

RETURN TO:
Debra Lipscomb
159 Sussex H
CENTURY VILLAGE
WEST PALM BEACH, FL 33417

CFN 20100109042
OR BK 23756 PG 1411
RECORDED 03/23/2010 15:22:34
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1411 - 1414; (4pgs)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM AND BYLAWS FOR
SUSSEX H CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an amendment to the Declaration of Condominium and Bylaws of Sussex H Condominium Association, Inc. The original Declaration of Condominium for Sussex H Condominium is recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2288, at Page 1386 et seq., and the Bylaws for Sussex H Condominium Association, Inc, are attached as an Exhibit thereto. Written consent to the Amendment was given in accordance with Section 617.0701(4) of the Florida Statutes.

WITNESS my signature hereto this 18 day of March, 2010, at Palm Beach County, Florida.

Sussex H Condominium Association, Inc.

Coralie Oliveira

Witness

CORALIE OLIVEIRA

(PRINT NAME)

Sonia Goldberg

Witness

SONIA GOLDBERG

(PRINT NAME)

By: Debra Lipscomb, President

Debra Lipscomb

Attest: Ann Hayes, Secretary

Ann Hayes

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 18 day of MARCH, 2010, by Debra Lipscomb, as President, and Ann Hayes, as Secretary of Sussex H Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are Personally Known or have Produced Identification .

Type of Identification Produced: CV-ID

Mary E Patrick (Signature)

MARY E PATRICK (Print)

Notary Public, State of Florida at Large

My Commission Expires:

(SEAL)

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

EXHIBIT "1"

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF SUSSEX H CONDOMINIUM ASSOCIATION, INC.

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

Article VI of of Declaration, "COMMON EXPENSE AND COMMON SURPLUS", is hereby amended as follows: ...

Common expenses shall also include reasonable transportation services, insurance for officers and directors, road maintenance and operation expenses, ambulance, cable television, and security services which are reasonably related to the general benefit of the unit owners even when such services and expenses are not attached to or part of the common elements of the Condominium.

Article VII of the Declaration, "METHOD of AMENDMENT DECLARATION", is hereby amended as follows:

This Declaration may be ~~amended~~ at any regular or special meeting 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)~~ two-thirds (2/3) of those present in person or by proxy provided a quorum is present. ...

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.

...

The Board of Administration 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), 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 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 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. 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.

~~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 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.

....

~~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 may grant permission to an owner to lease his or her apartment one time to a specified lessee for a period of not-~~ Provided, however, no lease of any unit shall be less than four (4) consecutive months in a twelve month period and no unit may be leased more than one time in a twelve (12) month period.

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 ~~afordescribed~~ in this paragraph.

(b) and (c) Deleted in their Entirety.

Article XIII of the Declaration, "USE AND OCCUPANCY" is hereby 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. To avoid undue hardship and practical difficulties, guests may occupy the unit in the owner's absence only with prior approval of the Board of Directors.

AMENDMENTS TO THE BYLAWS
OF
SUSSEX H CONDOMINIUM

(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. **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.

....

Article X of the Bylaws, "AMENDMENTS TO THE BY-LAWS", is hereby amended as follows:
The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided: ...

- (1) Notice of all meetings 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 (3/4)~~ two-thirds (2/3) of those present in person or by proxy (provided a quorum is present) ~~of the total votes of the unit owners;~~ and ...