



RETURN TO:
A. MELLINGER
 107 Sheffield E
 CENTURY VILLAGE
 WEST PALM BEACH, FL 33417

CFN 20100185998
 OR BK 23855 PG 1182
 RECORDED 05/19/2010 13:56:16
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1182 - 1186; (5pgs)

**CERTIFICATE OF AMENDMENT TO
 THE 1999 MODEL DOCUMENTS
 AMENDED DECLARATION OF CONDOMINIUM AND BYLAWS OF
 SHEFFIELD E CONDOMINIUM**

WHEREAS, the original **Declaration of Condominium** for **Sheffield E Condominium** was duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **1958** at Page **1404**; and

WHEREAS, the **Bylaws** for **Sheffield E Condominium Association, Inc.**, are attached as an Exhibit thereto; and

WHEREAS, the **1999 UCO Model Documents**, an **Amended Declaration of Condominium** for **Sheffield E Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **11019** at Page **756** and the Bylaws in ORB **11019** at Page **792**;

WHEREAS, at a duly called and noticed meeting of the membership of Sheffield E Condominium Association, Inc., a Florida not-for-profit corporation, was held on 4/20/2010 the aforementioned Amended Declaration of Condominium and Bylaws were amended pursuant to the provisions of said Amended Declaration and Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the aforementioned Declaration and Bylaws is a true and correct copy of the amendment as amended by the membership.

**AMENDMENTS TO
 THE 1999 UCO MODEL DOCUMENTS
 AMENDED DECLARATION OF CONDOMINIUM OF
 SHEFFIELD E CONDOMINIUM**

(Additions shown by "underlining", deletions shown by "strikeout", unaffected text indicated by "...")

Article XI of the Declaration "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" is hereby amended as follows:

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

.... In no event may any person or entity (except for the Association acquiring a unit in any manner, or an institutional mortgagee acquiring a unit through foreclosure or deed in lieu of foreclosure) own or have any ownership interest (legal or equitable) in more than two (2) units in the Condominium, including, without limitation, individually, jointly or as a partner, officer, director, shareholder, trustee,

beneficiary or employee of any partnership, corporation, company, trust or any type of entity owning any ownership interest in or to a unit. . . .

Provided, however, 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.

....

~~Provided, however, each owner shall use such apartment as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the leasing of apartments to others as a regular practice for business, speculative investment, or other similar purposes is not permitted. To meet special situations and to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his or her apartment one time during the ownership of the apartment, to a specified lessee. The provisions of this amendment shall not apply to those applications which have been reviewed or approved as of the effective date of this amendment. However, this amendment shall at the expiration of such existing leases.~~

....

~~No one, whether individual, family or corporate entity, shall be permitted to purchase or own more than two (2) units in the condominium association. However, this amendment shall not affect any multiple ownership of units vested prior to date hereof.~~

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association or Management Firm, except for a first mortgage to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be conditioned upon the mortgage holder subordinating the mortgage behind the Association's lien rights for unpaid assessments or upon conditions determined by the Board of Directors of the Association or Management Firm, and said approval, if granted, shall be in recordable form, executed by two Officers of the Association or Management Firm.

2. ~~No~~ After judicial sale of a unit, ~~nor or~~ any interest therein, through foreclosure or any other judicial process, shall be valid unless: (a) T the sale is to a and purchaser must still be approved by the Association or Management Firm, which approval shall be in recordable form, executed by two Officers of the Association or Management Firm, and delivered to the purchaser. ~~or, (b) The sale is a result of public sale with open biddings.~~

...

6. Special Provision re Sale, Leasing, Mortgaging, or Other Alienation by certain Mortgagees and Developer, and the Management firm:

(a) An Institutional First Mortgagee holding a mortgage on a Condominium parcel, or the Management Firm, or the Lessor under the Long-Term Lease, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in Lieu of Foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Long-Term Lease, ~~shall have the unqualified right to~~ may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or ~~to~~ mortgage said

parcel, ~~or occupy said parcel without prior offer to the Board of Directors or Management Firm, and~~ without the prior written approval of the ~~said~~ Board of Directors or Management Firm. The provisions of Section A. and B., No. 1-5, of this Article XI, shall ~~be inapplicable~~ apply to such Institutional First Mortgagee, or the Management Firm, and without the prior written approval of the ~~said~~ Board of Directors or Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.

...

Article XIII of the Declaration "Use and Occupancy" is amended as follows:

The owner of a unit shall occupy and use his apartment unit as a single family private dwelling, for himself and the adult members of his family, and his social guests while he is residing, who may visit for 30 days per year, and for no other purpose. Only the owner's adult children may occupy the unit in the owner's absence, with prior approval of the Board of Directors. ...

