BONDED WITH NOTARY PUBLIC UNDERWRITERS