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OR BK 16514 PG 1013
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF THE SHEFFIELD H CONDOMINIUM ASSOCIATION

As Recorded in Official Records Book 11019, Page 755; 806 and Official Records Book 12149, Page 904
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 text.
- B. Words in the text which are underlined indicate additions to the 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, Section A, of the Declaration is amended as follows:

XI

PROVISIONS 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~~

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, lease, or rent, his Condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the executed lease or purchase agreement and 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, and such other information (to be requested within five 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.

The Board of Directors of the Association, within thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors or Management Firm, shall either consent to or reject 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), ~~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 or Management Firm to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease.

~~No lease of any unit shall be less than six (6) 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.~~

Each unit owner shall use his or her unit as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the sale or leasing of units to others for business, speculative investment, or other similar purposes is not permitted. Should any person intend to purchase or lease a unit for such business, speculative investment, or other similar purposes then the Association may reject such purchase or lease. 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 his or her ownership of the apartment unit, to a specified lessee.

Failure of the Board of Directors to ~~object for good cause, reject a proposed sale or lease~~ shall be deemed consent 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 or the

Management Firm shall be in recordable form, signed by two Officers of the Association or the Management Firm, 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 or the Management Firm shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board or Management Firm as herein set forth.

The sub-leasing or sub-renting of a unit owner's interest shall be prohibited. When an owner has been granted a once in a lifetime permission to lease his or her unit, the Association or Management Firm, shall have the right to require that a substantially uniform form of Lease be used, or in the alternative, the Board of Directors' approval of the Lease form to be used shall be required. After approval, as herein set forth, the entire unit may be rented provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented, and no transient tenants may be accommodated. Where a Corporate entity is the owner of a unit it must designate the occupants of the unit as it desires, and for such period of time as it desires, in compliance with the provisions of this Article XI.

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.

B. MORTGAGE AND OTHER ALIENATION OF UNITS

(No changes are made to this section or its Amendments)

2. Article XIII of the Declaration is amended as follows:

XIII.

USE AND OCCUPANCY

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 a maximum of 30 days per year and for no

other purpose including business purposes. Therefore, the leasing of units to others for business, speculative investment, or other similar purposes is not permitted. Should any person intend to purchase or lease a unit for such business, speculative investment or other similar purposes then the Association may deny approval of such purchase or lease. 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 unit ONE time during his or her ownership, to a specified lessee.

Only the owner's adult children may occupy the unit in the owners absence, with prior approval of the Board of Directors. Unless the unit is vacant, at least one permanent occupant must be age fifty-five (55) or older. Otherwise, no person under fifty-five (55) years of age shall be permitted to reside in any of the units or rooms thereof in this condominium, except that children under the age of fifteen (15) may be permitted to visit and temporarily reside for reasonable periods not in excess of 30 days in any calendar year.

~~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 a maximum of 30 days per year, and for no other purpose.~~

The Board, upon application and review, may grant exceptions to occupancy and allow a limited number of persons under the age of fifty-five (55) when the Board finds undue hardship to the applicant.

All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age. This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or is in any way subject to Federal laws on housing.

In no event may more than three (3) persons permanently occupy a one-bedroom unit and no more than four (4) persons may permanently occupy a two-bedroom unit.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will

obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except with the written consent of 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.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls including awnings and/or storm shutters, doors or windows of the building; nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their unit; nor shall they place any furniture or equipment outside their unit, except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except in such area as is designated by the Board of Directors. No laundry facilities or equipment shall be permitted in any unit.

No person shall use the common elements or any part thereof, or a Condominium unit, or the Condominium property and recreational facilities, or any part thereof, in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto, as from time to time may be promulgated by the Association. No person shall use the recreational facilities in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time may be promulgated by the Lessor under the Long-Term Lease.

Changes to 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.

1. Article IX, Section 1, of the By-Laws is amended as follows:

ARTICLE IX.

ACQUISITION OF UNITS

Section 1. Voluntary Sale or Transfer.

Upon receipt of a unit owner's notice of intention to sell or lease, as described in Article XI, of the Declaration of Condominium to which these By-Laws are attached, the Board of Directors shall have full power and authority to consent to the transaction, as specified in said Notice, or object to same for good cause, or reject....

....

NOT A CERTIFIED COPY

AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF
SHEFFIELD H CONDOMINIUM

As recorded in Official Records Book 11019, page 755 and Official Records Book 12149, page 904
Public Records of Palm Beach County, Florida

We certify that the following Amendments to the Declaration of Condominium and By-Laws of The Sheffield H Condominium Association, Inc., were approved by a 51% vote of those present in person or by proxy, a quorum being present, of the Membership at a duly called meeting on January 31, 2004.

The Sheffield H Condominium Association, Inc.

By: [Signature]
President

Attest: [Signature]
Treasurer

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4 day of February, 2004, by P. Stodd, President and A. Barbieri, Treasurer of SHEFFIELD H CONDOMINIUM ASSOCIATION, INC, a Florida not-for profit corporation, on behalf of the corporation. They produced Picture ID (type of identification) as identification and (check one of the following) [] did or [X] did not take an oath.

[Signature]
Notary Public

Kenneth G Davis
(Printed Notary Name)

My Commission Expires: 10/03/06



Kenneth G. Davis
Commission #DD155061
Expires: Oct 03, 2006
Bonded Thru
Atlantic Bonding Co., Inc.