

Return to: (enclose self-addressed stamped envelope)

Name

Address:

Thomas M. Keenan
402 Sheffield "Q"
West Palm Beach
FL 33417

MAY-07-1990 12:51PM 90-131522

ORB 6444 Pg 672

Property Appraisers Parcel Identification (Folio) Number(s):

Amendment
to the
Declaration of Condominium
of
SHEFFIELD "Q" CONDOMINIUM ASSOCIATION
As Recorded in Official Records,
Palm Beach County, Florida
Book 1925, Page 27

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.

WE HEREBY CERTIFY that the attached amendments to the Declaration and By-Laws were approved by in excess of 75% vote of the membership at a duly called meeting on March 18th, 1990 and duly ratified by those members unable to attend and undersigned as waiving a continuation meeting.

SHEFFIELD "Q" CONDOMINIUM ASSOCIATION

By:

Thomas M. Keenan, President

Attest:

Flora Gross, Secretary

STATE OF FLORIDA :
:
COUNTY OF PALM BEACH:

BEFORE ME, the undersigned authority, this 7th day of May, 1990, personally appeared Thomas M. Keenan and Flora Gross, to me known to be the President and Secretary, respectively of SHEFFIELD "Q" CONDOMINIUM ASSOCIATION, 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, and that said instrument is the free act and deed of said ASSOCIATION.



Notary Public
State of Florida at Large

My Commission Expires: My Commission Expires March 13, 1994
Bonded Tiro Troy Fain - Insurance Inc.



DECLARATION OF CONDOMINIUM

VII

METHOD OF AMENDMENT OF DECLARATION

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 those present or proxy, provided a quorum is present. Delete: "~~the total vote of the members of the Association.~~"

Paragraph 4, Delete: "~~Notwithstanding the foregoing three paragraphs, the Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered, however, no change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any condominium units, without Amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an Amendment of this Declaration with a Survey attached reflecting such authorized alteration of units, and said Amendment need only be executed and acknowledged by the Developer and any holders of Institutional Mortgages encumbering the said altered units. The Survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units~~"

the shares in the common elements appurtenant to the units concerned, together with apportioning common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus shall be duly noted in the Amendment of the Declaration. The rent under the Long Term Lease shall be apportioned by the Developer, with the Lessors written approval, and same shall be reflected in the Amendment to Declaration.

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. Only one (1) rental will be PERMITTED IN ANY twelve (12) month period.

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), ~~XXXXXX~~ 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~~ three Bank references and ~~three~~ five individual references - local, if possible, a check for fifty dollars (\$50.00) payable to the Association to cover investigation with approval and transfer fee, 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)-~~ 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 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), etc.

Amendment

to the

BY - LAWS

OF

INCORPORATED ASSOCIATION

SHEFFIELD "Q" CONDOMINIUM ASSOCIATION

ARTICLE X. AMENDMENTS TO THE BY - LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided: -

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(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 ~~total-votes-of-the~~ is present) of the/unit owners; and

(3) Said Amendment shall be recorded and certificated, as required by the Condominium Act. Notwithstanding anything above to the contrary, until one of the events in Article III., Section 6 of the By-Laws occurs, these By-Laws may not be amended without a prior resolution requesting the said Amendment from the Board of Directors.