... No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except pecially trained dogs for handicapped residents who are hearing or sight impaired, with the written consent and subject to the Rules and Regulations adopted for the keeping of said pets, by the Board of Directors; provided that they are not kept, bred or maintained for any commercial purposes, and further provided that such house pets causing or creating a nuisance or unreasonable disturbance, shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board of Directors of the Association.

...

**AMENDMENTS TO THE 1999 UCO MODEL DOCUMENTS
AMENDED BYLAWS OF
SHEFFIELD E CONDOMINIUM ASSOCIATION, INC.**

(Additions shown by "underlining", deletions shown by "strikeout", unaffected text indicated by "...")

Article IV of the Bylaws, "DIRECTORS" is hereby amended as follows:

Section 1. ~~Election~~, Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of ~~not less than five (5) and not more than seven (7)~~ persons as provided in the Articles of Incorporation if applicable. The term of each Director's service shall extend until the next annual meeting of the members and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. Notwithstanding any other provision contained in these Bylaws, as amended, or in the Declaration of Condominium, as amended, all Directors shall be members of the Association. ~~The Board members shall be elected by the unit owners at the annual meeting under alternate election procedures of Section 718.112 of the Condominium Act as follows:~~

a. ~~All unit owners wishing to run for the Board must submit a written request to the Secretary at least 30 days prior to the annual meeting.~~

b. ~~At least 14 days prior to the annual meeting the Secretary shall deliver to each unit owner the Notice of Annual Meeting and list the declared candidates for the board. Said notice shall include a general proxy form which will allow unit owners to vote by general proxy for the Board candidates and all~~

~~other issues on the agenda. All proxies shall comply with Article II Section 4 of these Bylaws.~~

~~e. At the annual meeting further nominations for the Board may be made from the floor. The candidates receiving the highest number of votes for the Board vacancies shall be elected to the Board for one year. As an example, if seven persons run for the Board with five vacancies then unit owners shall vote for only five persons. Those five persons out of the seven candidates receiving the most votes shall be elected.~~

~~d. An annual meeting to elect the Board may not proceed without first establishing a quorum of at least 51% of the total voting interests in person and/or by proxy. If a quorum is not established the meeting may be adjourned not more than 60 days.~~

. . . Section 1. Non-Resident May not be a Director. Notwithstanding any other provision contained in these Bylaws, as amended, or in the Declaration of Condominium, as amended, no member of this Association who is not a resident within a unit contained in this Association may be elected or appointed to the Board of Directors. No renter may be a Director of this Association.

Section 3. Removal of Directors- (Text substantially reworded. See Section 3. for original text).

If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The board shall duly notice and hold a board meeting within 5 full business days of the adjournment of the unit owner meeting to recall one or more board members. At the meeting, the board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the association in their possession, or shall proceed as set forth in 718.112(2) (J), Florida Statutes.

Section 5. Disqualification and Resignation of Directors

...

No member shall continue to serve on the Board or to serve as an officer should he be more than ~~thirty (30)~~ ninety (90) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

* * *

WITNESS my signature hereto this 19 day of MAY, 2010, at Palm Beach County, Florida.

SHEFFIELD E CONDOMINIUM ASSOCIATION, INC.

Ronald Massa

Witness

RONALD MASSA

(PRINT NAME)

By: N. SANFILIPPO, President

N. Sanfilippo (Signature)

Attest: Ann Marie Melliger V- Pres (Title)

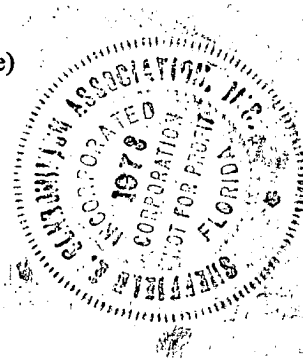
Claudette J. LaBonte

Witness

CLAUDETTE J. LABONTE

(PRINT NAME)

Ann Marie Melliger (Signature)



STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 19 day of MAY, 2010, by N. SANFILIPPO, President, and ANN MARIE MELLIGER V-P (Title). Both are personally known to me and [] did or [X] did not take an oath. The President (please check one of the following) [] is personally known to me or [X] has produced CV-ID (type of identification) as identification and (please check one of the following) [X] did or did not take an oath; the Vice President (please check one of the following) [] is personally known to me or [X] has produced CV-ID (type of identification) as identification and (please check one of the following) [] did or [X] did not take an oath.

Mary E. Patrick (Signature)

MARY E. PATRICK (Print Name)

Notary Public, State of Florida at Large

NOTARY PUBLIC-STATE OF FLORIDA
Mary E. Patrick
Commission # DD564033
Expires: JULY 08, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires: