

This instrument was prepared by
and should be returned to:
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Hartley & Morton, Attorneys At Law, P.A.
800 Village Square Crossing, Suite 222
Palm Beach Gardens, Florida 33410

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM FOR SHEFFIELD K CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SHEFFIELD K CONDOMINIUM is made this 23 day of April, 2012, by the President and Secretary of Sheffield K Condominium Association, Inc. ("Association"), the condominium association operating Sheffield K Condominium.

WITNESSETH:

WHEREAS, the Declaration of Condominium for Sheffield K Condominium has been recorded at Official Records Book 1937, Page 952, of the Public Records of Palm Beach County, Florida ("Declaration");

WHEREAS, Article VII of the Declaration provides that the Declaration may be amended 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;

WHEREAS, amendments to the Declaration are to be certified of record as notice to the current and future owners of the property subject to the Declaration of the contents of said amendments.

NOW, THEREFORE, the President and Secretary of the Association hereby certify the following:

1. That a meeting of the members of the Association was properly convened and conducted on April 23, 2012 for the purpose of adopting the amendment, attached hereto and incorporated herein as Exhibit "A". At said members' meeting, greater than three-fourths (3/4ths) of all unit owners of the condominium approved and adopted the amendment set forth on attached Exhibit "A".
2. That a majority of the entire Board of Directors has approved the amendments set forth on attached Exhibit "A".
3. That the adoption of the amendments appears in the minutes of the Association and is unrevoked.

4. That the amendments to the Declaration bind the land subject to the Declaration and operate as covenants running with the land.

Witnesses as to
President and Secretary

SHEFFIELD K CONDOMINIUM ASSOCIATION, INC.

[Signature]
First Witness Signature

By: Bryna Stock
Signature of President

SIAO SHEN

BRYNA STOCK
President

Printed Name

Printed Name

ATTEST:

[Signature]
Second Witness Signature

[Signature]
Signature of Secretary

PATRICIA PETHGROW

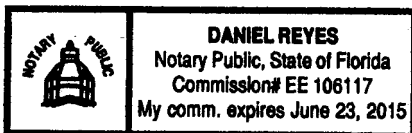
Peter L. Cruise
Secretary

Printed Name

Printed Name

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 23rd day of April, 2012 by Bryna Stock, as President, and Peter L. Cruise, as Secretary of Sheffield K Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation. The President and Secretary of Sheffield K Condominium Association, Inc. are personally known to me or have produced Both produced Florida Drivers License as identification.



SEAL

[Signature]
NOTARY PUBLIC, State of Florida

(The provisions of Article XI, Section A recorded in Official Record Book 1937, Page 952 of the Public Records of Palm Beach County, Florida shall be deleted in their entirety as ~~struck through~~ below and shall be replaced with the provisions underlined below)

EXHIBIT "A"

AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SHEFFIELD K CONDOMINIUM

ARTICLE 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 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 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 ten (10) days after receiving such notice and such supplemental information as is required by the Board of Directors, 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), designate the Association, or the Association may designate one or more persons then 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, rental 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 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, 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 no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.~~

~~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 no 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 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.~~

The provisions of Article XI, Section A recorded in Official Record Book 16246, Page 1343 of the Public Records of Palm Beach County, Florida shall be deleted in their entirety as struck through below and shall be replaced with the provisions underlined below

~~The Declaration of Condominium and By-Laws for the Sheffield "K" Condominium Association, of Century Village, West Palm Beach, Florida, is hereby amended by vote of its Board of Directors.~~

Specifically:

~~Article XI — Provisions relating to sale or rental or other mortgaging of Condominium units.~~

EXHIBIT NO. 2 BY LAWS

Amendment to the Declaration of condominium referring to Article XI, as written in the official by-laws as of this date November 30, 2003, is hereby changed to read:

~~——— No rental of units are permitted for units not currently covered by a rental agreement. Upon expiration of such a rental agreement, it may not be renewed.~~

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, rent or lease 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, rent or lease 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. All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by Chapter 718, Florida Statutes ("Condominium Act"), as same may be amended from time to time. Prospective tenants must submit to a background investigation. All transfers by lease may be conditioned upon the posting of a security deposit not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time.

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 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), 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, rental or lease.

All prospective purchasers and tenants must submit to a background investigation. The Association must approve or disapprove a sale or lease within thirty (30) days of receipt of the last of the information required by this section. The Association may disapprove a sale or lease on any reasonable grounds including, but not limited to, any of the provisions defining good cause as follows:

If good cause exists for the Association to disapprove a proposed sale or lease, Association shall not be obligated to provide a substitute purchaser or lessee. Good cause shall be defined to include the following:

- (1) The applicant fails to qualify for membership in the Association including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in this Declaration; or
- (2) The person seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons or a felony where the victim was a minor or has been convicted of any other felony within the ten (10) years preceding the date of application; or

(3) The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or

(4) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this condominium or other condominiums, homeowners associations or rental communities as a lessee, guest, owner or occupant of a home or Unit; or

(5) The Unit owner does not produce proof of casualty insurance coverage at time of closing; or

(6) The applicant fails to comply with the requirements of Article XI of the Declaration or his/her/their occupancy would violate Article XIII of the Declaration or any other use restriction or Rules and Regulations as may be amended from time to time; or

(7) No lease will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Unit is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Unit is in violation of any provision of this Declaration, Bylaws, Articles of Incorporation, or the Rules and Regulations which violation remains uncured at the time the Association is required to make its election hereunder.

Failure of the Board of Directors to object for good cause, 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 shall be in recordable form, signed by two Officers of the Association, and shall be delivered to the purchaser or lessee. Should 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 no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

The sub-leasing or sub-renting of a unit owner's interest shall be prohibited. The Association 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, entire units may be rented provided the occupancy is only the Lessee, his family and guests. No Individual rooms may be rented, and no transient tenants may be accommodated. Unit Owners may only lease their units (enter into a lease agreement) once per calendar year. The lease shall be for no longer than twelve (12) months and for no less than six (6) months. Leases may be renewed, but may not be extended. A renewal of a current lease shall be considered a new lease for the purpose of establishing the number of times per year that a unit has been leased.

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. As Sheffield K Condominium is designated as housing for older persons, occupancy must comply with

Article XIII of this Declaration. Additionally, all guests occupying a unit for more than ten (10) cumulative days in any calendar year in the absence of the unit's owner(s) shall be considered a tenant or tenants for purposes of this section. Owners may only rent their units after one year (12 consecutive months) of ownership from the date of recordation of the deed in the public records.

In the event of any conflict between the provisions of this amendment and the provisions of any other recorded governing document of Sheffield K Condominium regulating or restricting the sale or rental of units which provisions were adopted prior to the adoption of this amendment, then the provisions of this amendment shall prevail and control.

[Http://127.0.0.1/Onlinefilefolder.Com/Sheffield K Condo/Amendment For Rental.Docx](http://127.0.0.1/Onlinefilefolder.Com/Sheffield K Condo/Amendment For Rental.Docx)